

VendorOperationsGuide

Released September 2023 - V3 (Updated 1/2025)

2023 Updated Vendor Operations Guide - Summary Page

We are excited to publish the Company's updated Vendor Operations Guide (the "Guide"). Any new changes from previously released versions will be highlighted in Gray.

Please review the Guide carefully and be sure to also review the various Reference Guides and other documents linked throughout. This Guide and the incorporated and linked documents govern your relationship with the Company and form a binding agreement between you and the Company.

Note that it remains your responsibility to share the contents of this Guide as necessary within your organization and supply chain to ensure compliance. We will be providing updates periodically, so please keep the original intact and available in a central location.

The Company retains the right to make changes and upload updated versions of the Vendor Operations Guide with associated reference guides at The Company's discretion. Vendors will be subject to the then-current Guide once signing the Vendor Operations Guide Acknowledgement and Agreement form or by accepting a purchase order from The Company.

Definitions

For purposes of this Guide, the following definitions will apply:

“ASN” -- Advanced Ship Notice

“Associate” -- The term used to reference employees of the Company.

“Buying Agent” -- defined in Section 3

“CITES” -- defined in Section 6

“Code of Conduct” -- defined in Section 2

“Company” -- defined in Section 1

“Confidential Information” -- defined in Section 12

“Content” -- defined in Section 12

“EDI” -- Electronic Data Interchange

“EPA” -- The U.S. Environmental Protection Agency

“FOC” -- Free of Charge

“Guide” -- defined in Introduction

“HTSUS” -- Harmonized Tariff Schedule of the United States

“Hub International Order” -- defined in Section 10

“Market” or **“Markets”** -- defined in Section 7

“NCV” -- No Commercial Value

“Otto Group” -- defined in Section 1

“PIB” -- Product Information Bulletin defined in Section 3

“PO” -- Purchase Order

“Selling Agent” -- defined in Section 3

“Sub-Supplier” -- defined in Section 2

“Sub-Contractor” -- defined in Section 2

“U.S.” -- The United States of America, including all 50 states, Washington D.C. and all United States territories

“U.S. Customs” -- The relevant division of the U.S. Customs and Border Protection Agency

“USDA” -- The relevant division of the U.S. Department of Agriculture

“Vendor” -- A person or entity that supplies products to the Company, whether directly or in an agented relationship

Table of Contents

Section 1 Introduction to Crate & Barrel Holdings, Inc

- Crate & Barrel
- CB2
- Hudson Grace
- Crate & Kids

Section 2 Code of Conduct, Gift Policy & Related Requirements

- Code of Conduct Principles
- Gifts, Products and Entertainments
- Reporting Violations
- Social Compliance Review and Auditing
- Passing On Requirements and Cooperation
- Public Disclosure of Information

Section 3 Product Requirements

- Buying/Selling Agents
- Design Rights, Protection and Confidentiality Indemnification
- Intellectual Property Indemnification
- Brand Product Distribution Rights
- Product Information (PIB)
- Sample Procurement and Shipping Procedure
- Production Changes
- Quality and Compliance Manual
- Product Transit Testing
- Inbound Quality Assurance Program
- Assembly Instructions
- Replacement Hardware
- Private Label Packaging

Section 4 Company Brand Labeling

- Product Barcode Label Procurement Process
- Product Barcode Label Format Illustrations
- Product Barcode Label Placement
- Textile Care and Fiber Content Tags/Labels
- Other Label Requirements
- Item Tag and Label Errors

Section 5 Packaging Requirements

- Packaging Reduction Goals and Requirements
- [Furniture Packaging Guidelines](#)
- [Housewares Packaging Guidelines](#)

Section 6 Responsible Sourcing

- Prohibited Practices/Materials
- Required Vendor Substantiation

- Certifications & Other Attributes Requiring Substantiation
- Use of Wood Guidelines
- Country of Origin (“Made in USA” Claims)

Section 7 Compliance with Global Laws and Regulatory Requirements

- Markets
- Regulatory Requirements
- Quality and Compliance Manual
- Recalls
- Printed Materials Language Policy

Section 8 Customs Trade Partnership Against Terrorism (C-TPAT)

- Audits and Questionnaires
- Key Controls
- Information Technology Security
- Working with Third Parties
- Security Training and Threat Awareness

Section 9 Shipping Guide - Domestic & Import

- Purchase Order Management
- Shipment Plan and ASNs
- On Time Shipping Policy
- Master and Inner Carton Labeling
- Packing Lists
- Shipping Requirements and Routing Information
- Inventory Issues
- Return to Vendor

Section 10 Specialized Shipping Guide

- Franchise Consolidation HUB
- Guidelines for Ship Direct from Vendors
- Guidelines for Made to Order (MTO)

Section 11 Invoicing and Chargebacks

- Domestic Invoice Processing
- Import Invoice Processing
- Payment Request Contacts
- Invoice Requirements
- Chargebacks

Section 12 Miscellaneous Governing Legal Terms

- Governing Law and Venue
- Confidentiality and Non-Disclosure
- Privacy
- Content License
- Indemnification
- Insurance

Section 13 Vendor Acknowledgement and Binding Agreement

Addendum Data Privacy

Section 1

Introduction to Crate & Barrel Holdings, Inc.

Throughout this Guide, Crate & Barrel Holdings, Inc., and its various subsidiaries, specifically including Euromarket Designs, Inc., which does business as Crate & Barrel, CB2, Crate & Kids, and Hudson Grace will be referred to as “the Company”, “we”, “us”, or “our”. Vendor(s) may be referred to as “you,” “your” or “yours.”

We have developed many rewarding relationships with our Vendors over the years. Whether they’ve been with us since the beginning or are newer relationships, our Vendors are key to our delivering products to customers that allow them to create homes of inspiration and purpose. We pride ourselves on being an authority in home design and our Vendors enable us to present fresh, seasonal styles and a unique point of view on the latest trends to our customers.

Crate & Barrel

With over 100 stores in the U.S. and Canada, and licensed operations in countries around the world, Crate & Barrel is an international destination for contemporary and modern furniture, housewares and decor. Our lifestyle brands offer a modern way of living through high-quality products, exclusive designs, and timeless style, powered by digital design and visualization tools that provide seamless shopping solutions in-store and digitally.

Founded in 1962, Crate & Barrel’s growth is rooted in our loyalty to our mission of helping our customers build a modern home with purpose by offering quality products, exceptional value, and outstanding customer service. Since 1998, the Company has been a member of the Otto Group of Hamburg, Germany. Having the Otto Group as our parent company has enhanced our successful expansion across channels and supported our responsible commerce commitments.

CB2

CB2, our destination for the customer seeking affordable modern furnishings, has been growing at an exciting pace since 2000. With successful stores, robust digital and catalog businesses, and active social media engagement, CB2 attracts new customers every day.

Crate & Kids

Launched in 2018, Crate & Kids provides a full range of products and registry and design services that allow customers to create the perfect home for their children, from nurseries to bedrooms and playrooms. Everywhere a child can thrive.

Hudson Grace

Hudson Grace joined our family in 2019. Originating in San Francisco in 2012, this brand is rooted in a philosophy of simplicity and authenticity. Hudson Grace favors beauty and practicality in a curated collection of quintessentially modern tabletop and entertaining essentials sourced from original and vintage design.

Section 2

Code of Conduct, Gift Policy & Related Requirements

Vendors must treat all employees and business contacts with the highest level of respect and regard for their rights and not engage in any form of fraud, bribery, corruption or other similar misconduct in connection with any of their business dealings.

Code of Conduct

Amfori is a global business association committed to supporting open and sustainable trade practices around the world. Its Business Social Compliance Initiative (BSCI) specifically supports the efforts of retailers and importers to improve working conditions, solve complex global labor issues, and promote social, environmental and economic benefits. Vendors can learn more about the organization and that initiative at the [amfori BSCI website](#).

All Vendors are required to abide by the [amfori BSCI Code of Conduct](#) (the “**Code of Conduct**”) and must ensure that their Producers or Business Enterprises (as defined in the Code of Conduct) also abide by the Code of Conduct. Attached to this Guide is an acknowledgement page indicating that you have read the Code of Conduct and will abide by its contents. You are required to commit to the Company’s Code of Conduct and a business relationship may only be entered into once the Code of Conduct has been acknowledged.

Code of Conduct Principles

The key principles which Vendors (and their Producers and Business Enterprises) must follow include, without limitation:

1. **Social Management System and Cascade Effect** – Embed principles of this Code of Conduct into business practices and cascade the principles amongst business partners to influence their behaviors.
2. **Workers Involvement and Protection** – Keep workers informed about their rights and responsibilities.
3. **Freedom of Association and Collective Bargaining** – Respect the right of workers to form unions or other types of workers’ associations and engage in collective bargaining.
4. **No Discrimination, Violence of Harassment** – Provide equal opportunities and not discriminate against workers on the basis of a protected class.
5. **Fair Remuneration** – Provide workers with fair compensation and benefits that comply with or exceed all applicable governmental minimum wage requirements, industry standards, and collective bargaining requirements. Additionally, work towards the payment of living wages to workers.
6. **Decent Working Hours** – Observe applicable laws regarding working hours. In addition, all business partners will work towards ensuring that the maximum weekly working time of each employee does not exceed 60 hours.

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7. **Occupational Health and Safety** – Ensure a healthy and safe working environment and continually assess and take all necessary steps to reduce or eliminate risks.
 8. **No Child Labor** – Not hire workers who are below the applicable legal minimum age for employment in the Vendor’s operation. In addition, adhere to the supplemental [Annex: Child Labour and Young Workers](#).
 9. **Special Protection for Young Workers** – Provide special protection to any workers that are not yet adults.
 10. **No Precarious Employment** – Hire workers on the basis of documented contracts according to the law.
 11. **No Bonded, Forced Labour or Human Trafficking** – Not engage in any form of forced servitude, human trafficking or non-voluntary labor.
 12. **Environmental Protection** – Take the necessary measures to avoid environmental degradation.
 13. **Ethical Business Behavior** – Not engage in or tolerate any acts of corruption, extortion, embezzlement, bribery or similar conduct.

Vendors are required to keep workers informed about their rights and responsibilities under the Code of Conduct and to provide accessible ways for workers to report complaints, violations or suggestions. See the *Reporting Violations* section below.

The Company will not maintain business relationships with Vendors that it reasonably believes are directly or indirectly linked to conflicts or crimes that violate human rights. The Company reviews any suspected human rights violations, which may lead to an immediate termination of the business relationship with a Vendor.

Gifts, Products and Entertainment

The Company’s associates must comply with an Associate Code of Conduct (the “**Associate Code of Conduct**”) that prohibits them from accepting any gifts, merchandise, entertainment or other items of value that create any personal dependence on or obligation to a business relation, improperly influence any business decision, or create the appearance of any such personal dependence, obligation or influence. The Vendor must refrain from offering or providing anything of value to our associates that they would be prohibited from receiving.

For example, associates are prohibited at all times from accepting:

- Cash, cash equivalents, or loans (in any amounts)
- Products (except samples with professional relevance and Company approval)
- Product discounts (unless offered to a significant subset of associates and approved by the Company)
- Trips, meals or social events (unless professionally relevant, attended by the Vendor and other contacts with a business objective, and approved by the Company)

Associates are permitted to accept Vendor-branded items that are distributed or sold at a gathering to other non-Company attendees on the same terms and food items that are shared with coworkers (and not taken home for personal use).

Associates are prohibited from soliciting any items or benefits, regardless of whether they fall within an exception. All solicitations must be reported as a violation of this Section.

Reporting Violations

The Company's Code of Conduct Poster (the "Poster") contains information about reporting violations. With respect to the Poster, each Vendor must:

1. Ensure that the Poster is prominently displayed in the Vendor's offices and in any factory or other location(s) involved in the production, packaging, handling of products being shipped to the Company or otherwise engaged in the Vendor's business with the Company.
2. Ensure that each factory/location downloads and prints the English and applicable local language versions of the Poster, both at the time the Vendor receives this Guide and whenever the Company advises that updates have been made to the Poster. Local language versions are linked below. If other locations or languages are used, the Vendor must contact the Company immediately for further instructions.
 - a. [China](#)
 - b. [Northern India](#)
 - c. [Southern India](#)
 - d. [Indonesia](#)
 - e. [Italy](#)
 - f. [Mexico](#)
 - g. [Poland](#)
 - h. [Portugal](#)
 - i. [Taiwan](#)
 - j. [United States](#)
 - k. [Vietnam](#)
3. Display posters prominently in at least the following locations:
 - a. Along with other posters relating to employment at the factory/location or required by applicable law;
 - b. On each floor of the production facility, office or other location;
 - c. In each stairwell; and
 - d. In each bathroom.
4. Remove all prior versions of the Poster being replaced with updated Posters.
5. Remove all Posters from each factory if the Company stops sourcing from that factory and from all locations if the Company stops doing business with the Vendor.

Vendors also can report violations at: <https://crateandbarrel.tnwreports.com>.

Failure to follow these posting instructions is considered a violation of this Guide.

Reporting Complaints or Violations

Vendors must report to the Company any complaints or information about violations of the Code of Conduct and/or the Associate Code of Conduct they receive. Such reports must be made promptly, within at least 48 hours of receipt. Failure to promptly report such matters may be deemed a violation of this Guide, in the Company's sole discretion.

No Retaliation

Vendors may not retaliate in any way against an individual (or group of individuals) for reporting a complaint or providing information about a violation. Vendors must clearly inform all of their workers, employees, Producers, Business Enterprises, and other business relations of their commitment not to retaliate or take disciplinary or other adverse action as a result of any such complaints or information submitted.

Retaliation against individuals who report a complaint may also result in cancellation of POs or termination of the Company's business relationship with the Vendor.

Social Compliance Review & Auditing

The Company reserves the right to conduct, or have an authorized third party conduct, reviews and announced or unannounced audits to monitor compliance with this Guide and the Code of Conduct at any Vendor, Sub-Supplier or Sub-Contractor (as defined herein) location, or at the location of any other third party working on Company-related business on the Vendor's behalf.

Factories for final production manufacturing in risk countries ([as defined by the latest amfori BSCI classification](#)) must present and maintain proof of compliance with a valid and accepted social standard before initial purchase orders can be placed and then, covering the entire period of production up to time of shipment. After shipping, the Vendor is obliged to actively cooperate in the clarification and redress of corrective actions stemming from audit non-conformities. Vendors must be pre-approved by the Company's Social Compliance team to receive a social audit branded Vendor exemption.

The Company's currently accepted social standards are:

- amfori BSCI audit (The Company only accepts scores A – C);
- SA8000 Certificate; or
- Otto Group Protocol.

Required Disclosures

Vendors must make certain disclosures to the Company about Vendor's operations and certain third-party facilities Vendor utilizes for production of products for the Company. Vendors are required to disclose to the Company use of the following third-party facilities:

- *Sub-Suppliers*. A third party that contributes goods to the Vendor, but does not perform the contractual obligations of the Vendor, is a “Sub-Supplier.”
- *Sub-Contractors*. A third party that signs a contract to perform part or all of the obligations of the Vendor's contract and is appointed to take over - fully or partly - the final production of products is the Vendor’s “Sub-Contractor.”
The Vendor may only work with Sub-Contractors (including sub-subcontractors) or other third parties involved in the production of products for the Company when such Sub-Contracts have received approval by the Company before production begins.
- *New Factories*. Vendors must disclose to the Company all new factories and factory locations for approval before production begins. The Company will then advise if a social audit is required before production can start.
- *Supply Chain Database*. Vendors may be required by the Company to disclose final production factories and other supply chain facilities that supply and/or produce goods for the Company within Otto Group’s Supply Chain Database (“**SCDB**”).
- *Ready Made Garments*. All factories for final production of readymade garments (“**RMG**”) in Bangladesh must be reported to the Accord on Fire and Building Safety in Bangladesh (the “**BANGLADESH ACCORD**”) with the first order. Vendors must inform the Company of all factories involved in the final production of RMG for the Company, before that factory is used for any production. All Vendors producing RMG also must implement the requirements of the BANGLADESH ACCORD in their final production factories.
- *Cut-Make-Trim*. All cut-make-trim (“**CMT**”) facilities, namely all RMG, home textile, fabric and knit accessory suppliers producing products for the Company in Pakistan must be reported to the Pakistan Accord (“**PAKISTAN ACCORD**”). Vendors must inform the Company of all factories and fabric mills based in Pakistan and involved in the final production of CMT for the Company, before that factory is used for any production. All Vendors producing CMT in Pakistan will be expected to implement the requirements of the PAKISTAN ACCORD.

The Company reserves the right, in its sole discretion, to reject any Sub-Supplier, Sub-Contractor, new factory, or RMG / CMT factory disclosed by the Vendor.

Strict Adherence to Approved Facilities: It is imperative that all manufacturing of CBH-branded products takes place exclusively within our network of authorized factories. This is essential for maintaining quality control, brand integrity, and compliance with legal and ethical standards.

Consequences of Non-Compliance: Any instance of production detected within an unauthorized facility will trigger a chargeback. This means that the responsible party will be held financially accountable for the costs incurred due to this violation.

Passing on Requirements and Cooperation

The Vendor shall ensure compliance with this Guide and the Code of Conduct, by itself and any Sub-Supplier, Sub-Contractor, or other third party used to produce goods for the

Company, including by conducting training and audits, and by facilitating on-site visits by the Company upon reasonable request. The following Procedures must be observed by the Vendor and must be forwarded by the Vendor to Sub-Suppliers, Sub-Contractors, or other third-party partners:

- a. Procedure [Child Labour](#) (Focus: Young Worker in hazardous conditions)
- b. Procedure [Child Labour](#) (Focus: Workers under the minimum working age)

Public Disclosure of Information

The Company is entitled to publish certain details of Vendors as well as their production sites and third-party partners, such as factory names, locations, pre-source tier, production stages, product ranges and employee numbers, on the websites of the Otto Group or the Company or on external platforms such as the [Open Supply Hub](#). Vendors must obtain any necessary approvals from third-party partners regarding such disclosure. Financial information and personal data are not disclosed.

Contact for questions:

Ava Guilford
Senior Director, Vendor Operations
1250 Techny Road
Northbrook, Illinois 60062
USA
aguilford@crateandbarrel.com

Contacts for violations of this section and/or allegations of bribery, corruption and other misconduct:

Vicki Donati
General Counsel & SVP, Administrative Services
1250 Techny Road
Northbrook, Illinois 60062
USA
vdonati@crateandbarrel.com

Section 3

Product Requirements

This Guide compliments, but does not replace communications between Vendors and the Merchandising teams. Vendors must be sure to honor specific requests and needs communicated by the Merchandising team members, in addition to following this Guide's requirements.

Buying/Selling Agents

For purposes of this Guide, a "Buying Agent" is a person or company that sources and acquires products on behalf of the Company. A "Selling Agent" is a person or company that represents a Vendor. The distinction is important as it impacts how the Company pays duties and taxes on the products.

Any commissions paid to a non-US Selling Agent are considered part of the dutiable value of the products. Vendors must either include any Selling Agent commissions in the first cost of the products or identify them in a written notice to the Merchandising team and import department so they can be properly declared. The Company will pay any Buying Agent commissions directly to the Buying Agent. Buying Agents are not allowed to take any additional commissions or fees from the Vendor. The Vendor must disclose to the Company if a Buying Agent attempts to charge any commissions or fees to the Vendor.

Design Rights, Protection and Confidentiality/Indemnification

You must only present us with original designs and product ideas that are available to us without conflict of other parties' rights. Conversely, designs and other intellectual property (including Trend Presentations and Trip Books) that we share must be preserved as ours and ours alone, and are subject to the confidentiality requirements of this Guide.

All designs and products you and your employees present to us must be original in design and be either your sole property, or designs and products you have full rights to provide to us, in terms of the intellectual property rights they embody. We are not interested in purchasing, or even being shown, designs that are copied or improperly derived from others' work or in which you do not have all the rights we will require to sell them to our customers. By signing this Guide and/or continuing to do business with the Company, you are committing on behalf of yourself and your employees to sell to us only designs or products that you have the full right and ability to sell to us, which means that you either own or have the ability to grant to us all rights (including copyrights, patents, rights of publicity and trademarks) that are embodied by any design or product that you offer to sell or sell to us. If you or your employees choose to show us a design or product for which you have been granted a license, you agree to immediately inform us about the license so that we can determine whether we wish to move forward on a license basis.

You and your employees may not share our intellectual property (including, without limitation, new designs by the Company or others, or design revisions or comments) with

others, other than in the ordinary course of sourcing, designing and manufacturing products solely on our behalf. Such designs or products must not be used in your showroom or shown or offered for sale to another person or entity, without our express, prior written permission. Please note that this applies whether or not we decide to move forward with the design or product on which we have added design assistance or other intellectual property.

You will be advised by one of the Merchandising teams or by a Buying Agent acting on behalf of the Company as to whether we choose to move forward with the manufacture or sourcing of a design or product. If we choose to move forward with the manufacture of a design or product that will be sold by us on a private-label basis, upon, and in consideration for, us offering it for sale, you hereby irrevocably assign and transfer to us all rights, title and interest in and to such design and/or product, including without limitation all copyrights and other intellectual property rights relating to the design and/or product. You agree to execute any additional documents that we may require to effect this permanent and irrevocable assignment of rights to us, and you agree to waive and release any rights you or any others have in the design. If we choose not to move forward with the manufacture of a design or product, we require that all artwork, design aids, drafts, sketches, working drawings and all other items referring or relating to or setting forth any intellectual property we may have provided you, be returned to the Company or such party as we designate. You may not sell Company products (including any product that incorporates any Company design) in your possession to anyone other than the Company unless pre-approved by the Company in writing.

Intellectual Property Indemnification

If a claim, action or suit is brought against the Company relating to or alleging that any products or designs or design modifications or other conduct or services that you have provided to the Company under this Guide, including by providing any Content to the Company as defined herein, violate or infringe any third-party intellectual property rights, you agree to indemnify, defend and hold harmless the Company, its related companies, officers, directors and employees from and against any and all loss, liability, costs, settlements and expenses (including attorneys' fees) incurred in any such claim, action or suit. We will promptly notify you of any such claim, action or suit. You will have the right to control any litigation relating to such claims; provided, however, that any attorneys retained in connection with such disputes must be acceptable to us, and you may not settle any disputes without our prior written approval. We may hold back any monies due to you and offset such amounts against any costs, settlements and expenses incurred by us as a result of your failure to meet your indemnity obligations.

Brand Product Distribution Rights

The Company operates or licenses the operation of stores in many international markets. Our goal is to offer mostly the same products no matter where a store is located, while honoring any local distribution arrangements. To do that, we need to know if our Vendors

have any distribution restrictions.

If you have an exclusive distributor in **any** country worldwide you may be asked to provide details during Vendor onboarding with a survey or you will need to complete an [International Distribution Rights Information Form](#) and return to InternationalDistributor@crateandbarrel.com.

It is the Vendor's responsibility to inform the Company of any local distribution arrangements, regardless of whether the Company currently operates in that country, and provide the distributor's contact information. Should the Vendor fail to provide this information, the Vendor will be liable for any product that is shipped in error. Any changes to this information should be communicated using the above form.

Product Information Bulletin (PIB)

The Company's Product Information Brief ("PIB") is a required form that is used to confirm detailed specifications about a product. The form may be updated from time-to-time as business needs evolve. Please contact your Merchandising and/or Sourcing teams to ensure you have the most up-to-date version. If anything about your product changes, this information, along with a new PIB, must be shared with the Merchant/Sourcing teams. Refer to Section 6 "[Required Vendor Substantiation](#)" for additional PIB information.

1. The PIB is the official form necessary to gather detailed information about a new item. The form will prompt for detailed information such as pricing, packaging, labeling, dimensions, assembly, materials, and other necessary details. The form also gives you an opportunity to explain the features and benefits, and other details that make the product special. We rely on accurate information to inform associate training, catalog, website copy, store signage, and other marketing related activities.
2. The PIB prompts you to provide detailed technical information regarding material composition and construction methods of each product. These details will enable our Regulatory Division to determine product testing needs, our Packaging Division to identify transit testing protocols, and our Classification Division to properly classify your SKU for importation.
3. ***The PIB serves as substantiation for any product claims the Company makes about the products the Vendor provides***, including but not limited to social responsibility, environmental, and country of origin claims. It is extremely important that all information provided in the PIB be accurate and be supported by the Vendor with relevant documentation upon the Company's request.

The PIB consists of multiple pages and/or tabs that must be completely filled out. The PIB must be completed and returned with all necessary details to the Merchandising and/or Sourcing team by the requested date. A PO will NOT be written until the Company has received the completed PIB.

All information on the PIB must be consistent across tabs. (Example 1: Weight Unit indicated as Kilos on one tab should be indicated as Kilos on all other tabs; Example 2: If “Handwoven” is shown on one tab, this should also be shown on subsequent tabs). If a question or category does NOT apply, indicate that it is Not Applicable (“NA”).

Sample Procurement and Shipping Procedure

Each Merchandising team has different requirements for their development process and will communicate these directly to the Vendor. Throughout the development process the Merchandising team may require multiple samples, including a final production sample for approval with proper labeling including barcode label.

Vendors must follow these procedures when shipping samples:

- Obtain written approval from the Merchandising team before sending any samples. All samples must have a SKU assigned.
- Do NOT send unsolicited samples.
- Clearly display the word “SAMPLE” on ALL packages.
- The Proforma Invoice should include the following: SKU #, complete product description, full material breakdown, material percentages, weight, actual value of product
- Required regulatory documents must be included with sample shipments (i.e. Lacey Declaration, GSP, TSCA, Import Certificate, etc.)
- Label each sample with Date, Buyer’s Name, Factory, Item #, SKU, First Cost, and, if applicable, Buying Agent.
- Ship samples in the most efficient and cost effective manner. Be sure to communicate throughout the process as sample arrival may be time sensitive.
- If consolidating samples from multiple Merchandising teams in one container, properly label every sample inside the container with the applicable team’s name, which will expedite delivery to the correct Merchandising team.
- Note that items under US \$800 in total that are NOT shipped within 24 hours of other items, earn a Duty Free status under the de minimis rule.
- Do NOT send samples:
 - That are subject to an Anti-Dumping/Countervailing Duty (ADD/CVD) order with US Customs nor any other Government agency;
 - Intended as a gift in any form—food or otherwise;
 - To a private address, only to a confirmed business address for a Company location; or
 - That contains hazardous or dangerous items, including LED batteries greater

than a button battery.

- All descriptions of goods must be in English.

Sample/PO Shipment Guidelines:

- Shipments **less than 60kg** with carton dimensions of 60 cms x 60 cms x 60 cms or less
 - Ship using the Recommended Parcel Courier.
 - Contact your Merchandising representative for the FedEx Parcel Shipment Account number.
 - [\(Import\) FedEx SOP](#)
- Shipments **over 60 kgs** and or carton dimensions greater than 60 cms x 60 cms x 60 cms
 - Ship using Air Freight Forwarder, Truck or by Ocean.
 - Contact our Global Transportation Department for approval.
 - Contact ctpat-compliance@crateandbarrel.com for the required C-TPAT Questionnaire to be filled out and returned prior to any/all shipments.
 - For air freight shipments, shipping documents including the Invoice, packing list and BOL should be emailed to airdocuments@crateandbarrel.com.
 - [Air Freight Sample Shipment SOP](#)
 - For ocean / truck shipments, shipping documents including the Invoice, packing list and BOL should be emailed to importdocuments@crateandbarrel.com.
- If Vendor cannot meet the aforementioned requirements, they may also ship Samples under “Delivery Duty Paid” (DDP) terms to an established Company location. Under DDP, the Vendor controls and arranges the transportation, insurance, customs clearance, bond premium, and delivery of the goods.

Production Changes

Once the Company has approved a production sample and accepted any applicable testing and factory social audit results, no changes can be made to the materials, construction, manufacturing facility, Sub-Suppliers, material suppliers, packaging components or package printing (including labels, inserts, instructions, etc.) without the prior approval of the Company’s Merchandising team. If changes are made, the Vendor may be required to submit additional samples, testing, social audits, or other information prior to shipping the products.

Throughout the life of a SKU, if there is any change in the SKU involving material, percentage make-up of material, or value of material, the Company’s Merchandising team and Customs Classification team (CCT) must be notified by email prior to shipment at classification@crateandbarrel.com. A new PIB must be submitted with any new information for the SKU. Substantial changes may affect the Harmonized Tariff Schedule of the United States (HTSUS) classification and therefore the duty, first cost, landed cost,

and actual landed cost. If such changes occur and are not disclosed before product ships, a chargeback may be appropriate. Note: substantial changes would not involve “color”; when in doubt whether a change may be “substantial” or not, contact the CCT team classification@crateandbarrel.com.

Quality and Compliance Manual

You must comply with the Company’s [Quality and Compliance Manual](#), which includes in depth information regarding the Company’s Quality and Regulatory Compliance Program and testing policies and procedures.

The Quality and Compliance Manual outlines important requirements and information including the Company’s Reasonable Testing Program, testing costs, periodic testing, material changes, group testing and Franchise testing requirements, additional labeling requirements, and a laboratory contact list.

Product Transit Testing

In order to reduce damages during transportation, distribution, handling, and storage, we require certain products to pass a transit test protocol using standards outlined by the International Safe Transit Association (ISTA). Any product shipping one per carton, regardless of weight will require transit testing. Textiles, soft goods, and cartons with inners will not need transit testing. Pallets are not considered part of a product’s packaging and will not be included in the transit test. Vendors must ensure there is adequate time between transit testing and the ship date to ensure there are no delays. Further Transit Testing requirements are outlined in the [Furniture & Housewares](#) Packaging Guidelines. Send transit test inquiries and test reports to packaging@crateandbarrel.com.

Transit re-testing must be completed every **two** years. Additional transit testing is required by the Company based on changes in packaging or product, and/or an observation of increased damage and adjustment rates.

Inbound Quality Assurance Program

To further complement our quality product and transit-testing program, we have an inbound quality assurance inspection program. The inbound inspection program is based on a random sampling method, a list of audit criteria developed by the Merchandising team, and acceptable quality standards. Upon first receipt of a new SKU, our QA team will inspect the product according to the following categories:

- Product Labeling – must meet labeling requirements set forth in this Guide.
- Carton Labeling – must meet labeling requirements set forth in this Guide and carton icon requirements as outlined in the Packaging Guidelines.
- Packaging – must be consistent with the approved packaging specifications with a passing Transit Test Report, if applicable.
- General Appearance and Construction – must meet the overall quality, color,

performance, and acceptable characteristics as reflected in the product sample.

If a shipment does not meet our expectations, any of the following may occur in our sole discretion:

- The item may be returned at the Vendor's expense to the Vendor for repair or replacement.
- The item may be repaired at the Vendor's expense at a third-party facility or a warehouse.
- The entire shipment will undergo an inspection at the Vendor's expense to identify acceptable products and return to the Vendor or dispose of any unacceptable products.
- Depending on the nature of the issue, the shipment may be accepted with the understanding that future shipments will be corrected with agreed improvements.
- If the issue involves product safety, the Company will take all legally required action as well as any other appropriate actions.

Ongoing inspections are done throughout the year on products with higher than average return rates, with known quality or performance issues, or that were part of a shipment that failed the initial quality inspection. Further corrective action will be taken when issues are found.

Quality

The quality of products received by the Company must meet the highest standards and match the final sample approved by the Merchandising team. Vendors are required to maintain a signed and dated approval sample at the production site. Any deviations in performance or appearance, outside a AQL 4.0 standard, may render the product unsellable, with any related expenses charged back to the Vendor.

Quality Standard

- Compliance with Approved Sample:
 - The product must precisely match the approved sample in all aspects, including performance and appearance. Vendors are required to have an approved sample available at the factory before beginning production
- Color Matching Standard:
 - A numeric color code standard must be provided to identify the color to be used for independent inspection and compliance
- Documentation: Maintain a signed and dated approval sample at the production site at all times.

Application of AQL (Acceptable Quality Limit) Standards

- AQL 4.0 Standard: Applied to all categories with the defect classifications outlined below

-
- General Inspection: Level 2
 - Inspection Process: AQL 4.0 involves a less stringent sampling plan where a higher number of minor defects are acceptable
 - Defect Classification:
 - Critical defects: Not allowed (0% acceptance - 0/100 failures would be a non-compliance)
 - Major defects: Allowed up to 4.0% (5/100 failures would be a non-compliance)
 - Minor defects: Allowed up to 6.5% (7/100 failures would be a non-compliance)
 - Purpose: Balances the need for quality assurance with the cost-effectiveness of inspections for lower-risk items

Quality Defects Classification

- Critical Defect
 - Safety hazards - sharp edges, choking hazards
 - Electrical malfunctions - exposed wires, short circuits
 - Structural failures - collapsing furniture, unstable bases
 - Non-compliance with regulatory standards - lead content, fire retardancy
 - Severe cosmetic defects - major scratches, large dents
 - Missing or incorrect labels that affect safety or usage instructions
 - Functionality issues rendering the product unusable
- Major Defects
 - Noticeable cosmetic imperfections - minor scratches, small dents
 - Misalignment of parts that affects functionality or appearance
 - Color deviations from the approved sample
 - Moderate assembly issues requiring significant effort to fix
 - Parts or components that do not fit properly but can be adjusted or fixed
 - Minor structural issues that do not compromise overall stability
 - Any defect that significantly reduces the product's usability or marketability
- Minor Defects
 - Minor cosmetic issues - small paint imperfections, slight discolorations
 - Slight misalignments that do not affect functionality
 - Minor assembly issues that can be easily corrected
 - Small blemishes or surface marks that do not affect the overall appearance
 - Slight variations in texture or finish that are within acceptable limits
 - Minor deviations in dimensions that do not affect product use
 - Any defect that does not significantly impact the product's usability or appearance

Standardized Reporting and Root Cause Analysis

- Inspection Documentation:
 - Conduct initial and follow-up inspections using AQL standards

- Document findings and categorize defects as critical, major, or minor
- Defect Reporting:
 - Critical Defects: Immediate reporting
 - Major Defects: Report within 24 hours
 - Minor Defects: Report within 48 hours
- Root Cause Analysis:
 - Investigate defects, identify root causes, and develop corrective actions
 - Implement and monitor corrective actions; document the process

Chargeback Structure for Non-Compliance:

In the event of a quality issue, the following costs may be charged back to the Vendor, depending on the specific situation:

- Cost of Non-Saleable Inventory: Expenses incurred for inventory that cannot be sold due to quality deviations
- Cost of Inspection and Documentation:
 - Inbound Inspection:
 - A Category (Housewares): \$500 flat rate
 - B Category (Small Furniture/Other): \$1000 flat rate
 - C Category (Heavy furniture/Tables): \$1500 flat rate
 - Continued Failures
 - Following an initial inspection failure, a 3x multiplier will be applied to subsequent inbound PO inspections until compliance is confirmed
 - Corrective Project Costs:
 - \$500/DC flat rate per project
 - Plus \$64/labor hour quoted
 - And if applicable- \$1500/DC disposal flat rate

Gross Margin Loss Calculation:

$$\text{Gross Margin Loss} = (\text{Planned Sales} - \text{Actual Sales}) \times \text{Gross Margin \%}$$

Note: Gross Margin % is based on our landed cost.

By adhering to these quality standards and understanding the chargeback structure for non-compliance, vendors can ensure their products meet the Company's expectations, thus avoiding unnecessary costs and maintaining a strong partnership.

Assembly Instructions

For all products that require assembly, we have partnered with outside companies to create our assembly instructions. [Assembly instructions](#) are posted on the Company's websites and other digital platforms for customers to view. To support our international expansion, instructions will be wordless. The printing and cost for this service is the Vendor's

responsibility, with prices ranging from US \$200 to US \$600. The Merchandising team will communicate which products will require assembly instructions and how to coordinate with the applicable outside company to create them.

The Vendor is responsible for:

- Working with our partner companies to create a set of written instructions explaining the proper and safe assembly, care, and cleaning of each product, for reviewing, and then accepting or rejecting any changes to the assembly instructions made by the Company or our partner companies.
- Meeting the assembly instruction creation timeline as dictated by us or our partner companies.
- The final content of the assembly instructions regardless of any changes proposed by the Company or our partner companies, and the Vendor shall defend, indemnify and hold the Company and its partner companies and affiliates harmless under this Guide for any damages or losses arising out of or related to the assembly instructions.
- Notifying the Company as soon as possible if a change to the assembly instructions is needed after they have been approved, and including any Company and Vendor approved updated assembly instructions in all subsequent production.

Product Hardware

When hardware is included with the product, we require that there are extra pieces of each component in case of product malfunction or extra needs.

Hardware packs built to be included in cartons with each SKU, the Vendor must provide an additional item of hardware for every 4 individual hardware items in a pack.

For Example: If a hardware pack requires 4 bolts, 4 washers and 4 nuts, the Vendor must provide 5 of each of those items in the hardware pack. If a hardware pack requires 8 bolts, 8 washers and 8 nuts, the Vendor must provide 10 of each of those items.

Replacement Hardware

A common customer complaint involves missing or incomplete hardware. The Company is extremely sensitive to customer issues and would like to resolve them as quickly as possible. To avoid removing hardware from existing inventory, the Vendor must provide additional hardware packs with each order.

- On the first purchase order for each SKU, the Vendor must provide additional hardware packs equal to 10% of the total units ordered.
- For all subsequent orders, the Vendor must provide additional hardware packs equal to 2% of the units ordered, with a minimum of 2 hardware packs.

-
- Additional hardware packs beyond the quantities above may be necessary throughout the life of a SKU.

These additional needs will be communicated as-needed, and the Vendor will be expected to fulfill the request in full. All additional hardware packs shall be free of charge.

The replacement hardware will appear on the PO and be assigned a SKU and order quantity. It is extremely important that the hardware requests be processed timely and fulfilled in accordance with the established guidelines.

Replacement Hardware Packaging (RPL)

Replacement hardware needs to be a complete product assembly set. For example, if an item requires 4 nuts, 4 bolts, and 4 washers to assemble, include all of those components (12 total pieces) in a complete pack with a copy of the assembly instructions.

Requirements are as follows:

- RPLs will require a separate SKU in a master carton with an InforNexus label.
- Only one SKU per master carton.
- Each hardware set must have an inner label with “Replacement Parts” verbiage and scannable barcode.
- RPLs need a master carton quantity of 25.
- RPLs must be loaded last (tail loaded) within the container, secured without movement.

Replacement Hardware Shipping Requirements

Follow the carton labeling requirements in Section 12 of this Guide. Mark each carton label “Attention – Receiving Department.” And, supplement the invoicing instructions in Section 18 by including the following detail on the invoice:

1. Total number of hardware packet sets
2. Components of the hardware packet (screws, bolts, etc.)
3. Material of all parts (brass, steel, plastic, etc.)
4. FOB value of the hardware

In-Store Sales Aids

- 8x8” Wood Swatches should be properly labeled by Vendors
- The first 150 (varies by brand), 8x8” Wood Swatches should be offered Free of Charge (FOC)
- 4x4” Fabric Swatches should be properly labeled by Vendors
- The first 150 (varies by brand) sets of 4x4” Fabric Swatches should be offered FOC
 - If a Fabric Handle is required, our 3rd party supplier (Bredemeier) will

coordinate with the mills/factories to get yardage

“Free of Charge” (FOC) or “No Commercial Value” (NCV)

A commercial value must be assigned to any portion of a shipment, whether the Vendor/Manufacturer bills the Company or not. The value must be included on the commercial invoice. If this notification is not possible on the commercial invoice in a given situation, a written notice must be sent along with the shipment (this can be uploaded into InforNexus) or sent directly to globaltransportation@crateandbarrel.com and classification@crateandbarrel.com.

Generalized System of Preferences (GSP) Considerations:

There are over 140 GSP Eligible Countries in the world. If the Vendor/Manufacturer is eligible to claim GSP, the Company will receive a reduction or elimination of Duty. For our mutual benefit, we encourage all Vendors/manufacturers in GSP countries to maintain or become eligible for GSP status.

- a. Points to meet eligibility/definition shown below:
 - i. At least 35% of the SKU shipped must be the product, growth, or manufacture in the Country of Origin.
 - ii. GSP Eligible items must be exported directly from a GSP, Beneficial Development Country (BDC), or Least Developed Beneficial Developing Country (LDBDC).
 - iii. GSP Declaration per SKU per Shipment.
 1. GSP Form A Declaration per SKU / Shipment based on 19CFR10.173 - 19CFR10.178
 2. This should be uploaded into InforNexus for each shipment like Lacey or TSCA Declaration.
 3. If a document cannot be uploaded, Agent/Vendor/Manufacturer must agree to producing this document upon request by the Company within 20 days as US Customs may demand.
 - iv. Other potential back-up documents to be produced by Vendor/manufacturer upon request from the Company could be:
 1. Vendor and/or Manufacturer Declaration
 2. Bill of Materials: Outlining all materials used in production of the SKU and their cost
 3. Invoices
 4. Purchase Orders proving Buy/Sell with the Company
 5. Production Records
 6. Payroll information to document labor costs
 7. Factory(s) profile
 8. Affidavit with supporting Documentation
- b. Notice for Agent/Vendor/Manufacturer to indicate Eligibility on the PIB.

- c. Charge-back provisions to Agents/Vendors/Manufacturers if GSP Eligibility in PIB is indicated, but back-up documentation is not provided timely in the event of US Customs demand.
- d. If the Agent/Vendor/Manufacturer is unsure whether a particular SKU may be eligible for GSP status, please contact CCT team at classification@crateandbarrel.com

Foreign Supplier Verification Programs (FSVP) Considerations

For domestic Vendors from whom the Company purchases any food items, a special process is required under FSVP/FDA if the product was imported by the domestic Vendor. Note that FSVP identifies the “Importer” as either the Customs Importer of Record (IOR) OR the ultimate purchaser of the goods (those who have purchased the food items from the IOR prior to import and clearance with US Customs). The inclusion of the ultimate purchaser in the definition of “Importer” can extend responsibilities to the Company even when the Company does not import the food items directly.

Any domestic Vendor under the above circumstances must keep a record of AND be capable of presenting to FSVP or the Company within 24 hours upon request:

- a. Its current hazard analysis for any/all food items on file;
- b. A yearly foreign supplier evaluation and verification on file;
- c. All import documentation relevant to the shipment in question on file for a minimum of 2 years;
- d. An updated, yearly recall protocol for the food shipments to Company stores, warehouses, cross-docks, and any point along the global / domestic supply chain in the event of food contamination or training.
- e. Data Universal Numbering System (DUNS#) for each food facility to an exact match between the information on the DUNS# with the Bi-Annual Food Facility Renewal Registration [Registration of Food Facilities and Other Submissions](#) | [FDA](#)
- f. Notice for Vendor/manufacturer to indicate eligibility of the FSVP requirements on the PIB.

Non SKU'd Shipments

The following applies for international shipments such as, but not limited to, Store Fixtures, Packaging, Photo-Studio items, Samples, or any non-commercial items for which a SKU is not provided. If the Company is the Importer of Record, we are responsible for the proper classification and recordkeeping of all such items.

Prior to shipment of these items, the Company must review the item and make sure a proper classification is indicated. We recommend that the overseas Vendor/manufacturer provide a list of items (proposed confirmation list), a reference number, country of origin

(COO) for the item, PO# if applicable, proposed ship date, and a full description of the items involving material breakdown 1 month prior to shipment.

- a. Please send the above information to classification@crateandbarrel.com
 - i. Before the international shipment occurs, the point of contact within the Classification team will provide the Vendor/Manufacturer an approval notice (AN) of items with a proper classification provided.
 - ii. The point of contact will also pass along the Classification information to our approved US Customs Broker.
 - iii. Many times overseas Vendors/manufacturers provide recommended Harmonized Tariff Schedule of the United States (HTSUS) codes for each item. This is fine, however, the ultimate determination of the proper HTSUS must be made by the Company as the Importer of Record (IOR) under the Mod Act of 1993.
 - iv. The approved classifications from the Company should then be indicated on the commercial invoices or proforma invoices.
- b. If items are sent on a non-parcel basis (over 60 KGS with more than 60x60x60 cm) with the Company as the Importer of Record (IOR), a C-TPAT Questionnaire must be filled out by the Vendor/Manufacturer. This can be obtained from ctpat-compliance@crateandbarrel.com. At this time, a C-TPAT Questionnaire is not required if items are sent via Parcel.
 - i. Once an international shipper fills out the questionnaire, it is valid for 1 fiscal year. If subsequent shipments occur during this period, an additional C-TPAT Questionnaire is not required.
 - ii. Before the international shipment occurs, the point of contact for C-TPAT will provide the Vendor/manufacturer an approval.
 - iii. For any C-TPAT Questions, please contact ctpat-compliance@crateandbarrel.com
- c. Overseas Vendors/manufacturers may also ship samples under delivered Duty Paid (DDP) Incoterms to an established Company location. Under DDP Incoterms, the Vendor/manufacturer controls and arranges the transportation, insurance, customs clearance, bond premium, and delivery of the goods. For tricky items such as hazmat, dangerous goods, food, or chemicals, this shipment method may be beneficial for all parties. If the shipper under DDP is a Non-Resident Importer (NRI) with no affiliate in the USA:
 - i. The NRI would need to obtain a NRI Bond
 - ii. The NRI would need to obtain a Customs Assigned Importer #
 - iii. The NRI would need to choose a Licensed Customs Broker in the USA.
 - iv. The NRI would need a resident agent such as but not limited to a Licensed Customs Broker.
- d. All packages can pose a security threat to our Company associates, customers, the general public, and facilities/operations. Any items such as but not limited to contraband, illegal drugs, fire-arms, explosives, or things that could involve conspiracy are forbidden.

First Sale

Under certain buying conditions, the Company requests Vendors and their manufacturers to take part in the US Customs approved duty program known as First Sale. If your Company representative contacts you regarding this process, we greatly appreciate your willingness to work with the Company and our legal representatives. This confidential, beneficiary program may lower our Duty costs.

Private Label Packaging

Many of the products we offer are exclusive to the Company and are displayed using packaging specifically designed by the Company's Creative Department. There are two ways we develop Private Label Packaging:

1. The Company sources, prints and delivers the material to the Vendor, or
2. The Vendor sources and prints the materials.

As part of the Company's commitment to sustainability, we require our product Vendors to source environmentally friendly packaging materials. Please see [Section 5](#) for further information.

If we require assistance with display packaging, we will provide all Private Label Packaging requirements, printing specifications and assembly instructions.

Standard requirements of the Private Label Packaging development process for Vendors include (but are not limited to) providing:

1. Packaging Specifications (if applicable).
2. Material, color and blank structure samples (also referred to as construction samples) for approval.
3. Price quote for approval.
4. Final art deadlines.
5. Print proofs for approval. Color correct proofs on final material or standard proof with ink drawdowns on final material is required by the Company's Creative Department before running print job. Proofs must be submitted for approval. It is the responsibility of the Vendor to ensure all ship dates are met.
6. Assembled production proofs for approval. A fully assembled product with all approved packaging components (including barcode label) is required prior to full production or product shipment.
 - Print Proof 1: Due no later than 3 weeks from release.
 - Print Proof 2 (if needed): Due no later than 5 weeks from release.
 - Specific dates (provided in the art spec block and in the art release email) are subject to change. Proofs must be sent to the associate who released the

artwork. Failure to send proofs to the correct associate's attention could result in approval delays.

- Assembled Production Proof: Due 2 weeks after print proof approval

7. Protective packaging (i.e., poly bags, tissue paper, padded inserts, shrink wrap, etc) required to prevent damage to packaging and product inside. It is the Vendor's responsibility to conduct in-house drop tests to ensure the safety of the product inside all private label packaging. Requirements may vary depending on the product.

Packaging Exclusivity

Private Label Packaging projects are exclusive to the Company and must not be with others under any circumstances. If the Company agrees to release a packaging design to the Vendor, that communication will be provided in writing by the Merchandising team.

Section 4

Company Brand Labeling

The visual appeal of products is one of our primary selling points. Most items are displayed in our stores without packaging. For those items that require packaging, it must be eye-catching and aesthetically pleasing.

Product Barcode Label Procurement Process

Vendors must purchase labels from an approved barcode label provider. To maintain consistency across all products, **Vendors are not allowed to print barcode labels**. The Merchandising team must approve any exceptions. The appropriate label formats required for each SKU will be listed on the purchase order. Products in certain departments/classes do not require a barcode label, and display “NBL” (or “No Barcode Label”) on the purchase order. If a Branded Vendor product is assigned a label type of “NBL”, and uses a UPC as noted on the PIB, then the UPC must be scannable on the product packaging. Labels must be ordered well in advance of the purchase order’s ship date. It is the Vendor’s responsibility to make sure labels are correct and the order is complete. Shipment delays due to label issues are the Vendor’s responsibility. Any exceptions must be discussed directly with your Merchandising team.

Order 3-5% extra labels in case any are damaged while being applied to the product. Any excess unused labels must be destroyed. Labels may not be used on products sold to other companies and must be removed from items not sold to the Company.

Vendors must source labels and obtain order, account set up and pricing information directly from a Company preferred provider. Currently:

- Fineline Technologies - *Vendors must connect their CBH Vendor number to their Fineline account*
(800) 500-8687
support@finelinetech.com






Customer Service, Asia: Wendy Fok
+852 3590 6673
wfok@finelinetech.com.hk


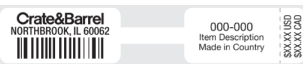
- Nexgen Packaging
Corporate Offices (U.S. Orders): 630-455-5500
UK Offices (Europe Orders): +44.118.303.0030
Hong Kong Offices (Asia Orders): O +852.3551.2793 | M +852.6848.4298
Customer Service Rep: abbie.richard@nexgenpkg.com
crate.barrel@nexgenpkg.com

- Avery Dennison
Customer Service Group Emails:
rbis.ap.crate.barrel.cs@averydennison.com
customer.solutions@averydennison.com

Product Barcode Label Format Illustrations

Listed below are examples of the barcode labels we currently use. The company logo, address, SKU, description, country of origin (where required), and retail price (where appropriate) on each label will vary based on the specific SKU information. Barcode labels must include country of origin for imported products, but must **not** include “Made in USA” claims.

ILLUSTRATION	LABEL TYPE CODE	DESCRIPTION
	<ul style="list-style-type: none"> • DUM – Dumbbell with Price • DNP – Dumbbell no Price • 905 – CB2 Dumbbell with Price 	Primarily used for ornaments, small gifts, some baskets, and other seasonal items.
	<ul style="list-style-type: none"> • SSN – Standard Label no Price • 930 – CB2 Standard Label no Price 	Most commonly used barcode label accounting for over 80% of our total volume. Label uses a removable adhesive with a security cut to prevent tampering.
	<ul style="list-style-type: none"> • KIM – Hangtag Label no Price • 915 – CB2 Hangtag Label no Price 	Hangtag Label is used for items where an adhesive label will not adhere.
	<ul style="list-style-type: none"> • CLR – Clear Label with no Price • 950- CB2 Clear Label with no Price 	Same size and dimension as the standard label, however this item is printed on clear acetate. Used primarily for colored glass items where a white label would distract from the presentation of the product.
	<ul style="list-style-type: none"> • WSN – Wood Label no Price • 960- CB2 Wood Label no Price 	Same size and dimension as the standard label, however this item is printed with permanent adhesive to adhere better to wooden products.

 <p>CB2 CHICAGO, IL 60642 000-000 Item Description Made in Country \$XX.XX</p>	<ul style="list-style-type: none"> SSP – Standard Label w/ Price 940 - CB2 Standard Label w/Price 	<p>Used primarily for food pantry items. Label utilizes a removable adhesive with a security cut to prevent tampering. Retail price is printed on the bottom of the label.</p>
 <p>Crate&Barrel NORTHBROOK, IL 60062 000-000 Item Description Made in Country \$XXX.XX \$XXX.XX</p>	<ul style="list-style-type: none"> DUC - Dumbbell with Canada Price 	<p>Used for ornaments only</p>




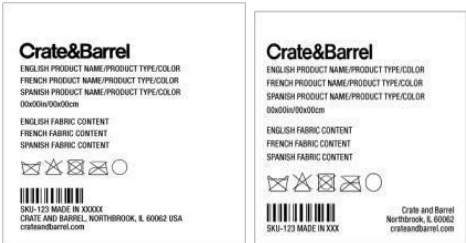
Product Barcode Label Placement

The barcode label must be applied to the item in such a way as to not distract from the appearance of the product. The location of the barcode label must be consistent on every unit of the same item (i.e. a shipment of 500 wine glasses must have the barcode label in the same location on each unit). Some items have the barcode label already incorporated into the packaging design provided by the Company (example: candles and food containers). In these instances an additional barcode label will not be required. If you are unsure as to where to place the barcode label, discuss with your Merchandising team.

Textile Care and Fiber Content Tags / Labels

All textile products must contain a care tag that is sewn into the product or have a care label adhered to either the product or product packaging. Vendors are required to create and produce all tags and labels using the Textile Care Template Art Files provided by your Merchandising team. Vendors must also follow the guidelines outlined in the Crate and Barrel Textile Care Templates Vendor Training Manual and the CB2 Textile Care Templates Vendor Training Manual, as provided by your Merchandising team. Product Names and SKUs will be provided to Vendors by the Merchandising team. The Vendor is responsible for providing all additional and accurate product information including (but not limited to) care, fiber content, flammability information, product measurements, and country of origin. Sewn in tag material and printed information must be able to be laundered and ironed. Adhesive label materials placed directly on products must adhere to the product and not leave a residue or stain when removed. Vendors must provide proof of all final tags or labels with all final and accurate information for approval.

Approval of a final tag or label proofs is required by the Company prior to full production or product shipment. The Company's approval of a final tag or label proof does not limit or otherwise alter the Vendor's responsibility to supply compliant products, including tags and labels. It is the Vendor's responsibility to have these labels printed in a timely manner using the artwork templates provided. The Company will consider a shipment delay due to label issues to be the Vendor's responsibility. Any exceptions must be discussed directly with the appropriate Merchandising team.

ILLUSTRATION	Description
	<p>Rug care label is a sewn-in. All four edges are notched onto the product.</p> <p><u>Size:</u> 2.5" x 6"</p> <p><u>Stock:</u> White Taffeta or White Tyvek to be notched into product</p> <p><u>Inks:</u> 100% Black</p>
	<p>Primarily used for pillows. Label is folded in the center.</p> <p><u>Size When Folded:</u> 1.375" x 2.23"</p> <p><u>Stock:</u> White Tyvek or white taffeta to be sewn into product.</p> <p><u>Inks:</u> 100% Black</p>
	<p>Used for most textile items. Label is folded in the center.</p> <p><u>Size When Folded:</u> 1.375" x 2.125"</p> <p><u>Stock:</u> White Tyvek or white taffeta to be sewn into product.</p> <p><u>Inks:</u> 100% Black</p>
	<p>Used for items where a sewn-in label cannot be used due to the construction of the textile item.</p> <p><u>Size:</u> 2.125" x 2.125" or 2.625" x 2.625"</p> <p><u>Stock:</u> White adhesive label</p> <p><u>Inks:</u> 100% Black</p>

Other Product Label Requirements

Certain other labeling requirements may apply, depending on the particular product. For example:

-
- Law Labels (requiring compliance with all applicable labeling requirements— e.g., lamping labels, warning labels, upholstery and stuffed articles labels, etc.— and submission to testing with all labeling attached (electronically if label may change based on testing))
 - Country of Origin Labels- Refer to [Section 6](#)
 - Made in the USA Labels- Refer to [Section 6](#)
 - Fiber Identification and Care Labels (requires textiles to be labeled with the generic names and percentages by weight of each fiber in the product, the name of the responsible party or RN number, and the name of the country where the product was manufactured)
 - Uniform Bedding and Upholstery Labels and Registration Requirements (Requires disclosure of stuffing contents and registration number depending on contents); for more information, see
 - [International Association of Bedding and Furniture Law Officials](#)
 - Stuffed Toy Licensing and Labeling (requires registration, disclosure of registration number and other relevant information required by certain Markets and local authorities)
 - Furniture, Lighting and Children’s product tracking labels are required. Refer to the [Quality and Compliance Manual](#) for more information.

Item Tag and Label Errors

If the item tag or label is missing or incorrect, the Vendor will be responsible for the costs of corrections. The cost will be charged as the greater of \$500 per DC where correction work is performed or actual project costs (\$0.25 per unit + other costs incurred in completing the project), per Section 11 herein.

Section 5

Packaging Requirements

Vendors must package their products adequately to endure the handling and movement within our supply chain and while the product is in-transit to our customer. The Merchandising team will communicate requirements above and beyond those specified here and must agree to any exceptions. Each Vendor is responsible for the quality of packaging. Vendors that are identified as having poor packaging will be solely responsible for all damages, concealed shortages, and claims.

We have two Packaging Guideline documents:

- [Furniture Packaging Guidelines](#)
- [Housewares Packaging Guidelines](#)

Within these documents are guidelines organized by product category that provide **recommended** types and amounts of packaging, with placement of materials within the package.

Packaging Sustainability

As part of the Company's commitment to sustainability, we require our product Vendors to source environmentally friendly packaging materials. Paper with FSC-certification (preferred) or a high percentage of post-consumer material, water-based inks, aqueous coatings, PET with recycled content (rPET) and natural fabrics and cords are all examples where we can make a positive impact. Additionally the use of PVC in packaging is prohibited.

Packaging Reduction Goals and Requirements

The Company strives to implement business practices that are sensitive to their environmental impact. We regularly explore the latest environmental material improvements and encourage Vendors to do the same. In recognition of our commitment to the environment, Vendors must meet the following packaging guidelines:

- Use sustainable, easily recyclable, and high recycled content packaging materials whenever possible.
- Do not allow styrofoam (EPS) to exceed 12% of the total volume of the packaging or total carton cube to exceed 35% of the total volume of the packaging.
- Recycled materials must meet all performance and quality standards. Claims related to use of recycled materials in packaging must meet all requirements in Section 6 herein.
- PVC and Nylon are no longer allowed to be used in packaging.
- Do not reuse packaging materials.

Section 6

Responsible Sourcing

The Company and the Otto Group, are committed to responsible sourcing and enhanced sustainability in the Company's operations, the products and services it offers to consumers, and the way it sources those products. The Company is committed to ensuring the ethical and species-appropriate treatment of animals from which materials are obtained for the merchandise we sell. This includes upholding animal welfare based on applicable international and national conventions and laws, submitting all compulsory Fish and Wildlife Certificates, as well respecting the Five Freedoms of the Farm Animal Welfare Committee. Vendors are expected to support this commitment by abiding by the principles set forth in this Section and any related documentation, and by providing accurate information in regard to the attributes they represent their products to have.

Prohibited Practices/Materials

Vendors are prohibited from using or allowing the use of (by contractors, subcontractors, suppliers, or others) the following in the manufacture of products sold to the Company:

- ***Sandblasting with quartz sand***
- ***Uzbek Cotton***
- ***Fur*** (other than clearly labeled artificial fur)
- **Products or product components from endangered animals** (as defined by CITES) **or animals caught in the wild**
- ***Leather, Hides, and Hair on Hide***, except if
 - They are from domesticated species of buffalo, cattle, goat, pig, sheep, or yak;
 - They are by-products of the food industry; and
 - Vendor provides documentation of the species within Shipping Documents.
- ***Horn and Bones***, except if
 - They are from domesticated species of buffalo, cattle, deer, goat, pig, sheep, or yak;
 - They are by-products of the food industry; and
 - Vendor provides documentation of the species within Shipping Documents.
- ***Down and Feathers***, except if
 - They are chicken, ducks, or geese that are the by-products of the food industry, but not of foie gras production;
 - They are not live plucked and not from grey geese; and
 - Vendor provides documentation of the species within Shipping Documents.
- ***Angora wool***
- ***Mohair wool***
- ***Sheep's wool that has been subjected to 'mulesing'***
- ***Australian sheep's wool***, except if it
 - Is certified to Responsible Wool Standard; and
 - Is supported by a declaration (provided to and approved by the Company prior to production) stating the animal's full Latin name and region of origin.
- ***Alpaca and Cashmere wool***, except if

- They are certified to Responsible Alpaca Standard, Global Recycled Standard, or Recycled Claim Standard, or they are supported by a declaration (provided to and approved by the Company prior to production) stating the animal's full Latin name and region of origin; and
- Vendor provides documentation of the species within Shipping Documents.
- **Shells and pearls** except if
 - They are from non-endangered species, and
 - Vendor provides documentation of the species within Shipping Documents.
- **The use of all other animal materials that are not mentioned here are prohibited**, unless
 - It is silk; or
 - The material is expressly pre-approved by Company Responsible Sourcing leadership prior to production.
- **The purchase or sale of products whose raw materials were obtained from illegal wood harvesting and HCVF (high conservation value forests)**
- **Polyvinyl chloride (PVC)** in
 - Textiles such as clothing, household and home textiles, including prints on textiles; and
 - Packaging.
 - For all other product categories, the recommendation is to exclude PVC where possible and replace it with more environmentally friendly substitutes.
- **Fluorescent Tubes/Bulbs (also called low-energy bulbs)**
- **Peaty Articles**

Required Vendor Substantiation

The Company relies on information from Vendors in presenting products for sale. This includes information about products' attributes related to social responsibility and sustainability, certifications from recognized authorities, and other product qualities that our customers might find valuable. It is critical that such information be accurate and complete, comply with all applicable laws, regulations and official guidance including without limitation, Section 5 of the FTC ACT and the FTC Green Guides, and that Vendors attest to any criteria necessary for such attributes to apply.

Vendors must indicate in the PIB whether any of the following apply and any necessary details to support each attribute/certification, whether required below or in subsequent requests from the Company. **By completing the PIB and/or shipping products to the Company after communicating the applicability of any of the below attributes/certifications, Vendor is attesting to the Accuracy, Completeness, and Consistency of the attributes it has assigned to the product**, and will be held responsible for the full cost of correcting any inaccuracies on product labeling, in marketing, or otherwise, and for any other related liabilities that may ensue. The vendor will provide documentation supporting the relevant claim upon request. If Vendor has any questions or doubts about the applicability of any of the attributes, it is advised to seek expert and/or legal guidance regarding its products' attributes and the applicability of claims before

making the representation or shipping the product. For questions about the process, contact your Merchandising team.

Certifications & Other Attributes Requiring Substantiation

The Company recognizes and markets only select certifications for its products. Approved certifications are listed in the PIB's "CSR Claims" or "Sustainable Fibers" tabs. By attributing a certification to a product, the Vendor represents that it has met all requirements of the given certification, which could include facility inspections, supporting documentation such as transaction and scope certificates, and product labeling, among others. If a product does not meet all certification requirements, including if certain requirements are in progress or partially complete, the Vendor must not represent that a product is certified. **It is the Vendor's sole responsibility to understand, meet, and uphold the relevant certification requirements.**

To make a claim that a product is certified, the Vendor must: (1) indicate on the PIB's "Claims Substantiation" tab that the certification applies; (2) provide certification information to the Merchandising team, including any relevant transaction certificates, scope certificates, label release forms, and any other documentation relevant to the certification; and (3) ensure that all required on-product labeling is present before each shipment. For all Textile Exchange claims effective April 1, 2023:

- Unless the Company's CSR department explicitly directs otherwise, Vendors should not label claims on products.
- Vendors must always maintain a valid scope certificate, transaction certificates (indicate that the Company is a non-certified buyer) and continue to sell certified articles to the Company.

To ensure compliance with Global Organic Textile Standard (GOTS) and Textile Exchange standards, all initial Scope Certificates and subsequent renewals must be sent to office@itfits.de for verification and pre-approval and, must ensure that the appropriate merchandise partner is included in all communications.

Other Attributes Requiring Substantiation

Certain product attributes are valued by our customers but not covered by a certification regime. We recognize and market such attributes when properly substantiated. The current list of such attributes is included below.

To make a claim that a product has one or more of these attributes, the Vendor must: (1) indicate on the PIB's "Claim Substantiation" tab that the attribute applies and, if not to the whole product, to which components of the product; and (2) at the Company's request, make available documentation and information to properly substantiate the claim, including product testing reports (where relevant).

Attribute	Substantiation Required
Cruelty-Free	The Vendor must not have conducted any testing on animals and must have written certification that no components were tested on animals at any point in the supply chain.
Handmade, Handcrafted	<p>All of the following must be true about the product:</p> <ul style="list-style-type: none"> • All components are handcrafted; • It is not mass-produced; and • It is not made/assembled with machines in a factory setting. <p>If entire product does not meet that standard, but some components do (e.g., Hand-Carved, Hand-Painted, Hand-Blown, Hand-Tufted, Hand-Dyed, Hand-Woven, Hand-Glazed), the Vendor must include that detail in the PIB - "Claim Substantiation" tab.</p>
"No Added" or "Formulated Without"	<p>To make a "no-added" or "formulated without" (e.g., parabens, phthalates, or sulfates) claim:</p> <ol style="list-style-type: none"> (1) the relevant substance must not have been added to any ingredient in the product or to the final product; (2) the substance must be associated with the product category; and (3) the product must not contain or use substances that pose the similar environmental or other risks as the substance that is not present. <p>The Vendor must make a complete ingredient list available upon request.</p>
Recycle Curbside	A substantial majority (at least 60%) of curbside recycling programs in the U.S. will accept the product or specific components. The Vendor must specify in the PIB if that standard applies only to certain components of the product (e.g., the packaging).
Water-Based Finish	The finish is 100% water-based paint.

Use of Wood Guidelines:

- In general, the use of tropical wood is only permitted if it is FSC-certified. This refers to all merchandise made from timber, including wooden furniture, wooden houseware products and packaging made of paper/cardboard.
- All Vendors must follow our [Requirements for the Use of Wood Guidelines](#). The timber species found on this list is not exhaustive; for example, only the most

common tropical woods are listed. If a timber species is not listed in the Guidelines, obtain approval from your Merchandising team before using.

- Lacey Act compliance is required and declarations must be made on the PIB Cover Page.
- Any trading of wood species listed under the most current Annexes I and II of the Convention on International Trade in Endangered Species (CITES) of Wild Fauna and Flora is not allowed. To import wood species listed in Annex III of CITES, the product must be FSC-certified, in addition to the official documents required for these species.
- The current CITES listing of banned and restricted woods is always the final authority, and precludes use of a listed wood regardless of anything to the contrary in this Guide or any materials provided by the Company from time to time.

Country of Origin

All country of origin information (including, without limitation, all Made in USA claims, and Country of Origin certificates) provided by the Vendor in the PIB and on products must be:

- Accurate;
- In compliance with all applicable laws and regulations, including, without limitation, U.S. Customs and Border Protection requirements, the FTC Made in USA Labeling Rule, the Textile Fiber Products Identification Act, the Wool Products Labeling Act, the Fur Products Labeling Act, and associated rules; and
- Consistent with all product labeling, including, but not limited to, sewn-in labels, law labels, product packaging, on-product claims, hang tags, and inserts.

Made In USA

The Vendor is responsible for reviewing and complying with all relevant laws and regulations applicable to any Made in USA claims, including, without limitation, the FTC Made in USA Labeling Rule, and must be able to properly substantiate any such claims it makes. The summary below provides the minimum terms that must be met in order to state a Made in USA claim (qualified or unqualified). Whether a product complies with those minimum standards, and any greater or additional standards the Vendor determines are applicable, is the sole responsibility of the Vendor.

To make a Made in USA claim, the Vendor must indicate on the PIB that a Made in USA claim applies.

Made in USA Definitions and Examples:

- Made of 95%+ final wholesale value, and last substantial transformation occurred in the USA
 - Claim: Unqualified
 - Labeling examples: “Made in USA”, “Product of USA”, “Made in Brooklyn”
- Made of 60-95% final wholesale value, and last substantial transformation occurred in the USA
 - Claim: Qualified Content
 - Labeling example: “Made in USA of domestic and imported materials”

-
- Made of Less than 60% final wholesale value, requires only that last substantial transformation occurred in the USA
 - Claim: Qualified Process
 - Labeling examples: "Made in USA of imported materials", "Assembled in USA", "Cut and sewn in USA"

Vendor certifies that all Made in USA claims made on or with products provided to the Company by the Seller, including claims on the product itself, in package inserts, or on outer packaging, will match the substantiated claims listed in the PIB.

Vendor must immediately inform the Company of any changes in the manufacturing process, including but not limited to the sourcing of any inputs, parts or components, that may potentially affect the Seller's substantiation for any Made in USA claims, and will immediately inform the Company of any corresponding changes to claims made on or with products provided to the Company by the Seller, including claims on the product itself, in package inserts, or on outer packaging.

By making a Made in USA claim of any kind in the PIB, Vendor certifies that a fully authorized representative of the Vendor has reviewed and confirmed the accuracy and completeness of the Made in USA claims being made, and that the Company may rely on the information supplied in the PIB in its presentation and representation of the relevant product to its customers, business partners, and others. Vendor agrees that it is and will be fully responsible for the accuracy and completeness of all Made in USA statements and related information included in the PIB. Failure to comply will result in a chargeback.

Section 7

Compliance with Global Laws & Regulatory Requirements

The Company sells products to customers all over the world through stores and digital commerce platforms operated by the Company's subsidiaries and by select third party licensees. Vendors are obligated to either (a) ensure that their products meet all applicable legal and regulatory requirements for sale in the markets in which the Company's products are sold or provided to consumers (each being a "**Market**" and collectively the "**Markets**" for purposes of this Guide) or (b) expressly advise their Merchandising team contact and the Company's Quality and Regulatory Compliance team in writing as soon as they become aware of any non-compliance in any Market.

All products must comply with the applicable laws and regulations both as they are written and as they are applied by each Market's courts, agencies and consumer product safety authorities (e.g., the U.S. Consumer Product Safety Commission (CPSC), Health Canada, Consumer Protection Federal Agency of the United Mexican States (PROFECO), etc.). Each Vendor is responsible for consulting their own legal counsel and/or independent testing labs and industry organizations, at their own expense, as necessary to ensure full compliance with all applicable laws and regulations. It is important to note that ***nothing in this Guide constitutes or is to be construed as legal or professional advice*** with respect to any particular law, regulation or matter.

Markets

The Company currently operates or has imminent plans to operate, directly or indirectly, in the following Markets:

- United States
- Canada
- Chile
- Colombia
- Costa Rica
- Kingdom of Saudi Arabia
- Kuwait
- Malaysia
- Mexico
- Peru
- The Philippines
- Singapore
- Taiwan
- United Arab Emirates
- Bahrain
- Oman
- United Kingdom
- Germany

The Company reserves the right to add countries to the list of Markets at any time, through notice to the Vendor. Each Vendor must ensure that their products are compliant with the applicable laws and regulatory requirements (or for providing express written notice of non-compliance in whole or in part) in each Market, whether listed above or identified in a notice from the Company.

Regulatory Requirements

Quality and Compliance Manual

The Quality and Compliance Manual is available in the document linked below. This includes in depth information regarding the Company's Quality and Regulatory Compliance Program and testing policies and procedures:

- General Information
- Legal Requirements
- Restricted Substances and Additional Requirements
- Testing Requirements and Procedures
- Product Inspections

Link: [Quality and Compliance Manual](#)

Recalls It is critical for the Company to be aware of any potential safety issues or recalls on products that it carries, or has carried, in order to take appropriate action. The Vendor will be responsible for any consequences of failing to report such information to the Company or applicable regulators. Any Vendor that receives any information, incident report or contact about a product's safety, or that is considering a recall, must contact the Quality and Regulatory Compliance team at product-test@crateandbarrel.com immediately. If the Company receives any incident report or otherwise discovers concerns about a product's safety, the Vendor must cooperate with the Company in any product investigation and resolution of the issue, up to and including a recall of the product by the Company.

The Vendor is accountable for the safety and quality of the products it provides to the Company, and if a product is recalled, whether by the Vendor or the Company, for any reason, the Vendor will be held responsible for all related costs.

Printed Materials Language Policy

All printed labels and materials for products sold outside of the U.S. must be provided in English, French, and Spanish, with each language being stated in equal prominence. This includes all product print material such as care, characteristics, warnings, labels, safety information, and marketing materials, which are included with the product.

Company Supplied Print Material

The Company provides artwork or templates for certain printed materials in all three languages (or wordless) at no charge to the Vendor. Examples include:

- Private label packaging (such as hangtags, insert cards, etc., with a Company logo)
- Sewn-in care labels for textiles, rugs, etc.
- Back stamp art for ceramic items
- Warning labels for candles/candle holder [templates](#)

Vendor Supplied Print Material

The Vendor must supply any other necessary print materials, including care, safety and warning information, etc.

- Must be created and translated at the Vendor's sole expense.
- Must work with the Company's designated language service provider, currently Lionbridge Technologies.
- Advise using the Lionbridge Freeway Web Portal to upload text files and receive the translated copies; contact Ayla at Ayla.Axeloons@lionbridge.com to set up a Lionbridge account.

Section 8

Customs Trade Partnership Against Terrorism (C-TPAT)

As a Tier III level member of the C-TPAT program, the Company is committed to the code and spirit of the C-TPAT program and to following its “Minimum Security Criteria” to enhance supply chain security. Vendors must do their part to help the Company maintain its compliance by following all protocols and security measures, submitting to all audits and inspections, and producing all necessary documents and information as may be required by the Company.

Note: Throughout this section, references to “Vendor” shall mean and include both the Vendor itself and any facilities, factories, manufacturers and others that Vendor works or has a relationship with in connection with providing products to the Company.

Audits and Questionnaires

The Company conducts robust auditing and monitoring of Vendors through physical validation. We partner with third parties to conduct Factory Security Audits at the Vendor’s expense and reserve the right to audit or require an audit of any Vendors. The Company selects Vendors for audit in its sole discretion, based on having locations in risk countries ([as defined by the latest amfori BSCI classification](#)), the Vendor’s response to the C-TPAT Questionnaire (see below), and other risk factors. The audit will be based upon the most current U.S. Customs recommendations in areas such as:

- Corporate Social Responsibility,
- Employee Rights/Security/Forced Labor,
- Employee Training,
- Inspection Security,
- Conveyance Seals,
- IT/Cyber, Physical, Procedural, and Transportation Security, and
- Other areas deemed appropriate by the Company in its sole discretion.

Special emphasis is placed on written procedures at the Vendor’s locations in the selected areas of audit. An audit report will be made available to the Vendor after the annual and after any “continuous improvement” audit required in follow up.

Vendors must also complete a C-TPAT Questionnaire which covers some of the same areas subject to audit but does not replace an audit or any physical validation. The C-TPAT Questionnaire must be signed by an authorized representative of the Vendor, dated, and returned to CTPAT-Compliance@crateandbarrel.com for scoring according to established risk-based criteria. The Company may require additional action(s) such as, for example, further dialogue with the Vendor, additional audits or physical validation of one or more of the Vendor’s locations, development of written procedures, and/or additional postings or training.

***Note:** The C-TPAT Questionnaire contains more detail on many of the key controls required in this Section. Vendors must adopt and comply with the controls and requirements set forth in the C-TPAT Questionnaire just as if they were fully set forth below.*

Forced Labor Requirements

- [Code of Conduct](#) (see Section 2): CBH Code of Conduct is posted in a prominent area
- Ensure no Forced Labor (indentured, bonded labor, child labor, prison labor etc) is utilized in Global Supply Chain.
 - Be able to provide documentation evidence of this in Supply Chain back to harvesting of raw materials and any other intermediary steps in manufacturing process upon request;
 - Be able to provide supply chain mapping from final product to raw materials upon request.
- If Forced Labor (indentured, bonded labor, child labor, prison labor, etc) is suspected/identified, report findings to CBH so it can be reviewed/investigated/addressed.

Key Controls

To maintain the Company's Tier III level membership in the C-TPAT program, Vendors must be in compliance with the following protocols and security measures at all times. It is the Vendor's obligation to understand and ensure ongoing compliance.

Container and Trailer Security

The Vendor must implement measures, consistent with and incorporating all relevant C-TPAT Minimum Security Criteria, to protect the integrity of all Vendor-loaded containers.

Container Storage

For the stuffing location at the Vendor's facility, procedures must be in place to store, inspect, and seal a container or trailer properly. Containers/trailers that are stored must be locked, monitored regularly, and kept in a secure area to prevent unauthorized access, manipulation, tampering, or infestation by insects or pests.

Container Seals

The following procedures must be followed to ensure controls on container seals:

- All seals must meet the "ISO 17712:2013" standard for high security bolt seals. All unused seals must be kept in a secure (locked) location.
- Only a limited number of designated employees may have access to container seals.
- Upon receipt of a new shipment of seals, each seal must be entered in a secure log by number.
- Seals must be used in a random order to prevent anyone from anticipating what number will be used on any particular container. Upon use, specifics of the shipment

(date, container number, PO or invoice number) must be entered in the log next to the seal number used.

- Voided seals that cannot be used must be designated in the log and destruction authorized by a supervisor.
- Seal numbers must be listed on shipment documents and verified upon arrival.
- On a regular basis, the log must be audited to confirm that no seals are unaccounted for.

Container Inspection

The Vendor must conduct each of the following inspections of each container used for products provided to the Company before loading the container.

- An Inspection to check the integrity of:
 - Outside and Undercarriage – support beams should be visible,
 - Doors – inspect locking devices for tampering,
 - Refrigeration Unit (only if applicable),
 - Right Side – for false walls,
 - Left Side – for false walls,
 - Front Wall – for false wall fronts,
 - Ceiling/Roof – for false ceilings/roofs, and
 - Floor – for false floors
- A Hardware Inspection to check the integrity of:
 - Door latches, handles, rods,
 - Hasps, Rivets, Bracket, Bolts, and
 - Signs of rust or tampering.
- A Cab/Truck Inspection to check the integrity of:
 - Bumpers, Tires, Rims, Doors, Tool Compartments, and
 - Locking mechanisms, battery boxes, fuel tanks, fifth wheel.
- An Agricultural Inspection of all container/trailers to guard against:
 - Pest and/or insect infestation
 - Any organic material of animal origin,
 - Plants or seeds,
 - Organic material such as fungi, soil, and water, and
 - Heat treating/fumigation with methyl bromide for any wood packing materials.
- A Physical Check of the storage, staging, and loading area to protect against:
 - Overgrowth of vegetation that may block surveillance of these key areas, and
 - Nests, hives, or animal refuge areas.

Any issues identified during an inspection must be corrected, recorded (with date of inspection and correction), and kept on file. The Company will select certain containers and

require the inspection paperwork, which the Vendor must provide to the Company's Compliance department at CTPAT-Compliance@crateandbarrel.com.

Physical Access Controls

Access controls prevent unauthorized entry to facilities and protect capital assets used in production. All employees, visitors and Vendors are required to provide positive identification prior to entry. Specifics will be found in the C-TPAT Questionnaire.

Employee Identification

Vendors must use an employee identification system that follows documented control procedures regarding the issuance of keys or other access devices. Employees must only be given access only to non-secure areas and to secure areas they need to access to properly perform their duties.

Visitors / Deliveries

Visitors must be required to present photo identification upon arrival and before being given access to the Vendor's location. All visitors must visibly display temporary identification and be accompanied by a responsible representative of the Vendor at all times.

Procedural Security

Consistent with the C-TPAT Minimum Security Criteria, Vendors must adopt written procedures to confirm processes for the secure storage, handling, transportation, and corresponding data regarding products provided to the Company, both at the point of origin and at any destination. Such procedures must address employee relations, building security, and cyber-security throughout the operation, and document the various controls required throughout this Section and other necessary controls, including, but not limited to:

- *Pre-Employment Verification*: To validate candidate quality through employment history, reference, and background checks compliant with applicable laws
- *Ongoing Employee Training*: To ensure understanding of and compliance with security and safety protocols and threat awareness
- *Employment Termination*: To ensure orderly separation from employment and deactivation of all necessary passwords, building/systems access, and authorizations and to protect proprietary information
- *Contractor/Subcontractor and other Third Party Selection*: To ensure compliance with Minimum Security Criteria
- *General Inspections*: To ensure the integrity and security of all physical locations, including, without limitation, windows, doors, locks, fencing, fire extinguishers, sprinkler systems, forklifts, asset licenses, maintenance logs, recordkeeping, slip-disc machines, scanners, trucking logs, warranty expiration, and audit (internal and external)

Transportation Processes

Vendors must ensure that key shipping documents (manifest, commercial invoice, packing list, PGA documentation) are legible, accurate and complete and protect against loss and inaccuracy. Vendors also must ensure that products are transported securely, including:

- Drivers of the container/trailer or conveyance bound for port or LSP must be positively identified.
- Weighing mechanisms and gauges must be calibrated regularly.
- Actual weights, labels, marks, and piece counts must be reconciled against relevant shipping documents; the Vendor must investigate and resolve any discrepancies.
- The Seal Number from the ISO Lock on the container must be on the relevant Bill of Lading (BOL).

See [Section 9 \(Shipping Guide\)](#) for more information about transportation requirements.

Physical Security

Vendors which store and handle products for the Company must have physical barriers and deterrents that guard against unauthorized access, and maintain a record of all related inspections and reports (including those by local government agencies). Vendors must ensure all premises and containers are secure, and should consider measures such as:

- Fencing must be regularly-inspected and maintained to enclose all operational and storage areas and elsewhere for employee security (e.g., parking lots)
- Gates must be monitored and Gate Houses manned at all relevant times
- Parking must be structured to prohibit private passenger vehicles parking adjacent to merchandise storage and handling areas
- Structures must have continually maintained controls against unauthorized entry
- Locking Devices must be on all external windows, gates, fences, and “secured areas” and appropriate key controls must be maintained
- Adequate lighting must be provided inside and outside of the facility including at entrances, exits, and parking and loading areas
- Alarm and Video Surveillance Systems must be maintained to monitor premises and prevent unauthorized access. Systems must be tested and in working order. Video records must be kept for a minimum of 45 days.
- Fire Detection/Prevention Systems must be in place, checked regularly and repaired/upgraded as needed, and must comply with all applicable codes
- Pest and Insect Controls must be maintained in good working order, and any necessary fumigation performed regularly

Information Technology Security

Systems must use individually password-protected accounts that require periodic password changes and use of complex passwords. System administrators must maintain especially complex and guarded passwords given the access their passwords provide.

Employees must be trained on information security/system policies, procedures and standards. And, the Vendor must have a protocol or system in place to identify abuse of information technology and/or electronically stored information, such as improper access, tampering or altering business data, and lack of secure passwords and other protections. IT systems should be tested for vulnerabilities (“penetration testing”).

Working with Third Parties

Vendors that use third parties (manufacturers, contractors, Sub-Contractors, Sub-Suppliers, etc.) in any aspect of producing or providing products to the Company, must have written procedures in place to cover their selection, vetting and retention. Vendors must require those third parties and all others they use -- such as truck drivers, freight forwarders, consolidators, LSPs, customs brokers, etc. -- to comply with C-TPAT or equivalent guidelines, and must include the requirement of such compliance in any request for information (RFI), request for proposal (RFP) and/or request for qualifications (RFQ) which they use.

As Vendors are responsible for all such third parties’ compliance with these requirements and standards, the Company recommends that Vendors ensure that all agreements with such parties indicate in writing that the party agrees to follow C-TPAT (a valid SVI#) or equivalent guidelines in working with the Vendor.

Security Training and Threat Awareness

The Vendor must develop and implement programs to educate and train all of its employees on their role and need for awareness in keeping the Vendor’s (and by extension the Company’s) operations safe and secure. This includes all employees, in every part of the Vendor’s operations, including, but not limited to, shipping and receiving areas, mailrooms, digital information regions, and offices. The Company’s global supply chain depends on it.

Annual Review of Processes and Procedures

All security processes and procedures are to be reviewed with all vendor and manufacturing employees based on the topics in the annual Questionnaire and Audit Reviews. All procedures are to be maintained in a written format and updated in a timely manner when necessary.

Section 9 Shipping Guide

The Shipping Guide has now been reorganized to streamline your reference process. We have separated the guide into 3 distinct sections:

- Domestic (North America) Vendors
- Import Vendors
- All Vendors

This new structure allows you to easily locate and consult the specific shipping information relevant to each vendor type. Please refer to the updated guide accordingly to find the information you need.

Any new changes from previously released versions will be highlighted in **Gray**.

This separate guide will enable your warehousing group to quickly reference the shipping requirements. It includes details around:

- Purchase Order Management System
- Shipment Plan and ASNs
- On Time Shipping Policy
- Master and Inner Carton Labeling
- Packing Lists
- Shipping Requirements and Routing Information
- Inventory Issues
- Return to Vendor

Shipping Guide Link: [Shipping Guide](#)

Section 10 Specialized Shipping Guide

The Specialized Shipping Guide is now available in the document linked below. This separate guide is intended to detail requirements that are specific to International Hub Orders (i.e., Purchase Orders with prefix “089”). This guide will enable your warehousing group to quickly reference the shipping requirements. It includes details around:

- Franchise Consolidation HUB
- Guidelines for Ship Direct from Vendors
- Guidelines for Made to Order (MTO)

Link: [Specialized Shipping Guide](#)

Section 11

Invoicing and Chargebacks

Domestic Invoice Processing

The following instructions are for domestic payment invoice processing:

- Only one purchase order per invoice.
- Include the following information on each invoice:
 - Ship-From Information
 - Ship-To information
 - Unique invoice Number
 - Invoice Date
 - Purchase Terms
 - Company Purchase Order Number
 - Company SKU Number
 - Item Description
 - Quantity Ordered
 - Quantity Shipped
 - Ship Date
 - Unit Price
 - Extended Price
 - Additional Charges or Credits (Freight, Tax, Discounts)
 - Total Price
 - CARB ATCM (California Air Resources Board Airborne Toxic Control Measure) documentation if applicable
- The ship date listed on the invoice must be accurate
- The “Bill To” address for all Company invoices must read:
 - Euromarket Designs, Inc
 - Accounts Payable Department
 - 1250 Techny Road
 - Northbrook, IL 60062
- All Company domestic invoices must be emailed to apmailbox@crateandbarrel.com
- Any chargeback inquiries must be emailed to apgroup@crateandbarrel.com
- All Canada Invoices must be emailed to CAexpense@crateandbarrel.com

Import Commercial Invoice Processing

A commercial invoice must be filed for each imported shipment entering through U.S. Customs. The invoice must provide the following information in English as required in 19 CFR 141.86 through 141.89. The following section summarizes the information as required by U.S. Customs:

1. The U.S. port of entry
2. Information about the sale of product – the place where the product was sold, the date when the product was shipped, the manufacturer of the product, and the importer of record/purchaser of the product
3. A detailed description of the product including what the product is made of and any finish details (such as embroidery, or appliqué), manufacturer identification numbers, the grade or quality, and the numbers of the packages in which the product is packed
4. The quantities (providing both gross and net weight and units of measure)
5. The purchase price of each item in the currency of the purchase
6. The currency used for the purchase
7. All additional charges itemized by name and amount, including freight, insurance, commission, and packing
8. All rebates, drawbacks, and boundaries, separately itemized, allowed upon the exportation of product
9. The country of origin
10. All goods and services furnished for the production of the product (e.g. assists such as dies, molds, tools, and engineering work) that are not included in the invoice price. Goods or services furnished in the United States are excluded.
11. CARB ATCM (California Air Resources Board Airborne Toxic Control Measure) documentation if applicable

In addition to providing information to satisfy all government invoicing requirements, Vendors must include the following on all commercial invoices of imported product:

1. ATTENTION: IMPORT DEPARTMENT must appear with the Euromarket Designs, Inc. address
2. A unique invoice / identification number (Vendor number must be the prefix to the invoice number and it must be alphanumeric only and unique. Duplicate invoice numbers are not allowed).
3. Invoice Date
4. Ship Date; (For FOB terms, include bill of lading date. For EXW terms, include ex-factory date)
5. Purchase Order Number(s)
6. Terms of purchase
7. Terms of payment

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8. Signature of shipper
 9. Packing information on a separate document (Packing List)
 10. Harmonized Tariff Schedule of the United States (HTSUS) classification number(s)
 11. If a manufacturer contributes to the SKU while located outside the Country of Export (COE), that manufacturer is to be indicated on the commercial invoice: Name, Address, and MID-CODE of the origin country. For example, if a plate is manufactured in Germany, sent to India and is added to the SKU from India, the full manufacturer contact details of the portion manufactured in Germany is to be included alongside the manufacturing details of the entity in India.

Completing the Commercial Invoice in InforNexus:

When creating the commercial invoice in InforNexus, the Vendor/Manufacturer will be required to check boxes that indicate which documents may apply to the shipment. It is critical that all relevant boxes are checked, AND that the corresponding documents are uploaded into InforNexus. The following boxes may appear:

1. Lacey Certificate: Requiring Genus, Species, and Country of Harvest
2. GSP Form A: Duty beneficial program approved by US Customs
3. TSCA Title VI Certificate: necessary for any MDF shipments / formaldehyde considerations
4. Certificates of Origin
5. FWS: Fish and Wildlife Certificates
 - a. FWS documents need the specific correlating SKU# listed
6. FSC Certificate
7. Other: such as but not limited to EPA, CPSC

Payment Request Contacts:

- InforNexus Purchase Orders
 - All product invoices must only be submitted through the Infor Nexus platform.
- All 089 International HUB Shipments:
 - All merchandise invoices must be emailed to: apmailbox@crateandbarrel.com.

Commercial Invoice Requirements

- Submit one invoice per shipment/bill of lading. Each invoice must list all purchase orders and SKUs shipped against each purchase order. Submitting multiple invoices per shipment/bill of lading is not allowed unless approved by the Company's Global Transportation Department.
- List each purchase order/SKU combination as a line item on the invoice. All SKUs related to a single purchase order must be grouped together, but listed as separate lines on the invoice.

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- List POs in numerical order to ensure efficient audit and approval for payment processes.
 - Issue all invoices on the company letterhead of the party receiving funds and to whom the PO was issued.
 - Vendor number must be the prefix to the invoice number and it must be alphanumeric only and unique. Duplicate invoice numbers are not allowed.
 - Proof of delivery party should always be the Buyer.
 - **Errors will delay the payment of your invoice.**

Manual Commercial Invoices

For vendors who have an approved exception to create a manual Commercial Invoice (CI), namely one not automatically generated through InforNexus, the following elements must be present for US Customs clearance:

- Vendor Name with address and contact info at the top of the document entitled “Commercial Invoice”
- Each manufacturer must be indicated with their full address and MID-CODES. These constitute the Country of Origin (COO)
- A detailed description of the product with SKU or reference number and PO# or PO Reference # - including:
 - material breakdown percentage,
 - finish details (such as embroidery, or applique)
 - if not apparent, its function
- Ship From Location: Indicate the actual location from where the items are loaded in the Origin Country. This could be the location as in the first bullet above, or a different location such as a CFS or other facility
- Consignee: Euromarket Designs Inc. 1250 Techny Rd, Northbrook, IL 60062
- The Country of Export (COE): may be different from the COO of the individual Manufacturers
- Buyer: Indicate Euromarket Designs Inc. 1250 Techny Rd, Northbrook, IL 60062
- Final destination in USA
- Customs Broker: Carmichael International 123 Main St, Alameda, California 94501
- Notify Party: Euromarket Designs Inc. 1250 Techny Rd, Northbrook, IL 60062
- Incoterms: FOB, or FCA, or EXW
- US Port of Entry
- Date of shipment from origin port

Payment Status Inquiries:

For payment status inquiries, please contact apmailbox@crateandbarrel.com.

For chargeback inquiries, please contact apgroupp@crateandbarrel.com.

Chargebacks

Chargebacks allow the Company to recover costs it incurs due to Vendor non-compliance. Below is a summary of some possible chargebacks; the list is not exhaustive.

Vendors hold the right to dispute a chargeback within 30 days of the chargeback memo date listed or the invoice payment date that the chargeback was deducted from.

Section Chargeback	Description	Expense Offset
Section 6 Country of Origin Discrepancy	Invalid Country of Origin or USA Declaration listed on SKU / Labeling	Minimum of \$1,000 per incident
Section 9 Late/Missing Advanced Ship Notice (ASN)	Untimely or inaccurate ASN submission	\$750 per incident
Section 9 Early or Late Shipping	Product not shipped +/- 5 days from last approved ship date listed on PO	1% of purchase price per day (not to exceed 15%) and/or charge of gross margin loss if late shipment
Section 9 Backorders/Canceled Sales	Lost Sales/Cancellations due to Late Shipping	As appropriate to the specific situation and costs incurred
Sections 3 & 9 Incorrect Product Labeling	Product arrives with incorrect barcode, sewn-in, or other brand labels	Greater of \$500 per DC where correction project is performed <u>or</u> actual project cost (\$64/hr + materials + disposal if applicable)
Section 9 Carton Labeling and Packaging	Missing, incomplete, or inaccurate Packing List	\$500 per incident

Section 9 Shipping Requirements	<p>Failure to meet shipping requirements (carton labeling, pallet specifications, container loading, etc.)</p> <p>Additional shipping expense due to incomplete loads (pallets left behind) requiring multiple pickups</p>	<p>Greater of \$500 per DC where correction project is performed <u>or</u> actual project cost (\$64/hr + materials + disposal if applicable)</p> <p>Additional needed shipping expense - actual cost of second shipment</p>
Sections 9 & 11 Submission of Import Shipping Documents	Late, incomplete, or inaccurate shipping documents (bill of lading, commercial invoice, packing list, "Required Documents identified on the Commercial Invoice", etc.)	\$500 per incident
Section 9 Label and Load Compliance	<p>Discrepancy of loaded shipping label in container/trailer</p> <p>Carton label ID's do not match the current pack plan</p> <p>Incorrect container loading (Arrows not followed / pallets not loaded and stacked safely & correctly)</p>	<p>Improper Labeling: Minimum \$1,000 per container/trailer, chargeback will be based on a cost per each incorrect label and labor associated</p> <p>Improper Loading: \$1,000 per container/trailer</p>
Section 9 North American Shipping Requirements	Any deviations from our domestic routing instructions or use of unapproved carriers or shipping to an incorrect PO location	Full freight chargeback plus a processing fee
Section 9 Quality	Product quality different from final sample approved by the Merchandising team	Greater of \$500 per DC where correction project is performed <u>or</u> actual project cost (\$64/hr + materials + disposal if applicable)

Section Chargeback	Description	Expense Offset
Section 9 Master and Inner Carton	Master or inner carton quantity does not match PO	Greater of \$500 per DC where correction project is performed <u>or</u> actual project cost (\$64/hr + materials + disposal if applicable)
Section 9 Automatic Deduction Policy for Furniture	Customer discovers a manufacturing defect when the item is in their home	Up to \$249
Section 9 EDI Transaction / ASN Requirements	Domestic EDI Vendors - Failure to transmit all required transactions Faulty ASNs (failures, incorrect format, missing information, late or no submission, etc.)	\$750 per incident
Section 14 Furniture Shop Repairs	Furniture item needs repair due to packaging damage or product defect	Actual cost to repair
Section 2 Required Disclosures	Any instance of production detected within an unauthorized facility.	\$50,000 per incident

Section 12

Miscellaneous Governing Legal Terms

Governing Law and Venue

All matters arising out of or relating to this Guide will be governed by and construed in accordance with the internal laws of the State of Illinois, USA without giving effect to any jurisdiction's choice or conflict of law provisions. Any legal action or proceeding arising out of or relating to this Guide may only be instituted in the state or federal courts located in Chicago, Illinois, USA. Both the Company and the Vendor irrevocably and unconditionally submit to and waive any objections it may have (including that it is an inconvenient forum) to the jurisdiction and venue of such courts in such actions or proceedings.

Confidentiality and Non-Disclosure

The Company has spent many years and significant resources building its brands, its business relationships, and its means and manner of doing business. These confidential resources and relationships are unique to the Company, form the foundation for its goodwill and reputation, and provide it with a competitive advantage in its business dealings.

For the purposes of this section, “**Confidential Information**” means all information, documents and other tangible things (in any form, whether hard copy, electronic or otherwise) which are confidential, proprietary and/or non-public and which pertain to the Company's business or constitute trade secrets, including, but not limited to, information concerning products and services; research or experimental work; clients or customers (personal, financial, consumer or other); associates; business or contractual relationships; budgets; forecasts; allocations; financial plans and analyses; sales, merchandising or marketing plans; or other business, financial and/or technical information which is proprietary to the Company or its affiliates. Improper disclosure of any Confidential Information may cause irreparable harm to the Company.

If the Vendor receives or learns of any proprietary or Confidential Information of the Company that is identified as, or that they know or reasonably should know is, confidential, then the Vendor agrees to (i) protect the Confidential Information in a reasonable manner, (ii) not reproduce or disclose the Confidential Information and (iii) use and reproduce Confidential Information only as required to perform their obligations to the Company; provided, however, that the Vendor may disclose Confidential Information that is required to be disclosed by applicable law, subpoena or legal order. In that circumstance, where permitted by law, the Vendor must first provide written notice to the Company of such required disclosure to allow the Company an opportunity to object. In any case, the Vendor must make as limited a disclosure as necessary to comply with the required disclosure following the Company's objection. The term Confidential Information shall not include, and this section shall not apply to information that is publicly known or becomes publicly known through no fault or disclosure by the Vendor. If the Vendor becomes aware of a threatened, suspected or actual breach of this section, they must notify the Company promptly. The Vendor's obligations shall survive the completion or termination of their work with the

Company. The Vendor shall cause each of their employees to comply with the terms of this section. At the end of the Vendor's work with the Company, they must return to the Company any Confidential Information or destroy it, at the Company's election.

Privacy

Attached to this Guide is a **Data Privacy Addendum** setting forth the requirements the Vendor must strictly follow in regard to any customer or associate information the Vendor receives from or as a result of the Vendor's relationship with the Company. ***The terms of the Addendum are incorporated into this Guide by this reference and are binding upon the Vendor. The Vendor must delete all customer or associate personal information within the longer of either (a) 30 days of using it for its intended business purpose or (b) the last day of such period the Vendor is legally obligated or permitted to retain it.***

The Vendor must contact its Merchandising team contact as soon as it realizes that it is unable to comply with any of the terms of the Data Privacy Addendum, so that we can work to find a compensating control or process or take other action as necessary and appropriate.

Content License

The Vendor may provide the Company with visual content to use and/or reproduce, at its sole discretion, in connection with advertising, promoting, and offering for retail sale the Company's products and services (the "**Content**").

By providing the Content to the Company, the Vendor grants the Company a non-exclusive, royalty-free and worldwide right and license to display, use and/or reproduce, at its sole discretion, the Content in any media. The Company may assign, transfer and sublicense all such rights to its affiliates and/or franchisees or other entities (in connection with editorial placements) without your approval.

By providing the Content to the Company, the Vendor represents and warrants that: (1) the Content is the Vendor's original work or the Vendor has full rights to the Content; (2) the Vendor can grant the Company the right to display, use and/or reproduce the Content; (3) the Vendor releases the Company from liability related to the Content, including as set forth in the section titled "Intellectual Property Indemnification"; (4) the Company's use, display or reproduction of the Content under this Guide does not and will not violate or infringe any rights of any third parties, including without limitation any copyrights, trademarks, trade dress, patents, or patent applications; and (5) these terms do not violate any obligation or agreement of yours to or with any other person or entity.

Vendor agrees to grant the Company the non-exclusive and worldwide right to incorporate its name and marks in any media in connection with the Company's use, display and/or reproduction of the Content.

Indemnification

The Vendor agrees to defend, indemnify and hold harmless the Company and its affiliates for any and all claims, loss, damage, liability, cost and/or expense whatsoever (“Claims”) arising out of or relating to the Vendor’s acts or omissions and/or any products or services provided by the Vendor (or their Sub-Suppliers or Subcontractors), product investigations and recalls, or a breach of any representation to the Company in the Guide by the Vendor and/or their employees, including without limitation the costs of defending and resolving any such Claims and enforcing the terms of this Guide.

Insurance

The Vendor also must carry minimum insurance of the types and the coverage amounts specified below from a licensed or authorized insurer having an A.M. Best rating of A-VIII (“Excellent”) or higher, and must provide the Company with a certificate of insurance per the instructions below.

Products Liability Insurance

Product liability insurance in an amount of at least One Million Dollars (USD \$1,000,000) per occurrence is required. Any aggregate limit must be unimpaired.

Commercial General Liability

Commercial General Liability coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Excess/Umbrella Liability

Excess of primary general liability, automobile liability and employer’s liability insurance in an amount of at least Five Million Dollars (USD \$5,000,000) per occurrence is required. Any aggregate limit must be unimpaired.

If the Vendor makes deliveries to the Company’s premises or will be on the Company’s premises for any other reason, the Vendor also must have both:

Workers’ Compensation/Employer’s Liability

Workers’ Compensation insurance coverage in such amounts and on such terms as are sufficient to meet all applicable statutory requirements in all applicable jurisdictions and Employer’s Liability coverage with limits of at least Five Hundred Thousand (USD \$500,000) bodily injury:

- By accident, for each accident;
- By disease, for each employee; and
- By disease, as a policy limit.

The Employer's Liability limits may be combined with either an Excess or Umbrella Liability policy.

Automobile Liability

Coverage for owned, leased, hired, and non-owned vehicles with a combined single limit of One Million Dollars (USD \$1,000,000) per accident for bodily injury and property is required.

All required policies (other than the Worker's Compensation insurance) shall name **"Euromarket Designs, Inc.; Crate & Barrel Holdings, Inc.; Crate and Barrel Canada, Inc.** (each located at 1250 Techny Road, Northbrook, Illinois 60062, USA); **and each of their respective and collective subsidiaries, affiliates, officers, directors, employees and beneficiaries"** as additional insured's under ISO forms #CG2015 and #CG2026 (11/85) or its equivalent, such that those entities and individuals are provided additional insured status for all specified coverage, including, without limitation to, products liability coverage. The coverage provided by the Additional Insured endorsement shall be primary without right of contribution by any coverage carried by Euromarket Designs, Inc.; Crate & Barrel Holdings, Inc.; Crate and Barrel Canada, Inc. or any of their respective or collective subsidiaries, affiliates, officers, directors, and employees. The policies shall include a Waiver of Subrogation endorsement in favor of Euromarket Designs, Inc.; Crate & Barrel Holdings, Inc.; Crate and Barrel Canada, Inc. or any of their respective or collective subsidiaries, affiliates, officers, directors, or employees under ISO form #CG2404 or its equivalent. The policies shall contain a severability of interests clause for all additional insured's without cross suits liability exclusion.

The Vendor must provide the Company with a certificate of insurance and a copy of their Additional Insured endorsement evidencing the insurance coverage specified above prior to a purchase order being written. The Vendor should contact their insurance agent/broker to obtain these documents, and must forward their Certificate of Insurance and Additional Insured endorsement to vog-product-liability-insurance@crateandbarrel.com.

Section 13

Vendor Acknowledgment and Binding Agreement

The Company values its relationship with the Vendors and the Vendors ongoing commitment to excellence. We trust this Guide has provided the Vendor with clarity on the terms on which our Vendor relationships exist and on the expectations and requirements applicable to each Vendor in the business they do with us.

As noted at the outset, it is important that the Vendor reads and understands all of the terms of this Guide, including all of the documents linked herein. By signing the Agreement and Acknowledgement Form or by shipping any products to the Company, the Vendor agrees to be bound by all of the terms of this Guide, and is responsible both for its compliance and for the compliance of any other person or entity that the Vendor works with, obtains services, materials or components from, or uses in providing product to the Company. If the Vendor, or its Sub-Suppliers or Sub-Contractors, violate the terms of this Guide, the Vendor will be subject to corrective action, including possible chargebacks or termination of its relationship with the Company.

The terms of this Guide can only be changed by an express written document signed by an authorized representative of the Company. Oral statements and documents that are unsigned or signed only by the Vendor (or by an unauthorized representative of the Company) are not effective and cannot be used to waive, release or alter any provisions of this Guide.

If the Vendor has questions about any provisions or requirements of this Guide, contact Vendorcompliance@crateandbarrel.com.

Addendum

Data Privacy

This Data Privacy Addendum (“DPA”) amends and is incorporated into the Vendor Operations Guide (the “Contract”) between you (“Vendor”) and Crate & Barrel Holdings, Inc. (collectively, the “Company”). The terms of this DPA shall prevail in the event of a conflict between the terms of this DPA and any other agreement between the parties.

1. Definitions

a. **Data Protection Laws.** The term “Data Protection Laws” means all laws and regulations applicable to the Processing of Personal Data under this DPA. Depending on the Processing at issue, such laws may include (but are not limited to): the California Consumer Privacy Act, as amended by the California Privacy Rights Act (collectively, the “CCPA”); the Colorado Privacy Act; Connecticut’s Act Concerning Personal Data Privacy and Online Monitoring; Utah’s Consumer Privacy Act; and Virginia’s Consumer Data Protection Act.

b. **Other Terms.** All other capitalized terms in this DPA—such as “Consumer,” “Controller,” “Processing,” “Personal Data,” and “Personal Data Breach”—shall have the meaning given to them or their equivalent (e.g., “Business” under the CCPA is the equivalent of “Controller,” and “Service Provider” under the CCPA is the equivalent of “Processor”) in the Data Protection Laws. In the event of a conflict between definitions for the same term, the parties will give effect to the strictest definition.

2. Processing Roles and Responsibilities

a. **Roles.** Company is the Controller who is engaging Vendor as a Processor.

b. **Scope.** This DPA only applies to Company’s Personal Data that Vendor Processes pursuant to the Contract.

3. Legal Requirements

a. **Compliance.** Vendor agrees to comply with all Data Protection Laws when Processing Personal Data and to provide the same level of protection required by such laws. If Vendor determines that it cannot comply with Data Protection Laws or this DPA, it will notify Company and allow Company to take reasonable and appropriate steps to stop and remediate unauthorized Processing.

b. **Processing.** Vendor will only Process Personal Data (1) for the specific services and business purposes specified in Appendix A (the “Instructions”) or (2) as permitted for Processors by Data Protection Laws and not prohibited by this DPA.

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- i. Purpose. Company is disclosing Personal Data to Vendor, or directing Vendor to collect such data for Company, for the limited and specified business purposes described in the Instructions.
- ii. Restrictions. Vendor will not Sell or Share Personal Data. Unless permitted by Data Protection Laws, Vendor will not use, retain, or disclose Personal Data (1) outside the parties' business relationship or (2) for purposes other than those specified in the Instructions. Vendor will not combine Personal Data with other personal data that Vendor (a) receives from or on behalf of another entity or (b) collects from its own interaction with individuals.
- c. Sub-Processors. Vendor will not engage another entity to Process Personal Data ("Sub-Processor") without first informing Company and providing Company a reasonable amount of time to object to the engagement. If Company does not object, Vendor will—before engaging the Sub-Processor—enter into a written contract with the Sub-Processor obligating it to abide by terms that are at least equivalent to those in this DPA. Further, Vendor will remain responsible and liable to Company for all acts and omissions of any Sub-Processor in connection with this DPA.
- d. Confidentiality. Vendor will (1) treat Personal Data as strictly confidential and inform its employees, agents, and Sub-Processors engaged in the Processing of Personal Data of the confidential nature of Personal Data; and (2) ensure that persons Processing the Personal Data are subject to a duty of confidentiality with respect to the Personal Data.
- e. Security. Vendor has adopted and will maintain technical, physical, and administrative safeguards to ensure a level of security appropriate to the risk represented by the nature of the Personal Data and the Processing performed under this DPA. Vendor will also ensure that those safeguards are (1) designed to prevent the unauthorized Processing of Personal Data and (2) consistent with, or better than, industry standard practices and Data Protection Laws relating to data security. Any additional security requirements in the Contract remain in effect to the extent they do not conflict with this DPA.
- f. Cooperation with Consumer Requests. Where Company needs Vendor's assistance to respond to a Consumer request, Vendor will use appropriate technical and organizational measures to assist Company in fulfilling its obligations concerning such requests, including by utilizing Company's third party data privacy platform. If Vendor receives a Consumer request, Vendor will (1) inform Company of the request and (2) direct the Consumer to instructions for submitting requests to the Company, located in the Company's Privacy Policy.
- g. Oversight. Company may (1) monitor Vendor's compliance with this DPA and (2) take any reasonable and appropriate steps to ensure that Vendor uses the Personal Data in a manner consistent with Company's obligations under Data Protection laws.
- h. Processing Assessments. Vendor agrees to allow, contribute to, and cooperate with assessments concerning Vendor's Processing of Personal Data under this DPA.

Company (or its designee) may conduct such assessments once per year as well as after any violation of this DPA or Personal Data Breach. Company may consent to forego its right to conduct an assessment when Vendor selects an independent and qualified assessor to perform the assessment. In the event of a Vendor-selected assessor, the assessor must (1) assess Vendor's policies and technical/organizational measures in support of compliance with Data Protection Laws and (2) use appropriate and accepted control standards or framework and assessment procedures for such assessments. If Vendor selects the assessor, Vendor will pay the cost of the assessment, ensure the assessment occurs at least annually, and provide the assessment report to Company at its request. Even if Company consents to forego its assessment rights in exchange for a Vendor-selected assessor, Company retains the right to conduct its own assessment if Vendor violates this DPA or suffers a Personal Data Breach. Upon request, Vendor will provide any relevant third party assessment reports such as SOC 2, PCI DSS, Attestation of Compliance, or ISO 27001 certification within five (5) business days.

i. Assistance. Vendor will assist Company in meeting its obligations under Data Protection Laws, including reasonably contributing to any legally required data protection impact assessments. On Company's reasonable request, Vendor will provide Company with all information in its possession that is necessary to demonstrate Vendor's compliance with this DPA and Data Protection Laws.

j. Return and Deletion. Vendor will—at Company's choice—return to Company and/or destroy all Personal Data after the termination or expiration of this DPA, except to the extent Vendor is required by law to retain such data. If Company does not make an election within 30 days of the DPA's termination or expiration, Vendor will notify Company that it has not made an election and identify the categories of Personal Data in Vendor's possession. If Company does not make an election within 15 days of that notice, Vendor will promptly delete the Personal Data. In the event that Vendor must retain Personal Data due to a legal requirement, Vendor will (1) promptly notify Company, unless prohibited by law; (2) Process the data only for the purpose justifying the retention and retain it for the minimum period necessary for satisfying the legal obligation; and (3) continue to comply with the relevant provisions of this DPA until Vendor deletes or returns such data.

k. Personal Data Breach.

i. Investigation. Vendor, at its own expense, will take all reasonable steps necessary to investigate, contain, and mitigate an actual or suspected Personal Data Breach (an "Incident").

ii. Notice. Vendor will provide notice to Company without undue delay, and in no circumstances later than 48 hours after aware discovering an Incident. In that notice, Vendor shall explain or provide: (1) the nature of the Incident (including the categories and number of affected Consumers and the categories of data); (2) the name and contact details of an individual at Vendor who can provide additional information regarding the Incident; and (3) the measures taken or proposed to

address the Incident, including steps to mitigate adverse effects. Vendor also agrees to supplement its notice within 48 hours of discovering information that is responsive to items (1)-(3) above or within 72 hours of receiving a request from Company for an update on the Incident (or Vendor's response).

iii. Information Requests. Upon Company's request, Vendor agrees to promptly (and no later than 96 hours after receiving a request) provide any additional information that Company deems relevant to assessing legal or business considerations arising from the Incident and supplement its response promptly discovering relevant information.

iv. Cooperation. Vendor agrees to assist and cooperate with Company (1) in any regulator (including law enforcement) action or lawsuit connected to the Incident and (2) on the content of any public statements or notifications Company deems appropriate in connection with the Incident.

v. Public Statements. Unless Company consents in advance, Vendor will not reference Company in any public statement concerning the Incident.

I. Certification. Vendor certifies that it understands and will comply with the obligations and restrictions in this DPA.

4. Indemnification & Remediation

a. Indemnification Responsibilities. Vendor is liable for and shall indemnify and hold harmless Company from and against all, claims, damages, liabilities, losses, costs or expenses arising out of any act or omission of Vendor which are in breach of its obligations under this DPA or Data Protection Laws.

b. Remediation Obligations. If Vendor suffers a Personal Data Breach affecting Personal Data being Processed by Vendor, then Vendor shall pay Company's reasonable and documented costs it incurs in connection with the following: (1) any required forensic investigation to determine the cause of the breach; (2) the provision of notices to the applicable government and relevant industry self-regulatory agencies, to the media (if required by Data Protection Laws) and to individuals whose Personal Data was disclosed or accessed ("Affected Individuals"); (3) the provision of credit monitoring service to Affected Individuals who elect to receive it for the longer of one year or the time period required by law after the date on which such individuals were notified of the unauthorized disclosure or access, and (4) the initiation and operation of a call center to respond to questions from Affected Individuals for a period of 3 months after the date on which such individuals were notified of the Personal Data Breach.

5. Term and Termination

a. Term. This DPA shall remain in effect for so long as Vendor retains Personal Data.

b. Survival. The following sections will survive indefinitely: Section 3.k (Personal Data Breach) and 4 (Indemnification & Remediation).

6. Miscellaneous

a. Severability. If any part of this DPA is deemed invalid or unenforceable by a court or arbiter, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability while preserving the parties' intentions as closely as possible or, if that is not possible, (ii) construed in a manner as if it had never been part of the DPA.

b. Changes in Law. The parties agree to work in good faith to amend this DPA as necessary to incorporate any revisions necessitated by changes in Data Protection Laws.

c. Headings. The headings in this DPA are for reference purposes only and do not affect the meaning or interpretation of the DPA.

d. Governing Law and Jurisdiction. The parties submit to the choice of law and jurisdiction stipulated in the relevant Contract with respect to any disputes or claims arising under this DPA, including disputes regarding its existence, validity, or termination or the consequences of its nullity. If none is designated in the Contract, the parties choose Illinois as the law and jurisdiction for any disputes or claims arising under this DPA.

e. Notices. Notice made to Company pursuant to this DPA shall be delivered to the Notice address in the Contract, and MISSecurityOffice@crateandbarrel.com. If notice is provided by mail, it is effective two business days after it is received. If notice is provided by email, it is effective two business days after being sent.

f. Counterparts. The parties may execute this DPA in any number of counterparts. Each counterpart is an original and all counterparts constitute one DPA binding both parties.

g. Entire DPA. This DPA supersedes all prior and contemporaneous communications, whether written or oral, regarding the subject matter covered in this DPA.

h. No Further Amendment. Except as modified by this DPA, the terms and conditions of the Contract remain unmodified and in full force and effect.

Appendix A

Processing Instructions

Vendor is Processing Personal Data for the following business purposes on behalf of the Company:

- ☐ Advertising or marketing
- ☐ Analytics
- ☐ Account service/maintenance
- ☒ Customer service
- ☐ Data storage
- ☐ Financing
- ☐ Labor/employee relations
- ☒ Order processing/fulfillment
- ☐ Payment processing
- ☐ Product Development
- ☐ Security

Vendor may Process the following categories of Personal Data:

- ☒ Commercial Information. This includes data such as purchase history, loyalty programs, and subscriptions.
- ☒ Contact Information. This includes data such as name, mailing address, email address, and phone number.
- ☐ Financial Information. This includes data such as bank account or credit card numbers.
- ☐ Government Identification. This includes data such as driver's license numbers or Social Security numbers.
- ☐ Health Information. This includes data such as diagnoses, medical conditions, treatments, and insurance numbers.
- ☐ Location Information. This includes data that identifies the real-time location of an individual.
- ☐ Online Information. This includes data such as device/advertising IDs, IP address, searches, and cookie data.
- ☐ Personal Characteristics. This includes data such as physical characteristics, religious beliefs, and biometric data, racial origin, marital status, gender, and veteran status.
- ☐ Professional/Employment Information. This includes data such as career history, compensation history, resume, job title, business travel, background checks, and disciplinary history.
- ☐ Sensory Information. This includes data such as audio and visual details related to a person.