

Vendor Operations Guide

Released September 2021

V3

Crate&Barrel  HUDSON | GRACE

Newly Formatted Vendor Operations Guide

We are excited to publish the Company's new Vendor Operations Guide (the "Guide"). Please review the updated Guide carefully as it is structured differently than in past years, 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.

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

“**Guide**” -- defined in Introduction

“**Hub International Order**” -- defined in Section 10

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

“**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

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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 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

Amorfi 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. Vendors also must sign the amorfi BSCI Code of Conduct acknowledgement form attached to this Guide, as a condition of doing business with us.

Code of Conduct Principles

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

- 1. Freedom of Association and Collective Bargaining** – Respect the right of workers to form unions or other types of workers’ associations and, if formed, engage in collective bargaining in good faith with such organizations.
- 2. 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.
- 3. Safe Workplace** – Ensure a healthy and safe working environment and continually assess and take all necessary steps to reduce or eliminate risks.
- 4. No Bonded Labor** – Not engage in any form of forced servitude, human trafficking or non-voluntary labor.
- 5. Ethical Conduct** – Not engage in or tolerate any acts of corruption, extortion, embezzlement, bribery or similar conduct.
- 6. No Discrimination** – Provide equal opportunities and not discriminate against workers on the basis of a protected class.
- 7. Decent Working Hours** – Observe applicable laws regarding working hours.
- 8. No Child Labor** – Not hire workers who are below the applicable legal minimum age for employment in the Vendor’s operation.
- 9. No Precarious Employment** – Ensure work is performed on the basis of a recognized and documented employment relationship that complies with applicable law and international standards.

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.

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 is 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 high risk countries (as defined by the latest amfori BSCI classification) must present and maintain proof of compliance with a valid and accepted social standard covering the entire period of production up to time of shipment. The Company's currently accepted social standards are: amfori BSCI audit (effective January 2021, only accept scores A – C); SA8000 Certificate; or the Otto Group social audit protocol. Vendors must be pre-approved by the Company's Social Compliance team to receive a social audit branded Vendor exemption.

Required Disclosures

Vendors must disclose to the Company requires certain disclosures from its Vendors, including the following:

- *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." The Company requires Vendors to disclose Sub-Suppliers when submitting signed Vendor Agreement and Acknowledgement Forms, and again during the year prior to using Sub-Suppliers via the [Sub-Supplier Disclosure Form](#).
- *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 must disclose all Sub-Contractors (and sub-subcontractors) or other third parties involved in the production of products for the Company, upon the Company's request.
- *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.
- *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 "**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 ACCORD in their final production factories.

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

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 authorized by 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 forwarded to Sub-Suppliers, Sub-Contractors, or other third-party partners:

- a. [Procedure For Dealing With Child Labor](#)
- b. [Procedure For Dealing With Refugee Workers in Goods Production](#)
- c. [Procedure For Dealing With Homework \(Homeworking\)](#)
- d. [Procedure For Dealing With Forced Labor](#)
- e. [Duty to Inform in the Case of Subcontracting](#)

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, production stages, product ranges and employee numbers, on the websites of the Otto Group or the Company. Vendors must obtain any necessary approvals from third-party partners regarding such disclosure.

Contact for questions:

Ava Guilford
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:

Scott Kamlet
Director, Asset Protection
1250 Techny Road
Northbrook, Illinois 60062
USA
skamlet@crateandbarrel.com

or

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 will need to complete an [International Distribution Rights Information Form](#) and return to franchise-local-distributors+2018@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.

Product Information Bulletin (PIB)

The Company's Product Information Bulletin ("PIB") is generally updated on a semi-annual basis. To ensure you have the most recent version, contact the Merchandising team of the product you are working with. The PIB serves three important functions:

1. The PIB is your opportunity to tell our associates the wonderful features of your product and the details that make your item special. We utilize this information for associate training, catalog, website copy, and store signage.
2. The PIB provides technical information regarding materials and methods of construction of your product that will allow our Regulatory Division to correctly determine testing needs, Packaging Division to make correct transit testing decisions as well as providing information for 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 or tabs. The first page/tab is an overview of the Vendor and the product. The second page/tab contains pointed questions regarding product exclusive information that is specific to the Vendor's product. The Company will provide the appropriate form to each Vendor. The PIB must be completed and returned to the Merchandising team by the date requested. A PO will NOT be written until the

Company has received the completed PIB.

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 approval from the Merchandising team before sending any samples.
- Do NOT send unsolicited samples.
- Clearly display the word “SAMPLE” on ALL packages.
- Include the actual value of the product on the Proforma Invoice.
- 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.

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.
- Shipments **over 60 kgs** and or carton dimensions greater than 60 cms x 60 cms
 - Ship using Air Freight Forwarder, Truck or by Ocean.
 - Contact our Global Transportation Department for approval.
 - For air freight shipments, shipping documents including the Invoice, packing list and BOL should be emailed to airdocuments@crateandbarrel.com.
 - For ocean / truck shipments, shipping documents including the Invoice, packing list and BOL should be emailed to importdocuments@crateandbarrel.com.

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 Merchandising team. If changes are made, you may be required to submit additional samples, testing, social audits, or other information prior to shipping the products.

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

To reduce damages during shipping, certain products must pass a transit test protocol using standards adopted by the International Safe Transit Association (ISTA). See the Packaging Guidelines in Section 5 for specific testing requirements. Test protocols are based on the size and weight of the carton and the type of delivery method, and must be performed by an ISTA Certified Laboratory. Pallets are not considered part of a product's packaging and will not be included in the transit test. Send transit test inquiries and test reports to packaging-group@crateandbarrel.com.

Vendors must ensure there is adequate time between transit testing and the ship date to ensure there are no delays. Discuss questions/concerns about timing with the Merchandising team.

Transit re-testing must be completed every **two** years and as required by the Company based on changes in packaging and/or observation of damage and adjustment rates and other factors.

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:

- Labeling – must meet labeling requirements set forth in this Guide.
- Packaging – must be consistent with the packaging that passed the product transit test, if applicable, or packaging approved by the Company.
- 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:

- 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.

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 \$500. 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.

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 as requested by the Merchandising team (up to 10% of the total units ordered), 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 following guidelines.

Replacement Hardware Packaging

Package the replacement hardware as if it were shipped with the products. For example, if an item requires 4 nuts, 4 bolts, and 4 washers to assemble, include all of those components in a complete pack, and include a copy of the assembly instructions. Label each individual hardware packet with SKU number, Vendor name, and description.

Carton Labeling and Shipping Requirements for Hardware

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 pieces in the packet
2. Components of the hardware packet (screws, bolts, etc.)
3. Material of all parts (brass, steel, plastic, etc.)
4. FOB value of the hardware

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.

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.
 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 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 shared 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. 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:

- Finline Technologies
(800) 500-8687
support@finelinetech.com

Customer Service, Asia: Wendy Fok
+852 3590 6673
wfok@finelinetech.com.hk
- Nexgen Packaging
630-455-5500 (U.S. Orders)
+44 118 3030030 (Europe Orders)
+852 3551 2600 (Asia Orders)
crate.barrel@nexgenpkg.com
- Avery Dennison
Jessica Sánchez
Customer Service Rep
(442) 229-5600 Ext. 521

jessica.sanchez@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 	<p>Primarily used for ornaments, small gifts, some baskets, and other seasonal items.</p>
	<ul style="list-style-type: none"> ● SSN – Standard Label no Price ● 930 – CB2 Standard Label no Price 	<p>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.</p>
	<ul style="list-style-type: none"> ● KIM – Hangtag Label no Price ● 915 – CB2 Hangtag Label no Price 	<p>Hangtag Label is used for items where an adhesive label will not adhere.</p>
	<ul style="list-style-type: none"> ● CLR – Clear Label with no Price ● 950- CB2 Clear Label with no Price 	<p>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.</p>

ILLUSTRATION	LABEL TYPE CODE	DESCRIPTION
 <p>The illustration shows a wood label with the following text: 'Crate&Barrel NORTHBROOK, IL 60062', a barcode, '000-000', 'Item Description', and 'Made in Country'.</p>	<ul style="list-style-type: none"> • WSN – Wood Label no Price • 960- CB2 Wood Label no Price 	<p>Same size and dimension as the standard label, however this item is printed with permanent adhesive to adhere better to wooden products.</p>
 <p>The illustration shows a standard label with the following text: 'CB2 CHICAGO, IL 60642', a barcode, '000-000', 'Item Description', 'Made in Country', and 'SXX.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>

Product Barcode Label Placement

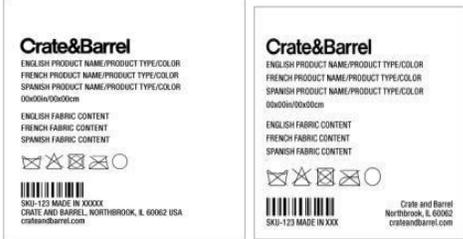
The barcode label must be applied to the item in such a way as to not distract from the appearance of the product. The location of the barcode label must be consistent on every unit of the same item (i.e. a shipment of 500 wine glasses must have the barcode label in the same location on each unit). Some 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 proofs does not limit or otherwise alter the Vendor's responsibility to supply compliant product, 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 may either be sewn-in or applied with an adhesive label. Size: 2.5” x 5” Stock: White Tyvek or white polyester to be sewn into product or white adhesive label. Inks: 100% Black</p>
	<p>Primarily used for pillows. Label is folded in the center. Size When Folded: 1.375” x 2.23” Stock: White Tyvek or white polyester to be sewn into product. Inks: 100% Black</p>
	<p>Used for most textile items. Label is folded in the center. Size When Folded: 1.375” x 2.125” Stock: White Tyvek or white polyester to be sewn into product. Inks: 100% Black</p>
	<p>Used for items where a sewn-in label cannot be used due to the construction of the textile item. Size: 2.125” x 2.125” or 2.625” x 2.625” Stock: White adhesive label Inks: 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., labeling 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](#)
 - [U.S. Guidance on Filling Material Terminology](#)
 - [Québec statute on stuffing and upholstered and stuffed articles](#)
- Stuffed Toy Licensing and Labeling (requires registration, disclosure of registration number and other relevant information required by certain Markets and local authorities)
- 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, and placement of materials within the package.

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.
- Do not reuse packaging materials.
- Ensure all products pass all applicable transit tests (currently in place for furniture items and large accessories that ship in a master pack quantity of one).
- Do not use plastic banding (unless absolutely necessary), and never use “metal banding”.

Section 6

Social Responsibility and Sustainability

The Company and the Otto Group, are committed to social responsibility and enhanced sustainability in the Company's operations, the products and services it offers to consumers, and the way it sources those products. 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 (by contractors, subcontractors, suppliers, or others) of the following in the manufacture of products sold to the Company:

- **Sandblasting**
- **Uzbek Cotton**
- **Fur** (other than clearly labeled artificial fur)
- **Leather**, except if it
 - Is a by-product of the food industry and have all hair, fleece and other fiber completely removed; 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 and by documentation that it is a by-product of the food industry if it is *from any animals other than cows, pigs, goats, sheep or lambs*.
- **Hides**, except if they
 - Are by-products of the food industry; and
 - Are cowhide, sheepskin, goatskin, or are deerskin 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 by documentation that it is a by-product of the food industry.
- **Feathers and Down**, except if they
 - Are by-products of the food industry, but *not* of foie gras production;
 - Are *not* live plucked and *not* from grey geese; and
 - If from any animals other than ducks, geese or chickens, 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 by documentation that it is a by-product of the food industry.
- **Mohair wool from angora goats and angora wool from angora rabbits**
- **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.
- **Fluorescent Tubes/Bulbs (also called low-energy bulbs)**

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 appealing product qualities. It is critical that that 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 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 and completeness 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. 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. All approved certifications are listed in the PIB's "Claim Substantiation" or "Certified Textiles & Reporting" 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 and meet 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 shipment.

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>
Natural Hemp	Product is made of 100% natural hemp and contains no artificial/synthetic ingredients or chemicals.
“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 of curbside recycling programs 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.
- 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 of Wild Fauna and Flora (CITES) is not allowed. To import wood species listed in Annex III of CITES, the product must be FSC-certified.
- 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) 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: (1) indicate on the PIB that a Made in USA claim applies; (2) if the Made in USA claim is qualified, indicate on the PIB which qualification applies (e.g., a content claim, such as “Made in USA of domestic and imported materials,” or a process claim, such as “Assembled in USA”); and (3) at the Company’s request, provide documentation supporting the claim.

Made in USA Definitions and Examples:

- **Unqualified “Made in USA” claims** and all similar claims, such as “Made in USA,” “Product of USA,” “Crafted in USA,” or “Made in Brooklyn,” require that **all, or virtually all, significant parts and processing** be of U.S. origin, meaning that all of the following are true:
 - The product contains no non-U.S. content or its non-U.S. content accounts for **5% or less** of its final wholesale value¹;
 - No non-U.S. content (parts or processing) is significant to the function of the product; and
 - The product’s final assembly or processing (its “last substantial transformation”²) took place in the U.S.
- **Qualified “Made in USA” CONTENT claims** that imply that the product contains significant U.S. material, such as “Made in USA of domestic and imported materials,” require that both:
 - The product’s last substantial transformation was in the U.S.; and
 - The product contains *significant* U.S. content, meaning that U.S. content accounts for 60% or more of the product’s final wholesale value.
- **Qualified “Made in USA” PROCESS claims** that only imply U.S.-based processes, such as “Assembled in USA,” “Made in USA from imported materials” or “Cut and sewn in USA”, require only that:
 - The product’s last substantial transformation was the one provided in the description (e.g., “Assembled,” “Made,” “Cut and sewn”) and was in the U.S.
- If the product does not meet the definition for an unqualified, qualified content, or qualified process “Made in USA” claim, the Vendor must:
 - Mark the product as **“Not Made in USA”**;
 - **Provide a country of origin**; and
 - Specify in the PIB if the product has some other kind of U.S.-based element, such as “Designed in USA” or “Framed 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

¹ “Final wholesale value” means the total cost of all manufacturing materials, direct manufacturing labor, and manufacturing overhead.

² “Last substantial transformation” means all materials have been substantially changed or merged into a new and different article.

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.

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

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.

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 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

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 Ryan Nguyen at rgnuyen@crateandbarrel.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 \(as defined by amfori BSCI\)](#), 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,
- 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.

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
- 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.

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.

Section 9 Shipping Guide

The Shipping Guide is now available in the document linked below. 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

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 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.

Import 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 (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
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)

Payment Request Contacts:**InforNexus Purchase Orders**

All product invoices must only be submitted through the Infor Nexus platform.

Non-InforNexus Import Purchase Orders:

All product invoices must only be submitted with the full set of documents emailed to: importdocuments@crateandbarrel.com.

All 089 Location Shipments:

All merchandise invoices must be emailed to: apmailbox@crateandbarrel.com.

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.
- 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.
- **Errors will delay the payment of your invoice.**

Payment Status Inquiries:

For payment status inquiries, please contact apmailbox@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.

Section Chargeback	Description	Expense Offset
Section 9 Late/Missing Advanced Ship Notice	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
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	Failure to meet shipping requirements (carton labeling, pallet specifications, container loading, etc.)	Greater of \$500 per DC where correction project is performed <u>or</u> actual project cost (\$64/hr + materials + disposal if applicable)
Sections 9 & 11 Submission of Import Shipping Documents	Late, incomplete, or inaccurate shipping documents (bill of lading, invoice, packing slip, etc.)	1 st Incident: \$100 2 nd Incident: \$250 3 rd Incident and up: \$500

Section Chargeback	Description	Expense Offset
Section 9 North American Shipping Requirements	Any deviations from our domestic routing instructions or use of unapproved carriers	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 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	\$99
Section 14 Furniture Shop Repairs	Furniture item needs repair due to packaging damage or product defect	Average cost to repair

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

If the Vendor provides products for retail sale, 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; Professional Liability (errors & omissions) with minimum limits of \$1,000,000; Cyber Liability, including coverage for privacy liability, cyber-related business interruption, website content liability, regulatory/PCI coverage, and cyber extortion coverage in an amount not less than \$5,000,000

Workers' Compensation/Employer's Liability

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

If the Vendor makes deliveries to the Company's premises or will otherwise operate a vehicle in connection with doing business with the Company, the Vendor must have 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.

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.

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 (“**Addendum**”), effective as of September 1, 2021 (“**Addendum Effective Date**”), amends all existing agreements between you (“**Service Provider**”) and Euromarket Designs, Inc. or Crate & Barrel Holdings, Inc. (“**Company**”), including the Vendor Operations Guide (collectively, the “**Agreement**”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. **Service Provider Obligations and Restrictions.**

Pursuant to the Agreement, Company provides to Service Provider certain information regarding individuals who have transacted or interacted with Company (“**Consumers**”). Service Provider may also collect information concerning such Consumers from Consumers directly or from other entities on Company’s behalf. This information (“**Company Personal Information**”) is disclosed by Company to Service Provider, or collected by Service Provider on Company’s behalf, only for limited and specified purposes. Service Provider will use Company Personal Information only pursuant to Company’s documented instructions as set forth in this Addendum and the Agreement. If Service Provider engages any other person or entity to assist it in processing Company Personal Information for a business purpose on behalf of Company, or if such other person or entity engages another person or entity to assist it in processing Company Personal Information for such business purpose (all such persons or entities, “**Sub-Processors**”), Service Provider shall notify Company of such engagement and give it the opportunity to object, and the engagement shall be pursuant to a written contract binding the Sub-Processor to observe all the requirements set for in this Addendum and the Agreement.

In addition to the terms of this Addendum and the Agreement, Service Provider will comply with, and ensure in writing that Sub-Processors comply with, applicable legal obligations when processing Company Personal Information, including but not limited to those required by Cal. Civ. Code Sec. 1798.100 - 1798.199, Va. Code Sec. 59.1-571 - 59.1-581, and Colo. Rev. Stats. Sec. 6-1-1301 – 6-1-1313 (together, the “**Data Protection Laws**”) and provide the same level of privacy and data protection to Company Personal Information as is required by such laws. Company may take reasonable and appropriate steps to ensure that Service Provider and any of its Sub-Processors use Company Personal Information in a manner consistent with Company’s legal obligations, and may, upon notice, take reasonable and appropriate steps to stop and remediate unauthorized use of Customer Personal Information. Service Provider shall notify Company if it determines that it can no longer meet its legal obligations, including but not limited to those under the Data Protection Laws.

If applicable laws require Service Provider or Sub-Processor to process or use Company Personal Information for another purpose, either now or at any future time, Service Provider or the Sub-Processor will notify Company of that required process or use in writing without undue delay.

Service Provider will not, and will ensure that its personnel and Sub-Processors will not:

(a) retain, use or disclose Company Personal Information outside of the direct business relationship between Service Provider and Company or for any purpose other than for the specific purpose of performing the services specified in the Agreement unless doing so is specifically authorized by this Addendum or otherwise required by applicable law or is necessary to: (i) detect data security incidents; (ii) protect against fraudulent or illegal activity; or (iii) retain and employ a Sub-Processor in accordance with the Agreement and this Addendum;

(b) sell or share (as defined below) Company Personal Information;

(c) combine Company Personal Information with personal Information that it receives from or on behalf of another person or which it collects from its own interaction with a Consumer; or

(d) if processing personal information for advertising or marketing, combine Company Personal Information of opted-out Consumers with personal information that Service Provider receives from or on behalf of another person or persons or collects from its own interaction with Consumers.

For purposes of this Addendum and the Agreement: “sell” or “selling” means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a Consumer's personal information by Service Provider to a third party for monetary or other valuable consideration; and “share” or “sharing” means sharing, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a Consumer's personal information to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration, including transactions between Service Provider and a third party for cross-context behavioral advertising for the benefit of Company or Service Provider in which no money is exchanged.

2. Service Provider Certification.

Service Provider hereby certifies that it understands and will comply with the restrictions outlined in Section 1.

3. Deidentified Information.

To the extent that any anonymized, tokenized, masked, hashed or otherwise de-identified personal information (“**Deidentified Personal Information**”) is included in the Company Personal Information, Service Provider represents and undertakes as follows:

- (a) Service Provider shall not make any attempts to re-identify the Deidentified Personal Information;
- (b) Service Provider has implemented and will maintain technical safeguards that prohibit re-identification of Deidentified Personal Information; and
- (c) Service Provider has implemented and will maintain business processes that specifically prohibit re-identification and prevent inadvertent release of Deidentified Personal Information.

4. Consumer Requests.

To the extent Service Provider is legally permitted to do so, Service Provider shall take commercially reasonable steps to assist Company, and shall ensure that Sub-Processors take such steps, in responding to any Consumer rights requests received under applicable laws, rules or regulations governing data privacy or data protection, including, without limitation, the Data Protection Laws, in connection with the processing of the Company Personal Information. More specifically this means, without limitation, that:

- (a) If Service Provider receives a request from Company to provide access to the Company Personal Information of one or more Consumers, which is processed or maintained by Service Provider, then, to the extent Service Provider is able to verify the identity of such Consumer based on information provided by Company, Service Provider will, without undue delay and where feasible within 30 days, provide Company with access to such information using a mutually acceptable format or mechanism. The information will be provided in a commonly used and machine readable format which may be securely saved or downloaded by the Company.
- (b) If Service Provider receives a request from Company to correct, return, or delete the Company Personal Information of one or more Consumers, which is processed by Service Provider, then, to the extent Service Provider is able to verify the identity of such Consumer based on information provided by Company, and unless deletion is prohibited or retention is explicitly permitted under Data Protection Laws, Service Provider will, without undue delay and where feasible within 30 days, at Company’s election:

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- (i) correct, return, delete, or de-identify, as defined by Cal. Civil Code Sec. 1798.140(m), all copies of Company Personal Information;
 - (ii) direct any Sub-Processors or other persons or entities who may have received or accessed such Company Personal Information from or through the Service Provider to correct, return, delete, or de-identify the Company Personal Information; and
 - (iii) confirm to Company in writing that such correction, return, deletion, or de-identification has been completed.
- (c) If Service Provider receives a request from Company to limit the use or disclosure of Sensitive Company Personal Information (as defined by applicable law, including but not limited to Cal. Civ. Code Sec. 1798.140, Va. Code Sec. 59.1-571, and Colo. Rev. Stats. Sec. 6-1-1303) of one or more Consumers, which is processed or maintained by Service Provider, then, to the extent Service Provider is able to verify the identity of such Consumer based on information provided by Company, Service Provider will, without undue delay and no later than 5 business days after the request, limit the use or disclosure of that information to the purposes specified by Company and cease using or disclosing that information for any other purpose.
- (d) Service Provider shall apply to any Company Personal Information retained by it the security and privacy obligations and use restrictions in this Addendum and in the Agreement and shall use the information only as necessary and proportionate for the operational purposes for which it was collected or retained.
- (e) If Service Provider receives a request from a Consumer to exercise any of the rights provided to the Consumer under applicable Data Protection Laws, as they apply to Company Personal Information, then Service Provider will, without undue delay and where feasible within 30 days, respond to the Consumer with a response that will include: (i) an explanation that Service Provider received the request but may not answer directly as this is prohibited by Company; (ii) a statement directing the Consumer to submit the request directly to Company; and (iii) Company's contact information. To the extent Service Provider is legally required to provide a different response, Service Provider, to the extent permitted by such applicable law, will inform Company of that legal requirement before it responds to the request.

Any request made by Company under this Section that is not made in writing shall be confirmed in writing and the date of the confirmation will be deemed the date the request was received.

5. Data Protections.

Service Provider has implemented and will maintain appropriate and reasonable technical, administrative, physical, and organizational measures, consistent with industry standards, to ensure a level of security commensurate with the risk posed to the Company Personal Information and to prevent and guard against the unauthorized, inadvertent or negligent access, disclosure, destruction, loss, processing, damage or alteration of the Company Personal Information.

Service Provider shall ensure that all its personnel and all the personnel of its Sub-Processors who process Company Personal Information are subject to a duty of confidentiality with respect to that information. Service Provider shall provide, and shall ensure that its Sub-Processors provide, at least the same level of data protection as is required by this Addendum and the Agreement and all applicable laws and regulations, provided however that Service Provider will remain solely responsible for compliance with this Addendum. Service Provider shall notify Company if it makes a determination that it can no longer meet this obligation. At Company's direction, Service Provider shall ensure the deletion or return to Company by Service Provider and its Sub-Processors all Company Personal Information at the end of their provision of services, unless retention of the information is required by law.

If Service Provider becomes aware of a breach of the security, confidentiality, integrity, or availability of Customer Personal Information or the computer system on which such information is stored or transmitted, it shall notify Company without undue delay and in no circumstances later than 48 hours after becoming aware of the breach. In the event of a data breach involving Company Personal Information processed by Service Provider or its Sub-Processor requiring notification of affected persons and/or government agencies and/or other entities, Service Provider will assist Company with complying with any notification requirements.

Any additional security requirements in the Agreement remain in effect.

6. Audits and Assessments.

Service Provider will allow Company and/or Company's authorized representatives to conduct audits, assessments, or inspections to ensure compliance with the terms of the Agreement, this Addendum, and the applicable Data Protection Laws, and, upon the

reasonable request of Company, will make available to Company all information in its possession necessary to demonstrate Company's compliance with the obligations of applicable laws and regulations.

7. No Amendment, Order of Precedence.

Nothing in this Addendum reduces the Service Provider's obligations under the Agreement with respect to the protection of Company Personal Information or permits Service Provider to process (or permit the processing of) Company Personal Information in a manner that is prohibited by the Agreement. With regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties, including the Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this Addendum, the provisions of this Addendum shall prevail.

8. Severability.

Should any provision of this Addendum be deemed invalid or unenforceable, then the remainder of this Addendum 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 this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.