# **Vendor Compliance Guide**

(Available at <a href="https://www.francescas.com/vendor-agreement">https://www.francescas.com/vendor-agreement</a>)This Agreement

supersedes all previously issued instruction and is effective immediately.

This Vendor Compliance Agreement (the "Agreement") describes the requirements for all vendors that sell to francesca's. All vendors are required to fully comply with the instructions in this Agreement and are legally bound by the terms and conditions herein which apply to all purchase orders issued by francesca's (referenced in this document as "P.O." and collectively as "P.O.s").

ACCEPTANCE BY FRANCESCA'S® IS LIMITED TO THE TERMS OF THE PURCHASE ORDER ISSUED BY FRANCESCA'S® AND THIS AGREEMENT. FRANCESCA'S® HEREBY OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS IN VENDOR'S ACCEPTANCE OR ANY OTHER DOCUMENT OR FORM TRANSMITTED BY OR ON BEHALF OF VENDOR AND ANY SUCH DIFFERENT OR ADDITIONAL TERMS SHALL BE OF NO FORCE OR EFFECT.

francesca's® objection to different or additional terms shall not be waived by acceptance of any merchandise or by payment of any invoice. Any exception to this Agreement must be expressly approved as a modification to this Agreement in advance in writing signed by francesca's® prior to shipping.

Electronic signature to this Agreement through the francescas.com Vendor Portal, or acceptance of a francesca's® P.O., or performance of work in connection therewith, or shipment of products and/or goods (referenced as "merchandise" herein) to francesca's® each individually and collectively constitutes vendor's agreement to all of the terms and conditions in this Agreement. This Agreement may be modified by francesca's® at any time. Such modifications will be posted on francesca's® Vendor Portal and shall be binding upon vendor from the date of such posting. It is the vendor's responsibility to monitor the Vendor Portal for updates to this Agreement.

Vendor shall promptly notify francesca's® in writing if the ownership of the vendor changes. Following a change in ownership, the new owners of vendor shall agree to comply with the Agreement. Each vendor or vendor's representative is responsible to ensure that this Agreement is distributed to and followed by all members of the vendor's organization that are impacted by these requirements. Any failure to follow the instructions in this Agreement may create delays in delivery and additional costs and expenses, including but not limited to freight and labor costs. All such costs will be passed back to the vendor via an offset chargeback.

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#### **SECTION A: TERMS AND CONDITIONS**

ACCEPTANCE BY FRANCESCA'S® IS LIMITED TO THE TERMS OF THE PURCHASE ORDER ISSUED BY FRANCESCA'S® AND THIS AGREEMENT. FRANCESCA'S® HEREBY OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS IN VENDOR'S ACCEPTANCE OR ANY OTHER DOCUMENT OR FORM TRANSMITTED ON BEHALF OF VENDOR AND ANY SUCH DIFFERENT OR ADDITIONAL TERMS SHALL BE OF NO FORCE OR EFFECT. francesca's® objection to different or additional terms shall not be waived by acceptance of any merchandise or by payment of any invoice. Any exception to this Agreement must be expressly approved as a modification to this Agreement in advance in writing signed by francesca's® prior to shipping.

<u>Disclaimer</u>. The information contained in the Agreement does not constitute legal advice or as a legal guide to your situation or to any law, statute, or dealings with public authorities. Please refer any questions you may have about compliance with and/or violations of laws, citations by public authorities, court appearances, legal responsibilities, criminal or civil defenses, etc., to your attorney. francesca's® is not responsible for: (1) your reliance on any information contained in or omitted from the Agreement; (2) your reliance on the accuracy of such information, including whether or not the information is correct, current or complete, and/or; (3) the consequences of any action you or any other person takes or fails to take, whether or not based on information provided by or as a result of the use of the Agreement.

1. Vendor Representations and Warranties. Vendor represents and warrants and covenants and agrees that: (1) vendor shall, at all times and at its own expense, comply with all federal, state, and local laws, ordinances, rules, codes, and regulations applicable to the manufacturing, production, distribution, marketing, promotion, advertising, and sale of all merchandise purchased by francesca's® from vendor; (2) the merchandise shipped under any purchase order is fit and safe for the sale and use for which it was manufactured, will be free from defects in design, workmanship or materials, including, but not limited to, such defects as could create a risk of injury to person or property or economic loss and that said merchandise or the resale thereof by francesca's®, does not and will not violate any laws, regulations, orders or ordinances of the country of origin or of the United States or any state, agency, or other governing body; (3) vendor shall obtain all necessary approvals and/or licenses from any third party, including governmental agencies or regulators, if any, for the sale of merchandise to francesca's®; (4) the merchandise shipped under any P.O., including packaging and labeling, was produced in strict compliance with all applicable laws, regulations, orders and ordinances of the country of origin and of the United States and any state and any agency, including without limitation: (i) any applicable environmental and hazardous substance laws and regulations including without limitation (a) federal, state and local laws and regulations regarding the manufacturing, shipping, selling, or offering for sale of jewelry, (b) federal, state and local laws and regulations regarding hazardous materials, as defined by applicable United States federal, state and local laws and regulations, including but not limited to those relating to the packaging, labeling and distribution of merchandise that contains hazardous materials, and (c) federal, state and local laws and regulations regarding lead, cadmium, and other heavy metals in jewelry or other merchandise; and (ii) all applicable requirements of the United States Department of Labor and the National Labor Relations Act and all other federal state and local wage and hour and wage payment laws and all applicable regulations and orders issued under any of the foregoing; (5) all merchandise is and shall be accurately and properly labeled, tagged, invoiced, packaged, produced or advertised in accordance and compliance with all applicable federal, state, and local laws, regulations, orders, codes, guides, standards, testing requirements and ordinances, including, but in no way limited to, The Federal Trade Commission Act, Wool Products Liability Act, Textile Fiber Products Identification Act, Fur Products Labeling Act, Hazardous Substances Act, Toy Safety Act, Consumer Products Safety Act, Consumer Products Safety Improvement Act of 2008,

Flammable Fabrics Act, Fair Packaging and Labeling Act and the Food, Drug and Cosmetics Act and any amendments and successors to each of the above; (6) all merchandise sold or to be sold to francesca's® is and will be free of any claim by any third party that such merchandise in any way infringes, dilutes, misappropriates, or otherwise violates any third party's intellectual property or other proprietary rights including without limitation any copyright, patent, trademark, service mark, or right of publicity. Vendor hereby further represents and warrants that as of the date of the first P.O. issued to it by francesca's® vendor is not involved in any patent, trademark or copyright infringement dispute of any nature whatsoever, and Vendor hereby covenants and agrees that it shall immediately notify francesca's® by written notice addressed to the Legal Department of any intellectual property dispute of any nature whatsoever which involves or is in any way related to any merchandise sold to francesca's and/or may materially and adversely impact francesca's®; (7) all merchandise shipped under any P.O. when delivered and paid for by francesca's® shall be free and clear of any liens and encumbrances of any kind and that no third party will have any claim or right in the merchandise and that francesca's® will receive clear title thereto; and (8) each item of merchandise delivered under any P.O. which is covered by or subject to the hereinafter specified laws: (a) is stamped, tagged, labeled or marked with the fiber content and other information as required by the Textile Fiber Products Identification Act, the Fur Products Labeling Act, the Federal Hazardous Substances Act and/or the Wool Products Labeling Act and that the products specified herein are not misbranded nor deceptively advertised or invoiced under the provisions of any such Acts and the Rules and Regulations promulgated thereunder and all amendments thereto; (b) was subjected to reasonable and representative tests, made in accordance with procedures prescribed and applicable standards or regulations issued, amended or continued in affect under the Consumer Products Safety Improvement Act of 2008 and the Flammable Fabrics Act, as amended, which show that the products, fabric, or related material covered and identified by, and in the form delivered under this document, conforms to the applicable standard or regulation issued, amended, or continued in effect; and (c) is not and contains no article which is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act as amended, and neither is not contains an article which may not, under the provisions of Sections 404, 505 or 512 of the Act as amended, be introduced into interstate commerce, that all color additives (where color additive regulations require certification) are from batches certified in accordance with the applicable regulations promulgated under the Federal Food, Drug and Cosmetic Act as amended: and if the same are to be processed, labeled or prepacked, the vendor further agrees to furnish specifications for the same and guarantees the Aero that if such specifications are followed, that the product will not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act as amended. Vendor hereby assigns to francesca's® all assignable warranty rights with respect to the merchandise under each P.O., including without limitation all rights of vendor under warranties of any manufacturer of any of the merchandise or any part or component thereof. Vendor agrees that all merchandise shipped under any purchase order may be advertised and sold by francesca's® (or any of francesca's® affiliates) as francesca's® may determine its sole discretion, including but not limited to at any retail facilities or e-commerce site of francesca's®. In addition to, and in no way limiting any of the other obligations herein, francesca's equires, and vendor covenants and agrees to comply with, the following:

a. <u>Compliance with California Proposition 65</u>. Subject to the additional requirements in the following paragraph, we require each vendor and vendor covenants and agrees, regardless of size or location, to be fully aware of and compliant with the requirements of California Proposition 65, and lead-limits stated below, and to provide "clear and reasonable" warnings on products that exceed the exposure limit for any listed chemical, including but not limited to the lead-limits listed below, present in the product. To the extent possible, we ask all vendors to substitute any listed

chemical with a non-toxic chemical. Further information regarding California Proposition 65 may be obtained online by visiting: http://www.oehha.org/prop65.html.

With regard to merchandise consisting of wallets, handbags, purses, clutches and/or footwear that we order from a vendor which is labeled with any of our proprietary marks (i.e., our "private label products") we require that all such merchandise meet the following lead content requirements and any such merchandise may not exceed these lead-limits:

- i. Paint or other Surface Coatings on Accessible Components: 90 parts per million ("ppm");
- ii. Leather (including composited leather) Accessible Components: 300 ppm;
- iii. Polyvinyl chloride ("PVC") Accessible Components: 200 ppm;
- iv. All other Accessible Components other than cubic zirconia (sometimes called cubic zirconium, CZ), crystal, glass or rhinestones: 300 ppm.

The following terms as used herein are defined below:

"Accessible Component" means a component of a private label product that could be touched by a person during normal or reasonably foreseeable use.

"Paint or other Surface Coatings" has the meaning defined in 16 C.F.R. § 1303.2(b) 2, as amended from time to time.

- b. <u>Jewelry</u>. California has enacted laws that restrict the lead and cadmium content in jewelry. These laws together comprise California's Metal-Containing Jewelry law. This law prohibits persons from manufacturing, shipping, selling, or offering for sale jewelry for retail sale, or for promotional purposes, in California unless the lead and cadmium restrictions are met. With respect to jewelry, we require all vendors, regardless of location, to be compliant with California Proposition 65 and California Health and the Metal-Containing Jewelry Law. Further information regarding the Lead in Jewelry Law may be obtained online by visiting: http://www.dtsc.ca.gov/leadinjewelry.cfm.
- c. <u>Action to eliminate slavery and human trafficking from supply chains</u>. The State of California has challenged companies doing business in California to join in its effort to identify and eliminate slavery and human trafficking in supply chains. In support of this effort, francesca's® has initiated the following steps and we are asking all vendors to comply with the following requirements:
  - i. Vendor must identify to us and provide us any details regarding your supply chains that may indicate a risk of slavery or egregious labor practices.
  - ii. Vendor agrees to and we may at our sole discretion seek from vendor additional explanation and information if any serious concerns come to our attention regarding a risk of slavery or egregious labor practices.
  - iii. Vendor is required to certify to us as we place each order and you hereby certify to us by accepting this Agreement that to the best of its knowledge all the materials incorporated into the merchandise comply with all applicable laws regarding slavery or egregious labor practices in the country or countries in which those suppliers are doing business.
- d. <u>Conflict Minerals</u>. Vendor hereby agrees that vendor will not knowingly procure and utilize in merchandise under P.O.s minerals specified as "conflict minerals" (tin, tungsten, tantalum and gold) originating from the Democratic Republic of Congo, Angola, Burundi, Central African

Republic, Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda and Zambia. Vendor represents and warrants and covenants and agrees that it is and shall be in full compliance with conflict minerals laws, including, without limitation, Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 as it may be amended from time to time and any regulations, rules, decisions or orders relating thereto adopted by the Securities and Exchange Commission or successor governmental agency responsible for adopting regulations relating thereto and will promptly provide francesca's® with such information related thereto upon request.

In addition to francesca's® other rights under this Agreement, any and all merchandise furnished under any P.O. may be rejected and/or returned to vendor at vendor's sole cost and expense at any time if found to be not in full compliance with all of the terms, conditions, requirements, and standards set forth in this Agreement.

- 2. Product Recalls. If francesca's® has reasonable cause at any time to believe that any item of merchandise ordered under any P.O. contains defects or hazards which could create a risk of injury to any person or property, upon francesca's® request vendor shall, at vendor's expense, locate, identify and recall such items whether in the possession of francesca's® or francesca's® customers. Upon recalling such items, vendor shall, at francesca's® option, repair or replace item or refund to retail purchasers their full retail price less a reasonable allowance for use. Vendor shall reimburse francesca's® for any losses incurred by francesca's®, any amounts paid by francesca's® to consumers, plus all charges, costs and expenses incurred by francesca's® in respect thereof including without limitation, expenses incurred in warehousing, destroying or in otherwise handling and shipping such merchandise to vendor and/or repairing such merchandise.
- 3. Logos, Trademarks, and Proprietary Designs. Vendor agrees that it shall not use and shall not permit the use of any trademark, logo, trade name, or other proprietary mark (collectively, the "proprietary marks") owned, controlled or licensed by francesca's® or any of its affiliates, or used by francesca's® or its affiliates in connection with any products, lines, departments or other goods or services of francesca's® or its affiliates, nor any product or design created by francesca's® or exclusively for francesca's® (collectively "proprietary designs"), except solely in connection with merchandise shipped to francesca's® in accordance with a P.O. approved by francesca's® and as expressly approved in advance in writing by francesca's®. Vendor agrees that all proprietary marks of francesca's belong to francesca's and that vendor shall make no claim of right to use or of ownership nor will vendor attempt to register any such proprietary mark. Vendor agrees that merchandise rejected or returned for any reason pursuant to this Agreement and/or the terms of any P.O., whether or not such rejection is disputed by vendor, will not be resold or otherwise distributed by vendor unless (a) all labels, tags, logos, monograms and other items or characteristics identifying francesca's and/or any proprietary mark or intellectual property of francesca's have been first removed, (b) vendor provides francesca's® with satisfactory proof of such removal and (c) vendor receives francesca's® prior written approval of the territory and distribution channel within which such rejected or returned merchandise will be resold or otherwise distributed. In the event vendor becomes aware of any improper use of francesca's® proprietary marks or proprietary designs, vendor shall promptly notify francesca's® of such use.

- 4. Confidentiality and Nondisclosure. Vendor acknowledges that it may be provided access to and use of francesca's® proprietary, confidential and trade secret information, and that all written, verbally presented, visually viewed, printed, graphic, or electronically recorded materials are francesca's® confidential and proprietary information and the property of francesca's® ("Proprietary Information"). Proprietary Information also includes, but is not limited to, customer and potential customer lists, marketing strategies, information concerning francesca's® employees, agents or divisions, pricing information, and any confidential information or know-how of francesca's®, whether or not it is in written or permanent form. Vendor shall maintain in confidence and shall not, directly or indirectly, disclose or use, either during or after the term of this Agreement, any Proprietary Information. The covenants of confidentiality set forth herein shall apply to all Proprietary Information disclosed to vendor, provided, however that the restrictions contained in this section shall not apply to any information that is: (i) generally known, or becomes generally known, to the public through no wrongful or negligent act of vendor or violation of this Agreement; (ii) has been independently developed by vendor without use, directly or indirectly, of francesca's® Proprietary Information; (iii) is rightfully received by vendor from a third party without restriction and without breach of this Agreement or any other agreement; or (iv) is required to be disclosed by operation of law, provided, however, vendor must first give written notice of such required disclosure to francesca's®, make a reasonable effort to obtain a protective order requiring that the Proprietary Information so disclosed be used only for the purposes for which disclosure is required, take reasonable steps to allow francesca's® to seek to protect the confidentiality of the Proprietary Information required to be disclosed, and disclose only that part of the Proprietary Information, which in the opinion of its legal counsel, it is required to disclose. The Proprietary Information does not purport to be all-inclusive or to contain all of the information that a vendor or a business entity may desire or require. Francesca's® does not make any representation or warranty, express or implied, as to the accuracy or completeness of the Proprietary Information, and no liability of any kind whatsoever is assumed by francesca's® with respect thereto. Vendor shall retain no copies in any form of any Proprietary Information and will return all Proprietary Information upon request of francesca's® or its representative. Vendor further agrees that francesca's® is not granting any license, right, title or interest in and/or to any materials or disclosures that francesca's® may provide to vendor. The federal Defend Trade Secrets Act provides certain immunities for disclosing trade secrets in specific situations.
- 5. Independent Contractor Status. Under no circumstances shall vendor be deemed to be francesca's® employer, partner, agent, or principal, and vendor hereby specifically acknowledges and agrees that francesca's® is not vendor's employer, partner, agent, or principal for any purpose whatsoever and that vendor is not authorized to act as an agent or employee of francesca's®. Vendor shall not be and vendor hereby acknowledges that vendor is not entitled to any benefits accorded to francesca's® employees. Vendor shall pay, when and as due, any and all taxes incurred as a result of vendor's compensation, including without limitation any and all federal income taxes, territorial taxes, estimated taxes, or taxes imposed upon revenue or income by any governmental entity having taxing authority with respect to vendor. Vendor may represent, perform services for, or be employed by any additional persons, or companies provided such other services will not interfere with vendor's full performance under any P.O. and further provided vendor complies with the terms and conditions of this Agreement. Any employees, associates and/or third parties hired by vendor for the performance of the Services shall be bound by the terms of this Agreement, and vendor shall be responsible for such third party's performance.

- 6. <u>Conflict of Interest</u>. Vendor covenants and agrees that it shall immediately notify francesca's® Legal Department by written notice of any actual or any potential conflict of interest that might affect or might reasonably appear likely to affect, the judgment or conduct of any of the following "francesca's® Related Parties":
  - a. Any director (or nominee for director) or any executive officer (as that term is defined by the U. S. Securities and Exchange Commission) of francesca's® (which for the purpose of this Conflict-of-Interest section, francesca's® includes Francesca's Holdings Corporation and any of its subsidiaries),
  - b. Any officer of francesca's® at or above the rank of Senior Vice President, or
  - c. Any Immediate Family of the individuals identified in items (a) and (b) ["Immediate Family" of a person includes any child, stepchild, parent, stepparent, spouse, sibling, niece, nephew, aunt, uncle, in-law, and any person (other than a tenant or employee) sharing the household of such person.]

A conflict of interest includes, but is not limited to, any Material Financial Relationship between vendor or any of vendor's owners, officers, directors, or employees, or Immediate Family of the same and any francesca's® Related Parties. [A "Material Financial Relationship" includes, but is not limited to, any financial transaction, arrangement, interest, or relationship (including any indebtedness or guarantee of indebtedness) involving an amount greater than \$120,000.] Provided any aforementioned written notice is not received by francesca's®, vendor hereby represents and warrants that no conflict of interest exists.

7. Indemnification and Insurance. Vendor hereby covenants and agrees to indemnify, defend and hold harmless Francesca's Services Corporation ("francesca's®"), and francesca's® parent, subsidiaries, and affiliated entities, and their respective directors, officers, employees, managers, and members, past, present and future ("Indemnified Parties"), from and against any and all claims, demands, losses, costs, expenses, settlements, obligations, liabilities, damages, recoveries, awards and deficiencies, including, without limitation, interest, penalties, and attorney fees and costs, and expert witness fees, that the Indemnified Parties incur or may incur or suffer that arise out of or are related to (1) merchandise provided to francesca's under any P.O., including, but not limited to, the purchase, use, shipment, storage, delivery, sale, offering for sale, or other handling of such merchandise, and/or (2) vendor's breach or alleged breach of any of the obligations, representations, warranties, guarantees and/or other terms and conditions under this Agreement, including, but not limited to, any actual or alleged violation or infringement of any patents, copyrights, trademarks, trade secrets or other proprietary rights of any third party arising from or in connection with the merchandise provided by vendor to francesca's®. Vendor's duty to defend the Indemnified Parties shall arise immediately upon demand for a defense by any of the Indemnified Parties and shall not be dependent upon a finding of any fault by vendor. Any legal counsel used by the vendor as part of its duty to defend must either be chosen, or approved in writing, by francesca's®. Vendor shall not incur any liability on behalf of francesca's® nor enter into any settlement or compromise that imposes any obligations or restrictions on francesca's® without francesca's® express prior written consent. In addition to the foregoing, if any of the merchandise purchased or any part thereof is alleged or held to infringe any intellectual property right and/or any proprietary right of a third party, vendor, at its sole cost and expense, will either (i) procure for francesca's®, its successors, assigns, and customers the right to continue using such merchandise, (ii) replace the merchandise with non-infringing items, or (iii) at francesca's® option and in francesca's® sole discretion, refund the entire purchase price for the total cost of the merchandise and

pay all related costs and expenses, including attorneys' fees, by sending a certified check to francesca's® Legal Department.

Vendor covenants and agrees to secure and maintain at all times adequate insurance coverage to fulfill its indemnity obligations hereunder, including, but in no way limited to, product liability insurance, provided this shall in no way limit vendor's indemnification obligations hereunder. Vendor shall furnish to francesca's® insurance policy certificates upon francesca's® request.

Vendor acknowledges and agrees that all covenants, representations, and warranties of vendor hereunder, and all express and implied warranties with respect to merchandise provided by any and all P.O.s issued by francesca's®, are also for the benefit of and extend to all affiliates of francesca's®. The rights and remedies herein expressly provided to francesca's® shall be in addition to any other rights and remedies at law or in equity, including, without limitation, injunctive relief and the right of francesca's® to recover all incidental, special and consequential and punitive damages. All warranties, representations, guaranties, and indemnities made by vendor herein are in addition to any and all express or implied warranties provided by law and shall survive termination or cancellation of any P.O. and/or this Agreement.

- 8. <u>Assignment</u>. Vendor shall not assign or transfer any purchase order, or any interest therein (including by operation of law), without the prior written consent of francesca's®, which consent may be given or withheld in francesca's® sole and absolute discretion, and any attempted assignment made without such consent shall be null and void. Subject to the foregoing, this Agreement shall be binding upon vendor's heirs, successors, and permitted assigns. Each P.O. is enforceable by francesca's® directly against vendor, regardless of whether the P.O. was submitted directly to francesca's® by vendor or submitted by another party on behalf of vendor.
- 9. Governing Law and Notice. Any claim, dispute or other matter in question relating to this Agreement shall be governed by the laws of the State of Texas, and the sole and exclusive venue shall be Harris County, Houston, Texas. Any and all notices to francesca's® under this Agreement must be in writing, and if any such notice involves a legal matter or a dispute of any nature then Vendor shall deliver a copy of such notice via nationally recognized overnight courier to francesca's® Legal Department. No claim, action, or demand may be brought by vendor more than one year after the cause of action has accrued.
- 10. <u>Waiver</u>. Any claims for non-payment of an invoice or non-receipt of merchandise returned to vendor by francesca's® (which may involve a carrier loss), will be deemed waived by vendor unless sent to francesca's® via registered or certified mail at least 90 days (a) after the receipt of merchandise relating to non-payment of an invoice and/or (b) prior to the expiration of the applicable carrier time limitation on filing proof of loss claims with respect to a carrier loss.
- 11. Severability, Headings and Waiver. If any provision of this Agreement is found to be invalid or unenforceable, such provision shall not affect the validity or enforceability of any remaining provisions of this Agreement and the court shall, so far as possible, construe the invalid portion to implement the original intent hereof. The paragraph headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. If francesca's® waives a breach of any of the provisions of this Agreement, that waiver shall neither operate nor be construed as a waiver of any subsequent breach of any provision hereof.

# **Requirements for Children's Products**

francesca's® relies on our suppliers, manufacturers, and other vendors ("collectively vendors") to provide products that meet or exceed all applicable safety requirements. The Consumer Product Safety Commission and its accompanying statutes and regulations require that the manufacturer or importer of record provide a General Conformity Certificate ("GCC") for adult products not otherwise exempt from testing requirements, and a Children's Product Certificate ("CPC") for all children's products. This section relates specifically to all children's products supplied to francesca's®.

All vendors are required to test children's products supplied to francesca's® to ensure that those products comply with all applicable laws, bans, standards and regulatory requirements. A "children's product" is defined by the Consumer Product Safety Improvement Act ("CPSIA") as a product intended primarily for children 12 years old or younger.

Regulations, statutes, laws, and standards may change over time on both the federal and state levels, and as such, francesca's® requires that all vendors must maintain knowledge of and comply with all applicable requirements for their products.

# **Children's Product Certificates and Testing**

Vendors for all children's products must furnish a CPC to francesca's® certifying that the product has been tested by a CPSC-accredited third-party lab and is compliant with all applicable statutes, regulations, requirements, standards, and bans, including but not limited to those of the Consumer Product Safety Act, Consumer Product Safety Improvement Act, Flammable Fabrics Act, Federal Hazardous Substances Act, and applicable ASTM or other industry standards.

A CPC is required for each SKU and must list all applicable laws, standards, regulations and requirements to which the product conforms. Vendors must guarantee that all children's products sold to francesca's® are designed and manufactured in compliance with all applicable laws, standards, regulations, and requirements.

The CPC should be emailed to francesca's®, attn: <a href="mailto:cpscfrancescas@francescas.com">cpscfrancescas@francescas.com</a>, two weeks prior to shipment of the first SKU. CPCs must be maintained by the vendor and must be included with the shipping documents for each import shipment.

# Each CPC should contain the following information:

- 1. Identification of the product covered: Describe the product(s) covered in enough detail to match the certificate to each product it covers and no others.
- 2. Citation to each applicable law, rule, ban, standard and regulation to which this product is being certified: The certificate must identify separately each children's product safety rule that is applicable to the children's product.

#### 12. Forced Labor

The Uyghur Forced Labor Prevention ACT (UFLPA), signed into law December 23, 2021, reinforces the United States' policy to strengthen the prohibition again the importation of goods made with forced labor. The UFLPA ensures support for enforcement of Section 307 of the Tariff Act of 1930, as amended (19 U.S.C. § 1307), which prohibits the importation of all "goods, wares, articles and merchandise mined, produced, or manufactured wholly or in part in any foreign country by convict labor or/and forced labor or/and indentured labor under penal sanctions."

This is a U.S. law and violators may face criminal and/or civil consequences.

Francesca's/franki is committed to upholding human rights throughout our operations and expect our Suppliers/Agents and Manufacturers to do the same.

https://www.cbp.gov/trade/forced-labor

Acceptance of this Agreement and Binding Legal Obligation. By electronic signature to this Agreement through the francescas.com Vendor Portal, or acceptance of the P.O., or performance of work in connection therewith, or shipment of merchandise to francesca's® vendor agrees and accepts all of the terms of this Agreement which shall be binding as a legal obligation. This Agreement may be modified by francesca's® at any time. Such modifications will be posted on francesca's® website and shall be binding upon vendor from the date of such posting. It is the vendor's responsibility to monitor the Vendor Portal for updates to this Agreement. This Agreement sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements or understandings between the parties hereto. Vendor acknowledges and agrees that francesca's® is specifically relying on the agreements, representations, warranties, and waivers contained herein and that such agreements, representations warranties and waivers constitute a material inducement to francesca's® to enter into the business transactions contemplated herein.

**SECTION 1: Contact Information** 

Department	E-mail	Contact For
Gift Team	giftteam@francescas.com	Sample submission, P.O. questions, Price Stickering
Jewelry Team	jewelryteam@francescas.com	Sample submission, P.O. questions, Price Stickering and Cards
Accessories Team	accessoriesteam@francescas.com	Sample submission, P.O. questions, Price Stickering and Hang-tags
Franki Team	FrankiTeam@francescas.com	Sample submission, P.O. questions, Price Stickering and Hang-tags
Footwear Team	footwearteam@francescas.com	Sample submission, P.O. questions, Price Stickering
RicherPoorer Team	richerpoorerteam@francescas.com	P.O. questions, Price Stickering
Logistics	logistics@francescas.com	Routing Requests, Shipping and Transportation Questions
Accounts Payable	ap@francescas.com	Payment Disputes
RicherPoorer Accounts Payable	richerpoorerap@francescas.com	Payment Disputes, RicherPoorer Invoice Submission

Department	E-mail	Contact For
Vendor Compliance	VendorCompliance@francescas.com	Chargeback disputes, VCG questions, Compliance inquiries
Import Compliance	importcompliance@francescas.com	Import Compliance questions
Product Safety Test Certification's	cpscfrancescas@francescas.com	Children & Adult Product Safety Submissions

#### **SECTION 2: PURCHASE ORDERS AND PAYMENT STANDARDS**

#### 1. Payment Terms and Conditions

a. Terms are negotiated between Vendor and Buyer with approval from Finance.

# 2. <u>Invoicing Standards</u>.

- a. All invoices must include:
  - i. Full P.O. # (e.g. P.O. # 123456).
  - ii. francesca's® style #.
  - iii. Style broken down by style number, color, and quantity for each size.
  - iv. iv. Weight
  - v. v. Carton Count
  - vi. vi. Country of Origin
  - vii. Final Cost as reflected on the P.O. The P.O. cost is binding.
- viii. Final cost should be Net after damage allowance. No credit memos to be applied to invoices.
- b. Each invoice should reflect a complete shipment.
- c. Only one P.O. per invoice for merchandise sent to francesca's® distribution center (DC). Multiple items are acceptable on a single invoice if they are on the same P.O.
- d. Top of production ("T.O.P.") samples or samples of any kind are not to be included on any invoices. See "Sample Invoice" in SECTION 7, FORMS.

#### 3. Net Terms and Invoicing.

- i. Invoices and/or credit memos should be emailed to invap@francescas.com, or richerpoorerap@francescas.com for RicherPoorer, the day merchandise ships.
- ii. francesca's® pays invoices when the purchase order is fully and completely received and the invoice and receiving documents are reconciled.
- iii. Dating on all payment terms will be computed from the date actual shipment arrives at francesca's® distribution center or boutiques.

# 4. Payment Disputes.

- a. Payment disputes must be submitted in writing/email to Accounts Payable, at invap@francescas.com.
- b. Include copies of open invoices.
- c. Once your dispute has been received, francesca's® will conduct research and respond in writing within 5 business days after notice of the dispute is received.

## 5. Chargeback Policy. -

- a. Chargebacks will be issued to recover costs incurred due to noncompliance.
- b. Chargebacks will be issued weekly from vendorcompliance@francescas.com
- c. Chargeback amounts will be deducted from invoice payment.

Code	Violation	Penalty
1	Failure to send Spec Sheet on time	5% of entire invoice
2	Failure to send Sneak Peek PO's on time	\$100 per noncompliant P.O.
3	Failure to send T.O.P.'s as per direction in VCG	10% of entire invoice
4	Failure to comply with francesca's EDI requirements and procedures	10% of entire invoice
5	Late Shipment not communicated and approved by buyer at least 1 week prior to ship date	10% of entire invoice
6	Failure to route P.O. 5 business days prior to start ship window	5% of entire invoice
7	Shipping of goods prior to the start ship date	10% of entire invoice
8	Shipping of goods after the cancel date	10% of entire invoice
9	Shipping not using a carrier designated by francescas's logistics in writing	10% of entire invoice
10	Improper hang-tags, price stickers or packaging, Improper building of pallets	10% of entire invoice plus cost to correct
11	Late, inaccurate, or missing paperwork	5% of entire invoice
12	Product not packed to P.O. specifications to include split shipping	10% of entire invoice plus cost to correct
13	Invoice not provided within 2 days of receipt of shipment	5% of entire invoice
14	Overage of 3% or more	Overages will not be funded. Overage will be received, and cost of goods lowered to account for overage.
15	Short shipment of 3% or more	Vendor will be charged back for missed sales.

# Chargeback Disputes. -

- a. Chargeback disputes must be submitted in writing <u>within 5 business days</u> of issuance and emailed to Vendor Compliance, at <u>vendorcompliance@francescas.com</u>
- b. Subject Line of email needs to include Vendor Name, P.O. Number and Chargeback Dispute a. Example: Cupcake, 123456 and Missing Packing Slip
- c. Body of email needs to include supporting documentation or reason for dispute
- d. Once your dispute has been received, francesca's® will respond with a final decision within 2 business days.

# 6. <u>Damage Allowance</u>.

- a. francesca's® has developed a damage allowance program based on historical rates of damages. The damage allowance of 1.5% for Clothing and 3% for Jewelry, Accessories, Gifts, Footwear and Home products. Accounts Payable will not process invoices that are not accurate and updated with damage allowances.
- b. The damage allowance does not cover fully defective merchandise that is unsellable (as determined by francesca's® in its sole discretion). Fully defective merchandise will be reimbursed by the vendor for full, 100% value.
- 7. <u>Purchase Order Standards</u>: P.O.s issued by francesca's® are only binding after such P.O. has been approved by an authorized buyer. francesca's® reserves the right to cancel P.O.s at any time.

PURCHASE ORDER STANDARDS, EXTENSIONS AND REVISIONS				
Standards:				
1. Buyers are authorize	ed to approve changes to a PO no less than <u>5 BUSINESS DAYS</u> prior to the SHIP date.			
A. Ship Date: First	t date Vendor can ship PO			
B. Cancel Date: th	e last date a Vendor can ship PO			
<ol> <li>Please see Extension</li> <li>Buyer, using this form.</li> </ol>	on Request Form in <b>SECTION 8, FORMS</b> . All requests are to be submitted in writing, to			
3. A revised PO is requ PO.	ired for any and all changes prior to shipment. All shipments must match the submitted			
STYLE ADJUSTMENTS	Includes: Style number, SKU number, Cost, Retail, Color Code. All style information stated above must match what is submitted on a PO			
COST OF PURCHASE ORDER	Cost on PO is what must be invoiced and will be paid			
BUY QUANTITY ADJUSTMENTS	Quantity on PO is firm and should match the quantity shipped, by size & color, including master pack/inner pack quantities, on packing slip and invoices. Any change in quantity needs to be approved by buyer in writing prior to routing shipping			
SHIP WINDOW ADJUSTMENTS	Date on PO is firm. Any change in date needs to be approved by buyer in writing prior to routing shipment.			
TICKETING	Tickets need to match Style #, SKU, Color, and Retail stated on the PO. All items in a shipment must be ticketed prior to shipping unless approved in writing by buyer.			
CHILDRENS PRODUCT CERTIFICATIONS	Vendors for all children's products must provide a CPC to francesca's® certifying that the product has been tested by a CPSC-accredited third-party lab. All applicable certifications should be emailed to cpscfrancescas@francescas.com 3 business days prior to vessail sailing.			

## 8. Sneak Peek P.O's (Applies to Domestic and Imports) -

- a. A production size run of every new style is due in warehouse 21 days prior to the P.O. in-house date. This is crucial to enable marketing and price compliance and is the vendor's responsibility to complete. Timing is non- negotiable. Any noncompliant violation described on page 12 will result in a \$100 chargeback for all Sneak Peek P.O's.
- b. Sneak Peeks must have a routing request form submitted to Logistics at which the FedEx account number and shipping instructions will be provided.
- c. All Sneak Peeks must be addressed to the Warehouse, shipped via Fedex with packing slip.

#### Where to send Sneak Peeks:

Distribution center address:

francesca's® 8760 Clay Road, Suite 100 Houston, TX 77080

- d. Once the Sneak Peek is shipped, tracking numbers should be emailed to the logistics@francescas.com email box
- e. External packaging must comply with shipping standards as described IN SECTION 3.2.

#### 9. Spec Sheets -

- a. Spec sheets will be sent during the onboarding process from the coordinator. Fully completed product Spec Sheets are due to the merchandising team via email 5 weeks prior to the P.O. start ship date. Once accepted by the merchandising team spec sheets need to be emailed to Import Compliance importcompliance@francescas.com. This is essential for setting products up online.
- b. Completed Spec Sheets must be saved and sent per style number. Please see below for an example of a fully compliant Spec Sheet:

### 10. Electronic Data Interchange

- a. francesca's® utilizes electronic data interchange ("EDI") processes and requires its vendors to comply with certain EDI documentation and procedures as it is at no cost to the vendor.
- b. During vendor onboarding francesca's coordinators will initiate the vendor setup process with DiCentral, the EDI software service company. The DiCentral onboarding team will then contact vendor with instructions on how to register and walkthrough the EDI options. Vendor will then work with DiCentral to complete compliance testing.
  - i. The francesca's® coordinator will be notified by DiCentral once vendor's EDI setup is complete and vendor is ready to receive the first live EDI order. Please notethat the speed and efficiency of the EDI setup process is contingent on vendor's active participation. Delays in the EDI setup process will cause delays in receiving vendor's first purchase order.

c. Documents required by Francesca's to maintain business compliance are listed below. EDI names and common business functions are also provided.

### **EDI Traded Documents:**

850 – Purchase Order: Mandatory – Outbound to Vendor

856 - ASN: Mandatory - Inbound to Francesca's

810 – Debit Invoice: Mandatory – Inbound to francesca's

#### **SECTION 3: PACKING**

#### 1. How to Pack Boxes – Prepacks

- a. Each box should contain only prepacks of one prepack Sku. Do not mix different color prepacks in hoxes
- b. Boxes should not weigh more than 50lbs and measure greater than 130 inches in length and girth (Length and girth equals length plus twice the height plus twice the width. (Length & Girth=L+(2\*H)+(2\*W)). E.g., 29x18x13 box =91 is acceptable; 20x20x20 box =100 is acceptable; 20x30x30= 140 is not acceptable
- c. Each pre-pack should be:
  - i. Folded and wrapped in a master polybag, flat packed, no hangers (in box or on garment; NO EXCEPTIONS) with the <u>prepack Sku</u> sticker on the outside of the master polybag. No garment or ordered product should be exposed to the elements.
- d. The style # must match the P.O. and price sticker.
- e. Packing slip must be included with each shipment. (PACKING SLIP EXAMPLE ON PAGE 25)
- f. Place packing slip on the outside of the first box of a shipment. Packing slip must contain a color and size quantity breakdown.
- g. Sku on carton label must match prepack Sku





## 2. How to Pack Boxes - Singles

- a. Each box should contain only one Sku. Do not mix different Sku's in boxes.
- b. Boxes should not weigh more than 50lbs and measure greater than 130 inches in length and girth (Length and girth equals length plus twice the height plus twice the width. (Length & Girth=L+(2\*H)+(2\*W)). E.g., 29x18x13 box =91 is acceptable; 20x20x20 box =100 is acceptable; 20x30x30= 140 is not acceptable
- c. Each single should be:
  - i. Folded and wrapped individually in a polybag, flat packed, visible tag, no hangers (in box or on garment. NO EXCEPTIONS). No garment or ordered product should be exposed to the elements.
- d. The Sku # must match the P.O. and price sticker.
- e. Packing slip must be included with each shipment. (PACKING SLIP EXAMPLE ON PAGE 25)
- f. Place packing slip on the outside of the first box of a shipment.
- g. Breakable items (candles, mugs etc.) should be bubble wrapped on all four sides and packaged in fitted boxes





## 3. <u>Building Pallets (for shipping):</u>

- a. All domestic shipments <u>must be sent on pallets unless advised by the logistics department</u>. If you cannot ship on pallets, please contact <u>logistics@francescas.com</u>.
- b. Shippers must use standard 48x40" pallet (good wood with all panels in-tact, top and bottom)
- c. Pallets should not exceed 7 feet height (84").
- d. Cartons on pallets are to be sorted by one P.O. then layered by Sku
  - i. If you can consolidate onto one pallet, keep the same style together on the pallet and use a slip-sheet/cardboard divider so we can visually see the separation. (See picture below).
  - ii. Full pallet real estate should be used without exceeding the 7 feet max height
- e. Do not double-stack pallets on top of each other when loading to avoid damages.
- f. Label and Pack Boxes as Follows:
  - i. Vendor name
  - ii. P.O. Number
  - iii. Country of Origin (Country of manufacturer)
  - iv. Sku # or Prepack Sku # for prepacks
  - v. Color and breakdown
  - vi. Label should include carton count by P.O. #
  - vii. Place label outward facing for easy visibility

- g. Lead pallet must contain a copy of the shipment packing list and must read "LEAD PALLET" in bold and visible print.
- h. Securely shrink wrap to base of the pallet to stabilize and to help prevent the cartons from shifting.





#### **SECTION 4: DOMESTIC SHIPPING:**

- 1. <u>Transportation</u>. francesca's® will pay for shipping merchandise to francesca's® distribution center or Boutiques subject to the following;
  - a. Do NOT add insurance or a declared value. The vendor will be solely responsible for any insurance or added fees for declared value.
  - b. Vendor must route P.O. 5 business days prior to Start Ship date.
  - c. Express shipments can only be approved by Logistics. Questions regarding Shipping and Transportation should be emailed to <a href="mailto:logistics@francescas.com">logistics@francescas.com</a>.
- 2. Shipping Orders to francesca's Warehouse.
  - a. An EDI ASN and a Logistics Routing Form will need to be completed and emailed to logistics@francescas.com in order for routing to occur.
  - b. Subject Line in email must be in the following format
    - i. Subject Line needs to be Vendor Name, P.O. Number, Vendor Routing Request
    - ii. EXAMPLE Cupcake; P.O. 123456; Vendor Routing Request
  - c. See SECTION 8, FORMS for the Logistics Form. Dates on the form must be correct.
  - d. To avoid routing delays, the Logistics Form (Excel version ONLY) must be typed and completed in full for shipment to be routed.
  - e. Date requested for pickup must fall within Start Ship Date and Cancel Date.
  - f. Only include P.O. number, not style numbers in the "P.O. Level Information" section of the Logistics Form
  - g. All vendors are required to consolidate their shipments to the smallest possible number of shipments per week (as shipping windows permit).

- h. P.O's cannot be split shipped. If a P.O. cannot ship as per issuance, the remaining balance must be canceled off of the initial P.O. and rewritten on a new.
- i. If P.O. is scheduled for pickup through C.H. Robinson, contact <u>francescas@chrobinson.com</u> for BOL, or revised BOL.
- k. For revisions (i.e. rescheduling, pallet count changes, carton count changes, weight changes, or addition/removal of PO's) please include <a href="mailto:logistics@francescas.com">logistics@francescas.com</a> in all communication with Carrier.

# 3. Where to send shipments.

#### Distribution center address:

francesca's® 8760 Clay Road, Suite 100 Houston, TX 77080

## 4. <u>Domestic Pickup Penalties:</u>

- a. If a pick up is tendered and the merchandise is not in the vendor's possession, or a partialpickup a "truck not used fee", the vendor will be charged back the actual cost from the carrier and will be subject to additional charge-backs
- b. Unauthorized Carrier: Any merchandise that is shipped without obtaining approval from Logistics will pay full freight cost and may be subject for return at the vendor's expense.
- c. Down Time: If driver has extensive load time or down time during pickup vendor will cover additional fees. Typical pickup time allowed is 1 hour for less than 10 pallets and 2 hours for a full trailer load.

#### **SECTION 4A: DIRECT IMPORT SHIPPING**

Import shipments for Francesca's Administrative Management, Inc. are to be booked with our designated freight forwarder, C.H. Robinson Global Forwarding, see pg. 14 for shipping sneak peeks. Bookings are to be made 8 weeks or more prior to the Purchase Order ship date. Our Forwarder will provide the Ship Order for releaseof containers upon approval of the schedule.

FREIGHT FORWARDER: C.H. Robinson Global Forwarding

https://www.chrobinson.com/en-us/contact/find-an-office/

## Bangladesh

CH Robinson c/o Seagold House 103, Road #4, Block B Banani, Dhaka – 1213, Bangladesh Contact: Paresh Chandra Biswas

Phone: 880-2-55035 723 | 8801709998058

Email: paresh@seagoldlimited.com

#### Ningbo

Room 1505, No. 777 Ling Qiao Road, Hai Shu District

Ningbo, Zhejiang, China 315010 Phone: 86.574.8719.1485

Contact: Ally Bao

Email: ally.bao@chrobinson.com

# Shanghai

23rd Floor, NO. 1258 Yu Yuan Road, Chang Ning District

Shanghai, China 200050 Phone: 86.21.61020303

Contact: Jacky Yao or Michael Cai

Email: jacky.yao@chrobinson.com or Michael.cai@chrobinson.com

#### **Vietnam**

12 Floor, Golden Tower, No. 6 Nguyen Thi Minh Khai Street, Da Kao Ward, District 1

Ho Chi Minh City, Vietnam

Phone: (8428) 39330723 / 39304900 Contact: Jennifer Tuyen, Kerry Sang

Email: Jennifer.tuyen@chrobinson.com; Kerry.sang@chrobinson.com

#### Xiamen

Rm 1301, Ganghang Building, No. 29 North Donggang Road

Xiamen, China 361012 Phone: 86-592-6019-515

Contact: Ula Weng or Wendy Ruan

Email: Ula.Weng@chrobinson.com or wendy.ruan@chrobinson.com

#### **Yantian**

Rm 902 Tower 2 SCP Plaza No. 69 Nonglin Road, Futian District

Shenzhen, 518040 China Phone: 86.755.82185777

Contact: Crystal Lu or Lucia Li or Vincent Wu

Email: crystal.lu@chrobinson.com or lucia.li@chrobinson.com or vincent.wu@chrobinson.com

# Turkey

C.H. Robinson c/o PAL Deniz Nakliyat Ve Dış Ticaret A.S / PAL

Freight INC.

İçerenköy Mah. Üsküdar İçerenköy Yolu Cad.

Destan Sk Odak Plaza No:6 Kat:12

+90 216 577 66 55 / 110

Email: Riza. Yavuz@palfreight.com and

aykut.erel@palfreight.com

#### India

701, | 7th Floor, DLF Corporate Park, DLF Phase III, MG Road,

Sector 24

Gurgaon, Haryana 122002 Phone: +919999708522

Email: neha.priyadarshini@chrobinson.com

#### **CUSTOMS BROKER:**

C.H. Robinson Global Forwarding Phone: 281-313-6000

900 Town & Country Lane Email: Fr

Suite 310 Houston, TX 77024 Email: <u>Francescasdocs@chrobinson.com</u> or <u>FrancescasInternational@chrobinson.com</u>

# **ISF (Import Security Filing):**

Shipper should provide ISF to C.H. Robinson 4 business days prior to sailing. C.H. Robinson Global Forwarding will file the ISF prior to sailing.

**EIN for China Customs: 86-168578800** 

### **ILL OF LADING REQUIREMENTS:**

Express or Seaway Bill of Lading issue per the below.

**Consignee:** Francesca's Administrative Management, Inc.

8760 Clay Road Houston, TX 770804

Notify Party: C.H. Robinson

900 Town & Country Lane, Suite 310

Houston, TX 77032 Phone: 281-313-6000

Email: <a href="mailto:francescasinternational@chrobinson.com">francescasinternational@chrobinson.com</a>

#### **DELIVERY LOCATION: AND OCEAN ROUTINGS:**

**Houston:** Francesca's

8760 Clay Road Houston, TX 77080

Routing: FCL: Origin 2 Houston All Water

LCL: Origin 2Los Angeles

Routing: Origin @USEC All Water

- 1. FOB/DDP IMPORT VENDOR PALLET (palletization for Import Vendors is not required, but if the Import Vendor palletizes, please follow the palletization guidelines, refer to page 16)
  - a. All wood pallets must be Fumigation or heat treated prior to transporting internationally. 7 CFR 319.40
    - i. **Heat treatment** -WPM (wood packing materials) must be heat treated to achieve a minimum wood core temperature of 56°C for a minimum of 30 minutes.
    - ii. **Fumigation** WPM (wood packing materials) must be fumigated with methyl bromide in an enclosed area for at least 16 hours at the regulated dosage and then must be aerated to reduce the concentration of fumigant below hazardous exposure levels.
  - b. "Marking" needs to be done on each pallet and a certificate should be sent with the import paperwork stating that the pallets were heat-treated or fumigated.
  - c. Marks will vary by country and treatment establishment.
    - i. The ISPM-15, Annex 2 (https://www.ippc.int/en/publications/640/) describes the mark and its application. It also gives examples of acceptable variants to the mark.

The mark must include:

- ii. IPPC trademarked graphic symbol
- iii. ISO two-letter country code for the country that produced the wood packaging material
- iv. a unique number assigned by the national plant protection agency of that country to the producer of the wood packaging material
- v. An abbreviation disclosing the type of treatment

#### 2. NON-PALLETIZED SHIPMENTS

a. Stacked cartons not shipping on pallets need to be sorted by one P.O. then sorted by Sku. Shipments must be blocked and braced to prevent load from shifting.

# https://help.cbp.gov/s/article/Article-720?language=en\_US

- 3. DOCUMENT REQUIREMENTS: A complete set of Required Shipping Documents must be tendered to C.H. Robinson Global Forwarding at origin within 3 business days of vessel sailing. These documents must be in accordance with Francesca's requirements and Purchase Order.
- 4. REQUIRED SHIPPING DOCUMENTS: Commercial documents must match what has actually been shipped. Donot prepare Commercial documents until all containers are loaded and the contents and weights are verified.
  - a. Signed Commercial Invoice on Company Letterhead (Example on page 22)
    - i. Consignee or sold to:

Francesca's Administrative Management, Inc. 8760 Clay Road, Houston, TX 77080

- b. Price per unit
- c. Incoterms or FOB Shipping Point
- d. Manufacturer / Factory names and address
- e. Seller if different from Manufacturer
- f. Country of Origin
- g. Description of items purchased in full detail including fabric content
- h. Include picture if available
- i. Purchase price in US Dollars
- j. Harmonized Tariff# for US Customs and/or the HTS# used for origin export
- k. Detailed Packing List (Example on Page 25)
- l. Must show quantity shipped per item, gross weight and net weights in kilos
- m. Package count must match container load manifest
- n. Lacey Act Declaration (if applicable)
- o. Solid Wood Packing Certification (if applicable)
  - i. Any shipment that contains wood packing material must be treated and marked per the ISPM15 requirements.
- p. GSP Eligible (if applicable)
  - i. Include on the commercial invoice product is GSP Eligible and wholly made in XXX or the specific GSP eligible country

- 5. REQUIRED SHIPPING MARKINGS:
  - a. Country of Origin:
  - b. PO# (If Applicable)
  - c. Item# (If Applicable)
  - d. Carton # (1 of XX)
- 6. DOCUMENT ACKNOWLEDGED BY:
  - a. Shipper Name and Address:
  - b. Signature:
  - c. Date:
- 7. Adult Apparel (francesca's) <a href="https://www.cpsc.gov/gcc">www.cpsc.gov/gcc</a>
  - **a.** Wearing apparel is tested to either 16 CFR Part 1610 (Flammability)
    - **b.** General Certificate of Conformity (GCC) is required <a href="https://www.cpsc.gov/Business--Manufacturing/Testing-Certification/Lab-Accreditation/Rules-Requiring-a-General-Certificate-of-Conformity">https://www.cpsc.gov/Business--Manufacturing/Testing-Certification/Lab-Accreditation/Rules-Requiring-a-General-Certificate-of-Conformity</a>
      - i. Enforcement policy for products that meet testing exemptions, March 2016
      - ii. Refer to Apparel and Embellishments specifications located on Vendor Portal for details
- 8. Children's Apparel (franki) <a href="http://www.cpsc.gov/Regulataions-Laws-Standards">http://www.cpsc.gov/Regulataions-Laws-Standards</a>
  - a. General Wearing Apparel 16 CFR Part 1610 (Flammability)
  - b. Children's sleepwear 16 CFR Parts 1615 and 1616
  - c. Third Party Testing Use accredited third party CPSC-accepted laboratory
  - d. Children's Product Certification (CPC) based on test results
  - e. Lead Content
  - f. Lead Surface Coating
  - g. Tracking Labels Tracking information is required on all children's clothing. The information must be permanent. Hangtags and adhesive labels are <u>not</u> considered permanent. https://www.cpsc.gov/Regulations-Laws--Standards/Rulemaking/Final-and-Proposed-Rules/Tracking-Labels
  - h. Drawstring Requirements https://www.cpsc.gov/Business--Manufacturing/Business-Education/Business-
- Guidance/Drawstrings-in-Childrens-Upper-Outerwear9. The law requires each shipment to be "accompanied" by the required certificate. The requirement applies to imports
- 9. The law requires each shipment to be "accompanied" by the required certificate. The requirement applies to imports and products manufactured domestically. Under CPSC regulations, an electronic certificate is "accompanying" a shipment and emailed to CPSCFrancescas <a href="mailto:cpscfrancescas@francescas.com">cpscfrancescas@francescas.com</a>. This is required per style number and a single GCC may be acceptable, but the GCC would need to describe the range of style numbers covered by the certificate.

# US CUSTOMS COMMERICAL INVOICE REQUIREMENTS

There is no specific format for an invoice, see 19 CFR 141.85. Although CBP regulations do provide what information should be on an invoice.

# At a minimum, an invoice should contain the below information:

- 1 Written in English
- 2 Invoice date
- 3 Invoice number
- 4 INCO Terms of Sale
- 5 Detailed description of product shipped
- 6 List the quantity shipped Including Net Weight
- 7 Value of Merchandise (price paid or payable)
- 8 State value in U.S. dollars (Many countries use \$. It must be spelled out USD)
- 9 Country of Origin (where the item is manufactured)
- 10 The following parties should be listed:
  - Name and address of the supplier
  - Name and address of the manufacturer (if different from the supplier)
  - c. Name and address of the business or person selling the merchandise
  - Name and address of business or person buying the merchandise, and if different from the importer
  - e. Name and address of the ship to party in the US.
- 11 List any discounts and the reason for them
- 12 All charges that should be declared

# The U.S. importer will need to present the invoice to CBP when clearing their goods.

For further guidance see 19 CFR 141.86, contents of invoices and general requirements.

# **COMMERCIAL INVOICE EXAMPLE:**

			SAMPL	E COMI	MERCIA	L INVOICE	=		
Seller:					Invoice Date:				
					Invoice Number:				
					Payment '	Terms:			
					Currency:	USD			
Buyer:					Manufact	urer's Name	& Address	i:	
Francesca's Adr	ninistrative	e Managem	ent Inc.						
8760 Clay Road									
Houston, TX. 7	7080 USA								
OperationsLogis		escas.com							
	_								
Incoterms of Sale:					Country o	f Origin (whe	ere the ite	ms are mar	nufactured):
									•
					•	Quantity In	Quantity	Price Per	
P.O. No.	Item No.	Style No.	Color	Descr	iption	Cartons	In Pieces	Unit	USD Amount
Total Pieces:									
1	-1								
Net Weight (KG									
Gross Weight (	KG)								
We declare that this invoice shows the actual piece of the goods described and that all are true and correct.									
				_					
Signature/Date									

# **PACKING LIST EXAMPLE:**

	SAMPLE PACKING LIST														
Seller:								Invoice Da Invoice No Page _ of P.O. No.:	D.:						
Buyer:								1							
		trative Ma	nagement	Inc.											
8760 Clay															
Houston,															
DESCRIPT		francescas	s.com												
DESCRIPTI	ION:														
	ON NO.	TOTAL	STYLE	COLOR			SIZES				NO. OF	QTY PER		N.W	G.W
FROM	TO	CTNS	NO.	OOLON	XS	S	M	L	XL	TOTAL	BLISTER	CTN	PCS	(KGS)	(KGS)
			Total :												
TOTAL CA	RTONS:														
TOTAL NE															
TOTAL GR	OSS WEIG	HT (KG):													
CBM:															

#### SECTION 5: SAMPLES AND PRODUCT DEVELOPMENT

- 1. **New Samples**. francesca's® welcomes product samples submitted for consideration of orders.
  - a. Please send catalogs, brochures, photos, or products (including list prices) to the address below.

Attn: Buyers (Please note department: Clothing, Accessories, Shoes, Jewelry, or Gift.) francesca's®
8760 Clay Road, Suite 100
Houston, TX 77080

- b. Samples not ordered may be returned to vendor at vendor's expense using regular ground via FedEx.
- c. Vendor must provide FedEx account information and a valid shipping address to have samples returned.
- 2. Below represents the sample requirements (size, type, number of samples) and timeline required by the francesca's team. Please note that a fully updated Fit Process will be rolled out soon. Continue to partner with your buyer until then!

Department	Develop	ment/Original	F	it Sample	Pre-Produc	tion (PP Sample)	Sneak Peek: pulled from B and billed with Bulk C			, part of sample process/not lled
	# of Samples	Timeline	# of Samples	Timeline	# of Samples	Timeline	# of Samples	Timeline	# of Samples	Timeline
Clothing	1	advised by buyer	1	within 10 days of PO issuance	1	prior to cutting bulk production	1 Full Size Run of every item ordered (color, style, inclusive of plus)	21 days before start ship	1 Full Size Run of every item ordered (color, style, inclusive of plus)	21 days before start ship
Franki	1	advised by buyer	1	within 10 days of PO issuance	100	prior to cutting bulk production	1 Full Size Run of every item ordered (color, style, inclusive of plus)	21 days before start ship	1 Full Size Run of every item ordered (color, style, inclusive of plus)	21 days before start ship
Jewelry	1	advised by buyer	N/A	N/A	3	prior to bulk production	1 case-pack	21 days before start ship	3	21 days before start ship
Accessories	1	advised by buyer	N/A	N/A	3	prior to bulk production	1 case-pack	21 days before start ship	3	21 days before start ship
Footwear	1	advised by buyer	N/A	N/A	1	prior to bulk production	Web Order replaces need for sneak peek	21 days before start ship	2 (Size 6), 1 (Size 9)	21 days before start ship
Gift & Home	1	advised by buyer	N/A	N/A	3	prior to bulk production	1 case pack or 1 inner pack	21 days before start ship	3	21 days before start ship

- a. Please see **SECTION 7, FORMS** for the documents listed below:
  - a. Sample Approval Form-Jewelry
  - b. Extension Request Form-Jewelry
  - c. Web Sample Request Form-Jewelry
  - d. Sample Tag Non-apparel

# 3. Sample, FIT and Top of Production ("T.O.P") Processes

A. Accessories – B. Apparel – C. Footwear – D. Gift – E. Jewelry

# B. Sample Approval Process – Apparel

#### a. Process Timing.

- i. If we are taking the vendor's fit, please skip to "ii. FIT/Pre-Production (P.P.) Sample Submittal"
- ii. First style-fit comments will be sent from the original samples.
- iii. Original samples of items ordered will not be returned, unless requested by the vendor and approved by a member of the buying staff.
- iv. If original samples are returned to the vendor, the vendor will need to return the sample with the next sample submit (Fit 1, P.P. or T.O.P.).
- v. Vendors should keep an accurate record of sample specs and fabrication or a duplicate sample as we strongly prefer not to return original samples.
- vi. Fit 1 and P.P. samples should be submitted as soon as possible and no later than 1-2 week after receipt of the first style-fit comments.
- vii. Fit sampling should not be delayed due to fabric production; Pre-Production (P.P.) samples must be submitted in the production fabric.
- viii. The Top of Production (T.O.P.) samples are due a minimum of 21 days prior to the inhouse date. This timing is suggested; it is the vendor's responsibility to complete the fit and T.O.P. process while maintaining an on-time delivery.
- ix. When requesting comments for a fit sample that has been mailed to us please provide a picture of the style, tracking number, style number, P.O. number, and technical package. Please follow up within 3 days of our receipt.

#### b. FIT/ Pre-Production (P.P.) Sample Submittal.

- i. The Fit 1 sample and P.P. sample is required to be an alpha size Small or numeric size 27 for main range; size 18W or 1X for plus extended and plus exclusive; size 10Y or Medium for tween (Franki). Submit fit samples to FRANCESCA'S SERVICES CORPORATION, to the attention of the Merchandising and Technical Design team.
- ii. P.P.s will need to be submitted even if we are taking the vendor's fit. If P.P.s are not sent in bulk fabric/trim these will need to be submitted separately and approved. Please make sure samples that cannot be fit are labeled as "Not for Fit.".
- iii. Submit samples with our sample tag (included in this document). Please complete all information and place sample tag on wearer's right side of the garment.
- iv. Due to the high volume of samples received daily, mislabeled, or unlabeled samples are at risk for being misplaced or rejected.
- v. List discrepancies (fabric, trim, wash, etc.) in clear text on the sample tag if bulk fabrication and trim are not available.

c. <u>FIT/P.P. Approval Process</u>. The purpose of the fit approval process is to achieve consistency of fit, quality, and to reduce return rates. The usual turnaround time for fit comments is 5 business days for first fits and 2 business days for other fits.

#### d. Technical Design sample comments.

- i. The style-fit comments will be sent via email using the original sample, if the original sample cannot be fit, we must be notified when the bulk order is sent. Please email the Merchandising team and <u>techdesign@francescas.com</u>.
- ii. Original sample is evaluated for balance, proportion, quality and accuracy of styling details.
- iii. Technical package will be created by the vendor after receiving original sample stylefit notes.
- iv. Fit 1 comments will be submitted in the technical package excel document and the excel document will be shared via email. We will instruct you to proceed to bulk P.P. unless otherwise noted.
- v. P.P. sample in the fit approved size (with all fit corrections implemented), will be the next sample required. Please submit to merchandising and technical design team alongside the technical package excel file via email with the cover page, labels and materials pages, fit history and fit correction comments, and production grade. You will receive comments to either correct and proceed or a second revised PP. We reserve the right to see as many samples as necessary to achieve the fit required. Once a final P.P. is approved, please submit TOP size run explained in **SECTION 5.2**
- vi. T.O.P. samples and completed technical package excel file with T.O.P. measurements page completed are required for approval prior to shipment of merchandise.
- vii. Floor ready T.O.P samples must be sent for every merchandise style that is ordered, in EVERY color of every style and any other specifications agreed upon by the Buyers.
- viii. T.O.P. samples must be sent from the actual line of production and must be labeled and tagged as though ready for shipping with a hangtag with price sticker, care label, main label, and size label must also be attached and accurate. Improperly labeled TOP's will be rejected.
- ix. Failure to send full size run TOP samples will result in a \$100 chargeback per style not received.
- x. T.O.P. samples full size run breakdown reviewed in **SECTION 5.2**
- xi. Upon approval, written confirmation of the approval will be added to the technical package and emailed to the vendor within 48 hours of receipt of the sample.
- xii. In the event there are discrepancies with the T.O.P. sample, further production samples or an inspection may be required prior to shipping. We reserve the right to cancel the order if the discrepancies are unacceptable according to our standards.
- xiii. T.O.P. samples must be sent to the address below as soon as the first production garments are completed, BUT NO LATER THAN 21 DAYS PRIOR TO THE IN-HOUSEDATE. If a T.O.P sample is not received and a shipment is sent, it will only be accepted after the buyer's approval of the merchandise and with a penalty, as determined in francesca's reasonable discretion.
- xiv. francesca's® does not pay for fit or T.O.P samples.
- xv. <u>T.O.P. samples must NOT be included on any invoices or packing slips</u>.

- e. Please see **SECTIONS 5A** for the documents listed below:
  - i. Base Size Dress Form (Mannequin) Information
  - ii. Size Chart: Main Range, Plus, and Franki
  - iii. **Technical Package** Includes cover page, labels, materials, original, fit, P.P. specs and vendor comments, production grade, T.O.P. specs pages to be completed by vendor and emailed to Merchandising department and techdesign@francescas.com.
  - iv. How to Measure Guide
  - v. Minimum Construction Guidelines
  - vi. Sample Tagging Process and Artwork
  - vii. Production Grade: Francesca's Main Range, Plus Extended, Plus Exclusive, and Franki
- f. Please see **SECTIONS 7** for the documents listed below:
  - i. **Care Label Information** to be added to the technical package and emailed to the merchandising department.
  - ii. Swatch Submittal Form

# Contact Information for Apparel Sample Process:

Department/Category Group	E-mail	Contact For
Technical Design (Francescas & Franki)	techdesign@francescas.com	Sample submission Tech Packs
Design (Francescas & Franki)	design@francescas.com	Product Development Design
Dresses Merchandising Team (Francescas)	merchdresses@francescas.com	Sample submission P.O. questions Price Stickering and Hangtags Tech Packs
Tops Merchandising Team (Francescas)	merchtops@francescas.com	Sample submission P.O. questions Price Stickering and Hangtags Tech Packs
Lounge Merchandising Team (Francescas)	merchlounge@francescas.com	Sample submission P.O. questions Price Stickering and Hangtags Tech Packs
CWS Merchandising Team (Francescas sweaters, kimonos, wraps)	merchcws@francescas.com	Sample submission P.O. questions Price Stickering and Hangtags Tech Packs
Denim Merchandising Team (Francescas)	merchdenim@francescas.com	Sample submission P.O. questions Price Stickering and Hangtags Tech Packs

Separates Merchandising Team	merchseparates@francescas.com	Sample submission
(Francescas jackets, bottoms)		P.O. questions
		Price Stickering and Hangtags
		Tech Packs
Franki Merchandising Team	merchfranki@francescas.com	Sample submission
(All categories)		P.O. questions
		Price Stickering and Hangtags
		Tech Packs

#### **SECTION 5A: APPAREL TECHNICAL DESIGN**

Apparel technical design onboarding training is available to all vendor partners and newly hired technicians within your organization. A technical design onboarding manual will be shared as a tool for vendors to learn and understand Francesca's process and requirements. The manual contains information about technical design and construction requirements that apply to all Francesca's brands.

Please email <u>techdesign@francescas.com</u> to begin onboarding. Include member emails for training and time zone with the subject line "Technical Design Onboarding Request – (Vendor name).

## 1.Base Size Dress Form (Fit Mannequin) Information:

- a. Francesca's Size Small/4/27 Dress Form Specifications
- b. Plus Size 18W/1X Dress Form Specifications (will be added soon)
- c. Franki Size 10Y/Medium Dress Form Specifications
- d. HTYM Supplier Contact Information to order dress form

# francesca's

Form Name: Francescas WOMEN Global 4/Small
HTYM ID: FRN-WMS0004-2201
Unit: Inch

25-Mar-2022

Standard Measurements	Francescas Specs
Neck Base Grith	14 1/4
Mid Neck Girth	13
Around Shoulder	39 1/8
Upper Chest Girth	33 3/4
Bust Girth	34 1/2
Under Bust Girth	29 3/8
Waist Girth	27 1/2
High Hip Girth - 2in From Waist	30 5/8
High Hip Girth - 4 in From Waist	33 1/2
Low Hip Girth - 8in From Waist	37
Low Hip - 10in From Waist	37 1/4
Thigh Girth	21 3/4
Mid Thigh Girth - 6in Below Crotch	18 7/8 13 1/2
Knee Girth Calf Girth	13 1/2
Ankle Girth	8 1/2
Armhole	15 1/2
Bicep Girth	11
Elbow Girth	9 1/2
Forearm Girth	9
Wrist Grith	5 7/8
Total Height - No Head	60
Vertical Trunk Length	59 3/8
Center Front Neck To Waist Length	14
Center Back Neck To Waist Length	15 7/8
Waist To Low Hip (Seat) Length	8
Waist Height From Floor	40 7/8
High Hip Height From Floor	36 7/8
Low Hip Height From Floor (8in From Waist)	32 7/8
Low Hip Height From Floor (10in From Waist)	30 7/8
Inseam	30 1/2
Thigh Height From Floor	29 3/4
Midthigh Hieght From Floor	24 3/4
Knee Height From Floor	18
Calf Height From Floor	11 5/8
Ankle Height From Floor Total Rise	2 3/4 25 1/2
Shoulder Drop	
Across Shoulder	1 5/8 15 1/4
CF Neck To Across Front	2 3/4
Across Front Width	13 1/8
CB Neck To Across Back	4 3/4
Across Back Width	14 1/8
Bust Height From Floor	47 3/8
HPS To Bust Point	10 1/8
Bust Point To Bust Point	7 1/4
Halter - Bust Point To Bust Point	26 3/4
Center Back Neck To Wrist	30 1/2
Arm Length	22 7/8
Arm Extension	1 1/2

# Dress Form - Front View & Back View





# franki

Form Name:	Franki GIRL Global 10/Medium
HTYM ID:	FRN-GGL0010-2205
Unit:	Inch
	6-Jun-2022

Standard Measurements	Franki Specs	Dress Form - Front View & Back View
Neck Base Grith	12 7/8	(1)
Mid Neck Girth	11 1/2	
Bust Girth	29	As As
Under Bust Girth	27	יש יש
Waist Girth	25	
High Hip Girth - 3" From Waist	28	
Low Hip Girth - 6 3/8" From Waist	30	
Thigh Girth	17 7/8	
Mid Thigh Girth - 5 1/2in Below Crotch	15	
Knee Girth	12	
Calf Girth	11 1/8	
Ankle Girth	7 5/8	
Armhole	12 3/4	
Bicep Girth	8 7/8	
Elbow Girth	8 1/2	
Wrist Grith	5 3/4	
Total Height - No Head	48 11/16	
Vertical Trunk Length	50 7/8	
Center Front Neck To Waist Length	11 5/8	F. R.A.N.K.)
Center Back Neck To Waist Length	12 7/8	
Waist To Low Hip (Seat) Length	6 3/8	
Waist Height From Floor	35 5/8	
High Hip Height From Floor	32 5/8	
Low Hip Height From Floor (63/8 in From Waist)	29 1/4	
Inseam	26 1/2	
Thigh Height From Floor	25 1/2	
Midthigh Hieght From Floor	22 15/16	
Knee Height From Floor	16 1/2	THE RESERVE OF THE PERSON NAMED IN COLUMN 1
Calf Height From Floor	11 3/8	
Ankle Height From Floor	2 7/8	
Total Rise	22 7/8	
Shoulder Drop	1 1/2	
Across Shoulder	13 1/4	
CF Neck To Across Front	2 3/8	
Across Front Width	10 7/8	
CB Neck To Across Back	4 1/4	
Across Back Width	12 3/8	
Bust Height From Floor	41 7/8	
HPS To Bust Point	7 7/8	
Bust Point To Bust Point	6	1
Halter - Bust Point To Bust Point	21 3/8	]
Center Back Neck To Wrist	26 5/8	1
Arm Length	19 3/4	

# d. HTYM Contact Information:

Sandy Wu

HTYM (Yimei) Mannequin CO.,LTD

Tel: 86-0755-84879748 Mobile: 86-18929307512 E-mail: info@yimei.com.cn , yimeidummy@qq.com

No.227-2 Qingshui Road, Wulian, Longgang District, Shenzhen, 518116, China

# 2. <u>Size Chart: Main Range, Plus, and Franki:</u>

# Main Range Size Guide (francesca's)

# Dresses, Tops, Bottoms, and Denim

US SIZE	SIZE	BUST	WAIST	HIPS	<b>DENIM SIZE</b>	<b>DENIM WAIST</b>
00	XXS	30.5"	23.5"	33"	0	24
0	XS	32.5"	25.5"	35"	1	25
2	S	33.5"	26.5"	36	3	26
4	S	34.5"	27.5"	37"	5	27
6	M	35.5"	28.5"	38	7	28
8	M	36.5"	29.5"	39"	9	29
10	L	38"	31"	40.5"	11	30
12	L	39.5"	32.5"	42	13	31
14	XL	41"	34"	43.5"	15	32
16	XL	42.5"	35.5"	45"	17	33

# Plus Extended Size Guide

# Dresses, Tops, Bottoms, and Denim

US SIZE	SIZE	BUST	WAIST	HIPS	DENIM SIZE	DENIM WAIST
16W	1X	43.5"	36.5"	46"	-	34
18W	1X	45"	38"	47.5"	-	35
20W	2X	47"	40"	49.5"	-	36
22W	2X	49"	42"	51.5"	-	37
24W	3X	52"	45"	54.5"	-	38

# Youth Size Guide (franki)

# Dresses, Tops, Bottoms, and Denim Sizing

ALPHA	SIZE	HEIGHT	CHEST	WAIST	HIP
XS	7-Y	49-52	26	22.5	27
S	8-Y	52-55	27.5	23.5	28.5
M	10-Y	55-58	29	25	30
L	12-Y	58-60	30.5	26.5	32
XL	14-Y	60-62	32	28	33.5

- 3. Technical Packages located in the Vendor Portal:
  - a. Main Range and Plus Extended Technical Package
  - b. Plus Exclusiive Technical Package
  - c. Franki Technical Package
- 4. How to Measure Guide located in the Vendor Portal:

How to Measure (HTM) guide includes all points of measure form the Point of Measure (POM) database and provides an interactive approach to referencing how to measurement garments.

5. <u>Minimum Construction Guideline</u> located in the Vendor Portal:

Due to styling, construction details may deviate from minimum construction and quality guidelines. Specific construction details will supersede these guidelines.

#### INTERNAL COMPONENT STANDARDS

## **Interlining**

- Setting conditions for interlining must be based entirely on the criteria stated in an Interlining Test Report provided by the supplier, requiring the following information to be checked: temperature (setting for machine), time/speed and pressure
- Stretch interlining quality should be used on knit garments and denim waistbands
- Interlining color must be compatible with color of shell fabric
- Must be properly applied and does not peel, bulge, blister after pressing or after wash if required

#### Lining

- All linings patterns must have ease unless flat lined
- Lining must have stretch properties for knit garments

#### Stitching Thread

- SPI density must meet standards
- Texturized thread must be used in looper/spreader of cover stitch hems/seams
- Core Spun thread must be used for attaching all buttons; on all topstitch; on all washed garments
- Topstitching should color match or DTM shell fabric/ground of print. (unless otherwise called out in the Tech Pack) and must maintain colorfastness
- Synthetic leather product will have specific thread types defined on the tech pack or approved sample
- Thread color on inside of garment should color match or DTM to inside of body color.
- Garment-dyed products must be sewn with dyed polycore undyed cotton wrap thread
- Monofilament thread is not allowed on seams

#### <u>Labels</u>

• Follow label placement standards indicated in the Apparel Packaging Guide on the Vendor Portal

#### TRIM PERFORMANCE STANDARDS

- All trims must meet safety and performance standards
- Trims must be compatible with shell fabric, additional components, and application method

#### Elastic

- All elastic must have elasticity, recovery, and width must be even before and after washing
- Encased elastic must be tacked at center back or sides to prevent rolling
- Use test pull and compare with approved sample.

### Zipper

- No peeling or loss of paint from Zipper
- Zippers must be ordered to specified length and not cut to measure (exception is invisible/concealed zipper) –
   Tolerance length from 1mm to 3mm
- Withstand horizontal and vertical pulling force.
- Semi-auto lock zippers on bottoms with a fly should be used
- All metal Semi Auto Lock or Auto lock zippers must be used in all applications except pockets

#### Fasteners & Closures: Hook/Eye, Hook/Bar, Buttons and Snaps

- Hook/Eye and Hook/Bar must be compatible with fabric weight and garment construction and attached properly and securely
- Anchor buttons must be 4-hole buttons.
- Heavy fabrics and all outerwear should have an anchor button.
- Tack button shank length must be compatible with fabric width, weight and garment construction and must be securely attached
- Spring snaps may not be used on center front closure for pants

## <u>Fasteners & Closures:</u> Buttonholes and Loops

- Buttonhole and Loop size must be appropriate for button size and fabric type to allow for ease of buttoning as well as security when closed
- Bound buttonholes must be reinforced with interlining
- Keyhole buttonholes require a gimp thread and must have bar tack end

# **Decorative Trims**

- Backing left on finished garments should have no visible edge
- Backing should not have differential shrinkage after laundering
- Beading must be attached with compatible thread with knotted edge every 2 cm
- Exposed shoulder pads must be covered with fabric, clean finished, and tacked on shoulder seam allowance with 3 tacks ½" from each edge unless they are removable
- Shoulder Pads must be made of non-yellowing material
- Drawcord ends must be finished as per tech pack and/or approved sample

#### CONSTRUCTION STANDARDS

- Needle size and type must be compatible with fabric, trim, thread size and construction application
- All stitching that is not inserted into another seam must be secured by one of the following methods:
  - Back stitch with a minimum of 4 stitches as standard and 6-8 stitches on wash garments
  - Bar tack caught in an intersecting seam/stitch
  - Cover stitch and/or topstitch with a 4 stitch over run in an discreet location.
- Stitching on a seam must be continuous and repairs must be undetectable
- All loose thread ends must be trimmed within 1/8"
- All stitching must be straight and even within 1/16"
- Float lengths should be no longer than ¾"
- Seams must support 7 lbs without breaking the thread
- Internal seams and topstitching should be:
  - 8-10 SPI: heavy weight fabrics
  - 10-12 SPI: lightweight fabrics
  - 12-14 SPI: fine gauge knits and woven
- Staystitching must not be visible on finished garment, and should not impair garment performance
- Knit seam allowances must be at least ¼" from needle to cut edge
- Thread tension must be correct for fabrication
- Seams must not be puckered or stretched
- Seam allowances should not be twisted and should be pressed toward the back of the garment or as specified in the tech pack or approved sample.

#### Seam Guidelines – Woven

#### Internal seams:

- Stitch number 505 3 thread overedge stitch, looper thread forming a double purl on edge of seam
- Stitch number 301 Lockstitch, single needle straight stitch
- Stitch number 516 5 thread safety stitch

# Seam Guidelines – Knits

## Internal seams:

- Stitch number 504 – 3 thread overedge, loop thread forming a purl edge on edge of seam

## Seam Guidelines - Denim

- Inseams should be continuously sewn after rise seams are joined
- Bar tack inseam on inside of garment at crotch join seam parallel to inseam
- Edgestitch at outseam must secure seam allowance toward back panel and must have back tack minimum of 6-8 stitches at ends to secure

#### **Center Front Openings**

- All openings should be right over left, except on jean style pants or specified
- Denim jeans will have waist closure left over right
- · All openings must be faced or clean finished.
- All facings should be understitched

#### Necklines

Necklines must meet minimum requirements stretch of 24" circumference without breaking stitches.

### Armholes:

- All sleeves to be circular set to armhole
- Sleeveless armholes to have trim circular set
- Sleeveless armholes that cannot be circular set to have seam allowance pushed to back and tacked across seam through seam allowance

### Waistbands:

- All elastic should be circular set
- Tunnel elastic must be secured at a minimum of 2 points along a circular tunnel/casing
- Waistbands with facings should have ¼" clear elastin taping inserted at top edge
- Waistband for stretch denims should have interlining on inside and outside pieces of the contoured shaped band.
- Waistband should be set with acceptable ease consistent with stretch of fabric

### **Belt Loops**

- Raw edge on underside of loop must be trimmed to be no more than 1/8" beyond tack
- Belt loops should be set so they are vertical when on-body and set flat with no ease

### **Zippers**

- Interlining at zippers not to extend beyond width of seam allowance
- Invisible/concealed zipper is to be maximum ¾" longer than opening
- Invisible/concealed zipper must be bound with self-fabric if cut end
- Invisible zippers should have hook/eye or design specific closure set at top of zipper
- Zipper head should be positioned just below hook/eye or design specific closure
- Zippers set into pockets should be back tacked with a minimum of 4 stitches at start and end of zipper
- Side seam must be reinforced with fusible interfacing before setting zippers on bias garments

### Fly Opening

- "J-stitch" must be back tacked on inside row of stitching at bottom of zipper opening and ¾" up from bottom of "J-stitch", through all layers including fly facing
- Fly facing should be folded and clean finished with angle at bottom edge following shape of "J-stitch"
- Bar tack Fly facing to J-stitch turnback overlock edge 1" from fly facing bottom edge

### Rise Seams

All Rise seams, except denim, to be sewn continuous front to back. Close inseams prior to sewing rise seams.

### **Inside Facing**

• Jacket (unlined) facings must be secure tacked or loose tacked to inside of garment in 3 places to secure facing to inside of garment

### **Pockets**

- Pockets on all styles are to be symmetrical and balanced from side to side.
- Pocketing must not be visible on faced pocket openings
- Patch pockets must have mitered seam allowances and be reinforced at opening with a secure stitch or bar tack
- Seam allowance on stitch-thru pockets must be even in width and not to exceed 3-4 mm topstitch
- Welt pockets are to be closed with long baste stitch (5 SPI), leaving ½" open at either end.
- Welt pockets are to be reinforced with fusible at ends and turned corners must not have pleats or puckers
- On-seam pocket openings must have reinforced back stitch from inside at top and bottom of bag
- Pocket bags are to be clean finished with French seams, safety stitch and/or inserted to fold

#### Hems

- All hems must be sewn in the round (circular, seams closed and then hemmed)
- Hems should match at seams
- Hem must not have roping or puckers
- Garments with wide facings at bottom edge must be clean finished
- Blind stitched hems are to be finished with overlock prior to hemming and should not have visible stitches on outside of garment. 1" overlap at start stop
  - Stitch number 103: Single thread blind stitch; 3-5 SPI
- Self turned hems are to be finished with one of the methods below:
  - Double turned and stitched for clean finish if 1" width or under
  - Knit hem.
    - stitch number 602: 2 needle, 4 thread cover stitch with no more than 1/16" raw edge tolerance. Cut edge must extend beyond needle
    - stitch number 406 2 needle bottom cover stitch with no more than 1/16" raw edge tolerance. Cut edge must extend beyond needle
    - o stitch number 401: Chainstitch; clean finish

### Darts/Pleats

- Waist darts/pleats are to be pressed toward side seam
- Bust darts are to be pressed toward hem
- All darts are to be secured with knot and thread is to hang loose ¾" at end
- All darts should be pressed on a shaped form, not on a flat table
- All stitched pleats must be back stitched a minimum of 4 stitches
- · Shirring must be evenly distributed

### Vent/Slit Openings

- Hems must be finished before slit/vent unless mitered
- Vents/Slits must be reinforced at stress point and clean finished
- Vents/Slits longer than 3" must be "X" tacked closed for shipping

### **Smocking**

- Smocking must be sewn using two thread chainstitch machine with elastic thread in looper on inside of garment
- Smocking must be reinforced with lockstitch at the start and end across the stitching prior to closing the seam

#### Loops/Straps

- Thread loops for belts should be continuous loops tacked securely on inside of the garment
- Hanger loops for halter tops, strapless tops/dresses and sleeveless tops/dresses should be 3/16" wide, satin ribbon, color match or DTM. Clear elastin taping may be used for fine/sheer fabrics
- Hanger loops should be inserted into shoulder seam ½" from edge
- Adjustable straps should have a 2 ½" return
- Return edge of strap should be trimmed to 1/16" from tacking stitch
- Back end of strap must be clean finished/set into binding or edge of garment. If fabric does not allow for clean finish, edge of strap should be heat sealed or sonic cut

### Reinforcements

- Shelf bra elastics must have seam allowances tacked down toward back of garment
- Shoulder seams must be reinforced with interlining tape for wovens and clear elastin tape for knits
- Side seams and inseam hems that cannot be hemmed circular must have seam allowance pressed toward back of garment and tacked down

#### Boning:

- Press boning flat prior to sewing into garment
- Cover boning ends to prevent poking through fabric
- Boning must be set ¼" from top and bottom edge of seam

### Fasteners & Closures Non-Button, Buttons, Thread

- All fasteners/closures/buttons for fabric 12 oz and under must be applied through a minimum of two-ply fabric with interlining reinforcement
- Adjustable bra components must be appropriate for strap width and fabric thickness
- Thread Tex size will be determined by the weight of fabric:
  - 4 oz or less fabric use =/<30 Tex size</li>
  - 5-11 oz fabric use =/<40 Tex size</li>
  - 12 oz or more fabric use =/<60 Tex size
- Use the appropriate needle type and size for fabric
- Buttons must be attached using correct thread qualities
- Garment dyed products: Attached buttons after dyeing
- Thread should be the same color as button unless otherwise specified
- Thread shank is required for all jacket and outerwear buttons that do not have built in shank and must be correct width for fabric thickness
- Four-hole buttons should be sewn on "X" in the direction of the buttonhole
- Logo buttons are to be sewn in same direction
- Tack button shank length must be compatible with fabric weight and garment construction and must be securely attached. Work with trim supplier for pinch settings and component selection.

### **Buttonholes**

- Buttonhole size must be appropriate for button size and fabric type to allow for ease of buttoning as well as security when closed
- Buttonhole stitch number 304 lock stitched and be fully covered without exposed fabric edges
- Large gauge sweaters should have hand knit buttonholes as applicable by placket construction

### **Sweaters** (this information applies to sweaters only)

- Sweater vents must be clean finished with tubular, rib stitch, hand crochet edge, or self-start
- Tighten tension and insert 3/8" nylon on all rib starts
- Continuous yarn must be used for linked seams
- Full Fashion Seams unless otherwise specified
- All internal seams must be linked unless otherwise specified
- Linked seams must support 7 lbs without breaking the thread link
- Linked seams should be finished by securely knitting all loose ends back into seam and tied off
- All loose plied yarn ends should be split and knitted undetected into knit panels/seams
- Yarn floats should have maximum float length of 3/8" unless otherwise specified
- Inside facings (i.e. Full Needle strapping, jersey, etc.) must be tacked down to inside garment to secure facing to inside
  garment. If garment has pocket bags-bags are inserted beneath facing and then tacked
- Linked shoulders unless fashioned to the back require clear elastin tape
- Overlocked shoulder seams should be reinforced with clear elastin tape attached with single-needle chainstitch or as needed per garment, with a maximum of 1/8" seam allowance from tape edge
- Shoulder seams that are fashioned to the back must be linked
- Turtlenecks should have a 2" reverse seam unless otherwise specified
- Armhole and sleeve should have minimum of ¾" cast-off before starting fashioning
- Sleeveless armhole should have minimum 3/8" cast-off before starting fashioning.

### 6. Sample Tagging Process and Artwork:

### **Process Overview/Task:**

Apparel product samples must be submitted to Francesca's using the appropriate sample tag to indicate the sample purpose for submission. Sample tags are Vendor supplied. Please attach all sample tags on the wearer's right side (underarm/side seam). Sample tagging process provides ease of tracking styles and clarity for Reader on styles' content.- please complete all required fields.

- a. Apparel Hang Tag Selections:
  - i. **Original Sample (Org) -** Samples to visually represent a product idea. Vendor offerings or inspiration sample.
  - ii. **Fit Sample** Measured sample that is evaluated for fit and construction. Size sets are measured samples that will be submitted for fit, construction and or quality issues.
  - iii. **PP** –Pre-Production samples which consist of all bulk approved fabric, trims and labels. Samples should represent any corrections made to a PP prior to cutting.
  - iv. **T.O.P.** Top of Production samples and must represent actual production.
  - v. **Sneak Peek (S/P)** A production size run of every style/color is due in warehouse 21 days prior to the P.O. in house date. This is crucial to enable marketing and price compliance
- b. Dimensions of Tag: 4" x 5.5"
- c. Paper Weight of Tag: 215 gsm +
- d. Apparel Hang Tag Print Out in Vendor Portal
  - i. Example of filled tag below:

☐ francesca's ☐ PLUS EXCLUSIVE								
□ PLUS □ franki   Sent Date: Mailed Date								
Sample Type: ORG FIT PP TOP S/P								
Style #: Style Number and Name from Tech Pack								
Vendor: Full Vender Name Country: Where Produced								
PP Approval Date: Date Cut Date: Cut in FTY								
Cancel Date: Purchase Order PO #: Number								
Total # Units for Units: Current Stage Set Sample Size: Alpha/Numeric								
Carryover (if applicable)								
☐ Corrent Fabric Content ☐ Sub Fabric ☐ Bulk								
Fabric Content:								
Color/Wash: (if applicable)								
Weight: GSM Gauge/Stitch: For Sweaters								
Vendor Notes: Notes for Francesca's Home Office								
(use back if needed)								
Sample Status: Approved Not Approved Francesca's Internal Use								
Date: Next Submit:								

7. <u>Production Grade:</u> Francesca's Main Range, Plus Extended, Plus Exclusive, and Franki located in Vendor Portal Alpha and numeric production grading and Point of Measure (POM) database is available for Vendors to build technical packages. Database includes tolerances and criticality to ensure production standards are met.

### **SECTION 6: TAG, LABEL, AND PACKAGING REQUIREMENTS**

### A. Tagging and Labeling.

- i. Ordering Price Stickers, Hangtags, Main/Size/Care Labels.
  - a) Barcode/Price Stickers must be ordered from NatCo. Please follow this link to order: <a href="mailto:gmp.natcoglobal.com">gmp.natcoglobal.com</a>.
  - b) All hangtags, main labels, size labels, and content/care labels must be ordered through our nominated trim supplier, **Brand ID**. <u>Vendors should not make their own labels</u>.
  - c) To access Brand ID's Portal, please email <a href="mailto:support@brandid.com">support@brandid.com</a> to create an account, then log in to <a href="https://cloud.brandid.com">https://cloud.brandid.com</a>.
  - d) The trim package or carding/packaging item you are required to use will be indicated on the official P.O.under the "LABEL" attribute field.
  - e) Ordering, purchasing, and scheduling shipment for all trims, hangtags, labels, and carding/packaging is the vendor's sole responsibility.

### ii. <u>Label Requirements, Application, and Placements</u>

- a) The required labels or packaging item will be specified under the "LABEL" field on the official P.O.
- b) For label and hangtag requirements, applications, and placements, please refer to our guides on the Vendor Portal.
  - For <u>Apparel</u>, please refer to the <u>Apparel Trim Packages</u> and <u>Apparel Packaging Guide</u> on the Vendor Portal.
  - For <u>Accessories</u>, please refer to the **Accessories Packaging Guide** on the Vendor Portal.
  - For <u>Jewelry</u>, please refer to the <u>Jewelry Packaging Guide</u> on the Vendor Portal.
  - For <u>Franki</u>, please refer to the **Franki Packaging Guide** on the Vendor Portal.
  - For <u>Gift/Home</u>, please order Barcode/Price stickers from Natco via <u>gmp.natcoglobal.com</u> and place on the product.

### iii. <u>Tracking Label for Children's Products</u>

- a) Tracking label is required for all children's products manufactured after August 13, 2009, according to the CPSIA.
- b) Label must contain information that will enable the manufacturer to ascertain the location and date of production, to facilitate recalls. Label must be permanent as "practicable".
- c) The following is attached to each garment:
- ID Label:
  - VPN Style Number
  - Manufacturer or Private labeler name
  - Location and date of production of the product
  - Batch / run number

- Main Label:
  - Francesca's or Franki (children's) trademark brand name

### https://www.cpsc.gov/Business--Manufacturing/Business-Education/tracking-label

d) Example of a Tracking Label

Style# FR-S22-T02-I

Manufacturer or Private

labeler name

Date

180216 (P.O.# OPTIONAL)

- Children's Flame-Resistant Sleepwear
  - a) The following is attached to each garment:
- UPC Sticker
  - VPN style number
  - Manufacturer/supplier number
  - Season (Season and Year)
  - FPU (Fabric Production Unit)
  - GPU (Garment Production Unit)
- Main Label
  - Francesca's or Franki (children's) trademarked brand name
- Socks and Hosiery
  - a) The following is attached to each garment:
- UPC Sticker
  - VPN style number
  - Country of origin
  - Date of production (Month and year)
- Package Band
  - Francesca's or Franki (childrens') Name and address
  - Country of origin
- iv. <u>Content/Care Labels</u>.
  - a) Content/Care labels are required for all apparel product
  - b) Content/Care labels are required for accessories product if specified on the P.O.
  - c) The Content/Care Label must be ordered through **Brand ID** by completing the "Care Label Order Form" as found on the Vendor Portal.
  - d) The **Care Label Order Form** will require the following information:
  - The style # as it appears on the official P.O
  - The vendor or manufacturer's RN#. Francesca's does not provide RN#s
  - The country of origin
  - The fiber content of the self-fabric (shell) and lining
  - Care instructions appropriate for the specified product/fabric
  - e) **Disclaimer Tags**: If specified on the P.O. to order an existing or create a new disclaimer tag following our standards, please do so. If you identify your

- f) product requires special care or attention, create a new disclaimer tag following our standards as detailed in the guides on the Vendor Portal
- v. <u>Brand ID Contact Information</u>
  - a) support@brandid.com
- vi. <u>Natco Contact Information</u>
  - a) Hellen Ma Customer Service in Shanghai
    - hellen.ma@natcolabel.com.cn
    - T: +86 21 3360 0192/0197/0407 x 818
  - b) Aneetra Gaston Customer Service in LA
  - Aneetra.Gaston@natcoglobal.com
  - T: 818-409-0019 x 247
  - c) Dulce Roberts Sales Support/Assisitant
  - Dulce.roberts@natcoglobal.com
  - T: 818-409-0018 x 233
  - d) Cori Marshall-Pelayo Account Director
  - Cori.pelayo@natcoglobal.com
  - T: 818-409-19 x 93

#### **SECTION 7: FORMS**

PAGE I. EXTENSION REQUEST FORM

**PAGE III. REVISION REQUEST FORM** 

PAGE IV. JEWELRY SAMPLE APPROVAL FORM

PAGE V. ROUTING REQUEST FORM

PAGE VI. BANK AUTHORIZATION

**PAGE VII.** CREDIT APPLICATION

PAGE VIII. FRANCESCA'S ORDER FORM

PAGE X. SAMPLE INVOICE

PAGE XI. SWATCH APPROVAL FORM

PAGE XIII. FRANCESCA'S VENDOR PRODUCT DESCRIPTION FORM - JEWELRY

**PAGE XIIII.** FOOTWEAR SPEC SHEET

PAGE XV. ACCESSORIES SPEC SHEET

PAGE XVI. GIFT SPEC SHEET

PAGE XVII. FRANCESCA'S GUIDELINES FOR USE OF VENDOR IMAGES

PAGE XVIII. BOL EXAMPLE

### **TRIM GUIDES**

The Trim Guides listed below will be updated from time to time.

For the most current version of these files, please visit gmp.natcoglobal.com.

- 1. TRIM GUIDE-ACCESSORIES
- 2. TRIM GUIDE- APPAREL
- 3. TRIM GUIDE-FOOTWEAR
- 4. TRIM GUIDE-GIFT
- 5. TRIM GUIDE-JEWELRY forms

# **REVISION REQUEST FORM**

francesca's REVISION REQUEST									rancesca's REVISION REQUEST FORM					
	PO#	Style #	Photo	Color	Cost w/ Damages	Size Breakdown	Size Ratio	Total Pre-Pack Units	Singles Unit Ratio	New Style #	Other/Notes			
cxampre	123123	123FR	Insert Photo	Light Blue	\$2.50	S-M-L-XL	1-2-2-1	72	12-24-24-12	N/A				
	123123	145FR	Insert Photo	Black	\$3.75	S-M-L-XL	1-2-2-1	300	25-50-50-25	156FR	new style number, same units			

# JEWELRY SAMPLE APPROVAL FORM

# **Subject Email: Sample Approval Pending**

PO#	P.O. Cxl Date	IMAGE	Style#	PP Sample	TOP Sample	Date Sent	Approval	Comments

# **ROUTING REQUEST FORM**

### YELLOW IS REQUIRED

francesca's	•	LOGISTIC	S FORM				
Today's Date:							
Ready for Pick Up Date:			Cancel Date:				
Pick Up Ready Time:							
Pick Up Close Time:							
Pick-Up Location Name:			Does origin have	loading dock?			
Pick-Up Street Address:			Is a Lift-Gate Tru	ck Required?			
Pick-Up City:							
Pick-Up State:							
Pick-Up Zip Code:							
Vendor Name:			Contact Name:				
			Contact Phone:				
Light Yellow are Supplier mand	latory Entry Field	S					
PO Level Information			Input Pallet Length	Input Pallet	Input Pallet		Dimensional
PO Number	Carton Count	Pallet Count	(inches)	Width (inches)	Height (inches)	Gross Weight	Weight
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
Total	0	0				0	0
Commodity Code: Commodity Name: Packaging:  Special Requirements: EXAMPLES: Straight Truck only for Pick up, Park in Back Alley for loading, etc.  Please send completed form	n to Logistics (Af						



North American Textile Company, 346 West Cerritos Avenue Glendale, CA 91204 USA www.natcoglobal.com Tel: +1 (818) 409-0019 Fax: +1 (818) 409-9302

BANK AU	THOR	IZATI	ON
Date:			

Dear Sir / Madam:

Due to the tightening of regulations in the divulging of credit information, banks are now requiring a written authorization from their depositor for release of any information in regards to their account.

Please fill out, sign, and send back this bank authorization together with the completed credit application form to fax#818.409.9302 attention: CREDIT DEPT, or by email at credit@natcoglobal.com

Thank you,

COMPLETED BY:

North American Textile Compa	ny	
I give my authorization for the	release of	information regarding my account to NATco Credit Department.
BUSINESS NAME		
AUTHORIZED SIGNATURE		
ACCOUNT NUMBER		
BANK NAME		
ATTENTION		
PHONE		FAX NUMBER
	Th	is portion to be filled out by Bank
DATE ACCOUNT OPENED		
CHECKS RETURNED		
AVERAGE BALANCE		



Email address:

North American Textile Company, 346 West Cerritos Avenue Glendale, CA 91204 USA www.natcoglobal.com Tel: +1 (818) 409-0019

# **CREDIT APPLICATION**

Date:	_	_

	ng of your credit application, pleasention CREDIT DEPT or email cred	se fill out this form completely and send it lit@natcoglobal.com .				
Thank you!						
North American Textile Compan	у					
BUSINESS NAME		-	<del>-</del> -			
BILLING ADDRESS			_			
CITY	STATE	ZIP CODE	_			
PHONE	FAX	EMAIL				
YEAR ESTABLISHED	TYPE OF BUSINESS					
SELLER'S PERMIT NO.	TAX IDENTIFICATION	NTIFICATION NO				
NAME OF CFO / ACCOUNTS PAYA	PRODUCTION TRADE RE	FERENCES	- <u>-</u>			
Company		Company				
Name Address		Address Address				
Phone		Phone				
Fax		Fax				
Attn:		Attn:				
Email address:		Email address:				
Company Name Address		Company Name Address				
Phone		Phone				
Fax		Fax				
Attn:		Attn:				

Email address:

			FRANCES	SCA'S ORDEF	RFORM			
	COMMENTS / REMARKS				NATCO GI	LOBAL		
		BILL T				SHIPT		
ORDER DATE		ADDRES				ADDRES		
221		ADDRES				ADDRES		
PO#		CIT STATE / PRO				CIT STATE / PRO		
SHIPVIA		POSTAL COD				POSTAL COD		
Jilli VIA		COUNTR				COUNTR		
ACCOUNT#	NATCO	CONTAC				CONTAC		
	the bigit treated factors to place factoring	TELEPHON				TELEPHON		
	francesca's	EMA				EMAI		
	trancescas	Order Contac	cts: Shanghai - He			os Angeles - Aneetr	a Gaston - aneetra.g	gaston@natcoglobal.com
ITEM CODE	ITEM DESCRIPTION	SIZE	coo	QUANTITY PER SIZE				ORDER QUANTITY
	FIRED CONTENT				CARE INCERTIONS		601101	Total Quantity
	FIBER CONTENT				CARE INSTRUCTIONS		COUN	TRY OF ORIGIN
COMPONENT 1 (OPTIONAL)	CONTENT (%)	CONTENT (%)	FIBER NAME		WASH		INADOL	DTED FARRICS
					BLEACH DRY		IIVIPOI	RTED FABRICS
					IRON			RN#
					DRYCLEAN			MV//
					OTHER1		PROVIDER OR	VENDOR NUMBER
COMPONENT 2 (OPTIONAL)	CONTENT (%)	CONTENT (%)	FIBER NAME		OTHER2			
					OTHER3			
					OTHER4			
					VARIABLE CALLOUTS PIECES		ADD RC	OWS AS REQUIRED
					ALLOUT 1			
					ALLOUT 2			
					ALLOUT 3			

All quantities are converted automatically to multiples of 50pcs by this order form. The quantities listed under "Production Quantity" will be used for producton and billing purposes. Production lead-time begins after PI is signed, complete order form is received, layout is approved and payment terms are satisfied (in case of pre-paid customers). Production may be delayed if information is not provided in full, or order form is modified in any way. The Required Date field does not represent any form of commitment on NATco's part; it merely provides information that is useful for providing a better service to our clients. Please refer to http://www.natcoglobal.com/terms for full Terms & Conditions for this order.

					ORDERFORM					
			BILLTC				SHIPTO			
	COI	MMENTS / REMARKS	ADDRES!				ADDRESS			
ORDER DATE			ADDRES!				ADDRES:			
			CITY				CITY			
VENDOR INTERNAL PO#			STATE/ PROV				STATE/PROV			
			POSTALCODI				POSTALCODI			
SHIPVIA		AND ASSESSMENT OF THE PARTY OF	COUNTRY				COUNTRY			
		NATCO	CONTACT				CONTACT			
SHIPPINGACCOUNT#	£	ancesca's	TELEPHONE				TELEPHONE			
			EMAII				EMAII			
ITEMCODE:	FR-BSTKR-01(	25 x 51mm Price Sticker)	Order C	ontacts: Shanghai - Hellen Ma	ı - hellen.ma@natcol	abel.com.cn   L	os Angeles - Aneetra G	iaston - aneetr	a.gaston@natcoglol	oal.com
COUNTRY OF ORIGIN:										
				VARIA	ABLE INFORMATION					1
STYLE#	COLOR	SIZE	SEASON	DESCRIPTION	VENDOR CODE	ITEM#	PRICE	PRE-PACK QTY	ORDER QUANTITY	PRODUCTION QUANTITY

# **SAMPLE INVOICE**

### INVOICE

### COMPANY NAME

Your Address Your Address Phone - 000-000-0000 Fax - 000-000-0000

DATE	
INVOICE#	
Customer ID	

### **BILL TO:**

Francesca's Services Corp. 8760 Clay Road, Ste. 100 Houston, TX 77080 713-864-1358

### SHIP TO (if different)

Francesca's Services Corp. 8760 Clay Road, Ste. 100 Houston, TX 77080 713-864-1358

PO#	SHIP DATE	SHIP VIA	
123456	2/22/2022		

Style #	DESCRIPTION	COLOR	SIZE	UNIT PRICE		QTY	TOTAL
12909	FRD-104	ORANGE		\$	2.00	376	\$ 752.00
12910		BLUE		\$	2.00	251	\$ 502.00
12911		GREEN		\$	2.00	127	\$ 254.00
				TOTAL		754	\$ 1,508.00

SPECIAL INSTRUCTIONS				
Box #5 is not tiketed or hang tagged				

\* Damage Allowance must be included in the Unit Price.

If you have any questions about this invoice, please contact:

# **SWATCH APPROVAL FORM**

ATTN BUYER:	PO#	,
VENDOR:	IHD:	francesca's
STYLE #	COLOR/ PANTONE #:	
		SAMPLE IMAGE HERE
**NOTE: PLEASE SUBMIT SWATCHE	ES THAT ARE AT LEAST 2X2" FOR ACCU	RATE EVALUATION OF COLOR

rancesca's Vendo	or Product Description Form - Jev	welry
	* When Providing Measurements for Earrings, provide drop length and Diameter (width) when it applies * Please Fill out all that Applies, be specific as possible.	
Category:		
Style #:		
Color:		
Measurements		
Length:		image
Width:		
Extension Length:		
Chain Size:		
Weight:		
Stone Dimensions:		
Other:		
Fabrication/Materials:		
Material Content:		
Bead Type		
Semi Precious Stone Type:		

francesca's:  Footwear Spec Sheet					
Brand (if applicable)					
Style Number					
Description					
Color					
Pattern					
Upper Material					
Sole Material					
Other Material					
Real or Vegan					
Country Of Origin					
UPC Code (if applicable)					
Care Instructions					
Cost					
	Measurements				
	Footwear				
Heel Height					
Platform Height					
Closure					
Special Features					
Shaft Height (Boots)					
Opening Circumfrence (Boots)					
Indoor/Outdoor (Slippers)					
IN HOUSE USE ONLY					
Francesca's Style #					
Francesca's Color					
Retail					
Like styles					

#### Instructions:

- \*Please title this document with the exact style number issued on your PO. Multiple style numbers should be saved as a new tab
- \*Only one form needed per style number
- \*Please submit a spec sheet for reorders if you have not submitted in the past  $\,$
- \* Specs can be submitted time of PO/ but no later than 3 weeks prior to the start ship date

#### \* Fields denoted in Gray are mandatory

Vendor Signature					
Date					
	<u>lmage</u>				



Accessories Spec Sheet						
* Fields denoted in Gray are mandatory						
Hair Accessory						
Style Number						
Product Details/ Description (max 3 sentences)						
Color(s)						
Pattern						
Material or Fabric Content						
Other Material						
Country Of Origin						
Care Instructions						
	Measurements (inches)					
Length						
Width						
Other Details						
	Handbags/ Wallets					
Brand (if applicable)						
Brand Description (if applicable/ max 3 sentences)						
Style Number						
Product Details/ Description (max 3 sentences)						
Color(s)						
Pattern						
Material or Fabric Content (Shell)						
Material or Fabric Content (Lining)						
Other Material						
Country Of Origin						
Care Instructions	Wipe clean with cloth					
	Measurements (inches)					
Handle Drop/ Strap Drop						
Adjustable Straps (Y/N)						
Closure						
Height						
Width						
Depth						

(				•	
tr	an	ce	SC	a's	5°

	Gift Spec Sheet
Brand (if applicable)	
Brand Bio (if applicable)	
Carton Dimensions	
Units Per Carton	
Total Buy Quantity	
Style Number	
UPC CODE	
Description	
Color	
Country Of Origin	
Care Instructions	
Cost (FOB)	

**Image** 

Pet (Beds)		
Dimensions		
Weight		
Bed Feature (Machine wash, Removable cover, Orthopedic		
Cover Material		
Lifestage (Adult/Puppy)		
Breed size (S, M, L)		
Assembly required (Y/N)		
Fill & Frame Material		
Bed Type		

### FRANCESCA'S GUIDELINES FOR USE OF VENDOR IMAGES:

- Images must be received as RAW files, not TIFF or JPEG. The conversion to JPEG and the to TIFF is part of the Francesca's editing process.
- Must be a minimum of 3200px X 4800px and 300dpi, oriented vertically, and within a 2:3 ratio, to allow for adequate room to crop.
- Images must be received unedited.
- Preferably shot on a tan background close to that which we use in-house. Minor differences are correctable in Photoshop to replicate our standard hue of #E5DDD2. A background color can be added to images with a white background: this takes between 25%-30% more time to edit assuming ideal circumstances.
- All product must be prepped, cleaned and styled to meet Francesca's standards.
- Reference images below for correct angles to be photographed. For shoes this includes the following angles: top, front, left, right, back and an angled main image using the shoe for the right foot.





### **RAW IMAGES**

FILE TYPE: Camera Raw image

FILE SIZE: 25.56 MB

FILE DIMENSIONS: 3840x5760

COLOR MODE: RGB

COLOR PROFILE: Untagged

### **EDITED IMAGES**

FILE TYPE: JPEG file FILE SIZE: 405 KB

FILE DIMENSIONS: 800 x 1200

**COLOR MODE: RGB** 

COLOR PROFILE: sRGB IEC61966-2.1

### FRANCESCA'S GUIDELINES FOR USE OF VENDOR IMAGES:

- Images must be received as RAW files, not TIFF or JPEG. The conversion to JPEG and the to TIFF is part of the Francesca's editing process.
- Must be a minimum of 3200px X 4800px and 300dpi, oriented vertically, and within a 2:3 ratio, to allow for adequate room to crop.
- Images must be received unedited.
- Preferably shot on a tan background close to that which we use in-house. Minor differences are correctable in Photoshop to replicate our standard hue of #E5DDD2. A background color can be added to images with a white background: this takes between 25%-30% more time to edit assuming ideal circumstances.
- All product must be prepped, cleaned and styled to meet Francesca's standards.
- Reference images below for correct angles to be photographed. There must be a minimum of two images per product.

For books this includes the following angles: front view of cover and an inside view taken at a downward angle. Additional inside shots may be applicable.

For stationary this includes the following angles: A front view of product. If packaging is provided a front view of product in packaging will be provided. If product has multiple components, a view of all product components taken at a downward angle will be provided. If product contains only one component, a close up, detail image will be provided.

For kids gift products this includes the following angles: front view of product. If packaging is provided





### **RAW IMAGES**

FILE TYPE: Camera Raw image

FILE SIZE: 25.56 MB

FILE DIMENSIONS: 3840x5760

**COLOR MODE: RGB** 

COLOR PROFILE: Untagged

### **EDITED IMAGES**

FILE TYPE: JPEG file FILE SIZE: 405 KB

FILE DIMENSIONS: 800 x 1200

**COLOR MODE: RGB** 

COLOR PROFILE: sRGB IEC61966-2.1

a front view of product in packaging will be provided. If product has multiple components, a view of all product components taken at a downward angle. If product containsonly one component, a close up, detail image will be provided.

### FRANCESCA'S GUIDELINES FOR USE OF VENDOR IMAGES:

- Images must be received as RAW files, not TIFF or JPEG. The conversion to JPEG and the to TIFF is part of the Francesca's editing process.
- Must be a minimum of 3200px X 4800px and 300dpi, oriented vertically, and within a 2:3 ratio, to allow for adequate room to crop.
- Images must be received unedited.
- Preferably shot on a tan background close to that which we use in-house. Minor differences are correctable in Photoshop to replicate our standard hue of #E5DDD2. A background color can be added to images with a white background: this takes between 25%-30% more time to edit assuming ideal circumstances.
- All product must be prepped, cleaned and styled to meet Francesca's standards. Reference
- images below for correct angles to be photographed. For sunglasses this includes the following angles: top, front, an angled main image. For watches this includes the following angles: A top view of whole watch at a 45 degree angle and top view of watch face at a 45 degree angle. If watch is boxed, an additional front view of the box open with watch inside will be provided.





### **RAW IMAGES**

FILE TYPE: Camera Raw image

FILE SIZE: 25.56 MB

FILE DIMENSIONS: 3840x5760

COLOR MODE: RGB

**COLOR PROFILE: Untagged** 

### **EDITED IMAGES**

FILE TYPE: JPEG file FILE SIZE: 405 KB

FILE DIMENSIONS: 800 x 1200

**COLOR MODE: RGB** 

COLOR PROFILE: sRGB IEC61966-2.1

### **BOL EXAMPLE**

STRAIGHT BILL OF LADING - SHORT FORM - ORIGINAL - NOT NEGOTIABLE

This form contains only the information necessary for the motor carrier to deliver, rate, and invoice the shipment described below.

Shipper: 5	Ship	Date	10/8	3/2021
------------	------	------	------	--------

Veridor ABC	
Reference Number:	
Consignee: Due Date 10/11/2021	
Francesca's Collections	
8760 Clay Rd	
HOUSTON, TX 77080-1859	
Carlos Menjivar (713) 864-1358	
Reference Number:	

Carrier:	DTC LOGISTICS INC		
Pro#:			
Load#:	371233929		
Ship ID#:	169287, 169442, 169466		

All Freight charges PPD/3rd party bill to:

C.H. Robinson Worldwide, Inc.

Billing

P.O. Box 3470 Chicago, IL 60654

Type/ Reference #	SKU/ UPC	Description	QTY/ UOM	Pallets	Weight	Category/ Temp	NMFC/ Class
PO: 169287		Clothing - STX20120301-BLA	315 Cartons	12.00	3055	Dry	56290 sub 6 100
PO: 169442		Clothing, Garments 8-10 PCF	119 Cartons	5.00	786	Dry	49880 sub 6 100
PO: 169466		Clothing, Garments 8-10 PCF	74 Cartons	3.00	489	Dry	49880 sub 6 100
			508	20	4330		

### Shipper Special Instructions:

## Vendor ABC

Consignee Special Instructions:

# Delivery is by appointment only !!

### Comments:

For problems with this shipment please contact CH Robinson at 800-359-8946 or AtlantaLTL@CHRobinson.com

The Shipper certifies that the above named materials are properly classified, described, marked, labeled and packaged, and are in proper condition for transportation, according to the applicable regulations of the Department Of Transportation.

Shipper Signature X	Date:	Trailer#	
Consignee Signature X	Date: Seal#		
Driver Signature X	Date:	Seal#	-

Permanent post-office address of shipper.