Potpourri Group, Inc.
Routing Guide Domestic
Shipments
Updated February 2025

Potpourri Group, Inc. - Corporate Office

Potpourri Group, Inc. Corporate Office Building 101 Billerica Ave. Bldg. 2 North Billerica, MA 01862 USA

<u>Potpourri Group, Inc. – Distribution Center</u>

Potpourri Group, Inc. Distribution Center 3 Distribution Center Circle Littleton, MA 01460 USA

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Potpourri Group Inc. Routing Guide Key Points

Individual Product Packaging and Labeling

Each individual product must be in a sealed box, clam shell, or sealed polybag. Each individual item must be labeled with the PGI item number (sku) and barcode (format 128) as indicated on the purchase order. Items with sizes and colors must have the color and or size preceding the item number. All products require 128 barcode label with the PGI item number on each product. Labels must be printed on our website http://vendors.potpourrigroup.com/. More details on page 14 in our routing guide.

Master Carton Packaging

All master cartons require a 4" x 6" label as shown on page 16. The labels are unique and must be printed on our website http://vendors.potpourrigroup.com/. The lead carton must include a copy of the packing list stacked on pallet with packing list facing out. Please avoid mixed cartons. If a carton is mixed, bulk polybags are required by item number. Each bulk polybag also requires a master carton label with item number and quantity. Cartons must not exceed 50 lbs. actual weight (maximum master carton size - 24"L x 24"W x 21"H). All multiple carton shipments must be sequentially labeled as such: 1 of 4, 2 of 4. More details on page 15 and 16 in our routing guide.

Methods of Shipping

A: For shipments to Littleton, MA between 1-200 lbs. actual or dimensional weight please ship via FedEx Ground Collect, no account number is needed. The shipping charges will be invoiced directly to Potpourri Group. See page 5 for additional information on how to ship by FedEx.

B: For shipments that weigh over 5000 lbs or occupy more than 9 pallet spaces or 750 cubic feet – Call Transportation Insight at 828-485-5222 for routing instructions or email potpourrigroup@t-insight.com.

C: For shipments to Littleton, MA between 201-4999 lbs. actual or dimensional weight and are less than 9 pallets spaces or 750 cubic feet please see page 10 of our routing guide for carrier information. Pallet height should not exceed 68".

If the carrier does not service you direct, please call Transportation Insight at 828-485-5222 for routing assistance.

Locations

Refer to your purchase order to clarify the ship to address, Samples and invoices should be sent to our corporate office in North Billerica, MA. Potpourri Group Inc. – Corporate Office (Samples/Invoices) 101 Billerica Ave. Bldg. 2 North Billerica, MA 01862

Potpourri Group, Inc. Distribution Center 3 Distribution Center Circle Littleton, MA 01460 USA

Purchase Order Guidelines

All merchandise must be delivered in house by the Date required on the purchase order. The date required and costs are binding, unless revisions are communicated and authorized. Acknowledgment that the po has been received is required within 48 hours. Failure to communicate late delivery information will result in a 3% deduction for each week beyond the date required. More details on page 11 of our routing guide.

Routing Instructions

Please refer to your purchase order to clarify the ship to address.

Potpourri Group, Inc. Distribution Center 3 Distribution Center Circle Littleton, MA 01460 USA

This advisory is for merchandise orders only. As always, samples and correspondence should be sent to the offices in North Billerica, MA.

These instructions supersede all previous shipping instructions and must be followed in order for Potpourri Group, Inc. to pay shipping charges. Potpourri will not be held responsible for freight charges resulted by shipping alternative methods.

Littleton, MA Location

For shipments 1 to 200 lbs. actual or dimensional weight - Ship via FedEx Ground Collect, no account number is needed. To calculate dimensional weight http://www.fedex.com/be/tools/dimweight.html

Package requirements:

50 lbs. maximum actual weight per package Maximum master carton size - 24"L x 24"W x 21"H

All inbound shipments to Potpourri Group, Inc. should ship via FedEx Ground Collect. Shipping charges will be invoiced directly to Potpourri Group. This applies to individual shipments with a weight up to 50 lbs. and multiple carton shipments that have a total actual or dimensional weight of 200 lbs. or less. See pages 5-9 for additional information on FedEx. Any shipments requiring expedited service must be authorized by a Potpourri Group, Inc. Control Buyer.

When filing out the shipping label, please be sure to enter Potpourri's purchase order number, in the billing details section. The field "Your reference" is where to enter the purchase order number.

For shipments that weigh between 201 lbs. and 4,999 lbs actual or dimensional weight. - See Freight Shipping Table page 10.

*PGI is not responsible for goods damaged during shipping.

Air Freight when authorized by a Potpourri call Transportation Insight at 828-485-5222.

FedEx Information

Account Setup Shippers will need your own FedEx shipper account to print shipping labels and to schedule a FedEx pickup. Setting up a FedEx account is free. If you do not have an account number, go to fedex.com or call 1-800-463-3339 to set one up. Pickup fees are the responsibility of the shipper.

Shipping Labels Create the shipping labels online, at fedex.com. Select the ship tab, and then prepare shipment. In the package and shipment details section 3, select FedEx Ground as the service type, select the number of packages. Choose Collect in the billing details section 4, also enter the purchase order number in the "Your reference" field.

When shipping Collect there is no Potpourri account number needed. When FedEx delivers the Collect shipments, the driver scans the barcode label and Potpourri is billed from that process.

How to Schedule a pickup If you do not have a regularly scheduled FedEx ground pickup, a pickup needs to be scheduled one day in advance. The most cost efficient method to schedule a pickup is online at fedex.com. A pickup may also be scheduled with FedEx customer service 1-800-463-3339

To avoid pickup fees that will be not be paid by Potpourri, drop off your shipment at a FedEx drop-off location. When dropping off packages, shipping labels must already be printed and attached to the cartons. FedEx stores cannot print shipping labels for Collect packages. Find the nearest location at fedex.com or by calling 1-800-463-3339.

<u>Customer Support</u> If you need support, please contact the FedEx activation desk at 1-866-883-9290 Mon-Fri., 8 am. To 5 pm. CST. Or after hours support, contact FedEx support at 1-800-463-3339 or fedex.com.

FedEx Ship Manager® at fedex.com Quick Guide to FedEx Ground® COLLECT Option

To ship with FedEx Ship Manager at fedex.com, you will need Internet access, an inkjet or laser printer, and your FedEx account number. If you do not have an account number, call 1.800.GoFedEx 1.800.463.3339 to set one up.

Go to fedex.com, hover over the "Ship" tab and select. "Prepare Shipment." Enter your user ID and password and click "Login." Now you are ready to ship.

1. From

Verify the sender information is correct

2. To

Enter the recipient information. If you will be shipping to this address again, check the "Save new recipient in address book" box for faster access in the future. Select "Perform detailed address check" to avoid incurring address correction fees.

3. Package & Shipment Details

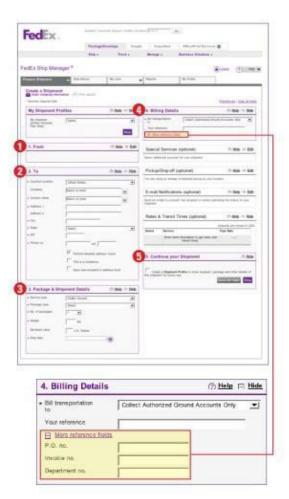
Select FedEx Ground® as the service type; then select the package type you will be using for your shipment.

4. Billing Details

- Select "Collect Authorized Ground Accounts Only" in the "Bill transportation to" field. Only use the COLLECT option when instructed by the recipient.
- You are not required to enter a FedEx account number for FedEx Ground COLLECT shipments.
- If applicable, enter your required reference information in the "Your reference" field, and if additional reference fields are required, click "More reference fields."
- You may also select optional services, such as: find a drop-off location, schedule a pickup, receive an e-mail notification, or find estimated rates and transit times.

5. Complete Shipment

Check whether or not you want to save the changes to your shipment profile or add the new contact to your shipment profiles, and click "Ship." At the next screen, confirm your shipment details, and click "Ship."



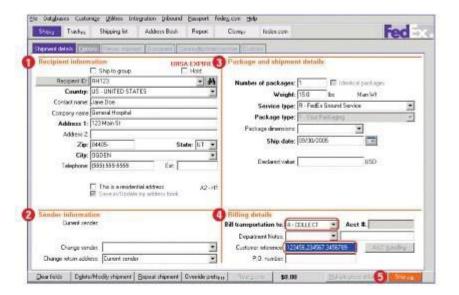
For questions about using FedEx Ship Manager at fedex.com, call FedEx Technical Support at 1.877.339.2774.



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FedEx Ship Manager® Hardware or Software Quick Guide to FedEx Ground® COLLECT Option

Follow this simple process with FedEx Ship Manager hardware or software (also known as FedEx Café) for shipments using the FedEx Ground COLLECT option.



1. Recipient information

Complete the recipient information. If you will be shipping to this address again, click "Save In/Update my address book" for faster access in the future.

2. Sender information

Confirm the sender information, or change if necessary.

3. Package and shipment details

Select FedEx Ground® as the service type; then select the package type you will be using for your shipment.

4. Billing details

- Select "COLLECT" in the drop-down menu: Only use the COLLECT option when instructed by the recipient.
- You are not required to enter a FedEx account number for FedEx Ground COLLECT shipments.
- If required, enter reference or purchase order numbers in the appropriate fields.

5. Ship

Click "Ship." Print your shipping label, and affix it to your shipment.

For questions about FedEx Ship Manager hardware or software, call FedEx Technical Support at 1.877.339.2774.



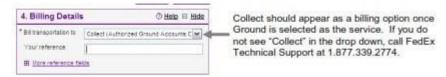
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FEDEX GROUND COLLECT®

Frequently Asked Questions

Q. What do I need to ship via FedEx Ground COLLECT?

A. There are no special requirements when shipping FedEx Ground COLLECT. All you need is your FedEx shipping account number and shipping technology, such as FedEx Ship Manager® at fedex.com. Your shipper account number is required for pickup and routing purposes, but will not be billed for regular transportation charges. You do not need your customer's account number as long as COLLECT is selected as the billing option. The recipient's location will be billed from the bar code on the shipping label.



Q. What if I don't have a FedEx Shipper account number, how do I get one?

A. If you do not currently have a FedEx account number, contact FedEx Customer Service at 1.800.Go.FedEx 1.800.463.3339 or go to fedex.com.

Q. If my customer's account number is not required, how is billing a FedEx Ground COLLECT shipment handled?

A. FedEx Ground COLLECT receiving locations have a FedEx Ground placard with their account information embedded into the barcode label. When the FedEx Ground driver delivers the COLLECT shipment to your customer, the driver scans the placard to obtain the billing information.

Q. Can I send a FedEx Ground COLLECT package to any recipient?

A. No. The recipient must be set up with a FedEx Ground Collect Placard and have requested FedEx Ground COLLECT service. The recipient may refuse or bill back the shipment if the shipper was not instructed to ship COLLECT to them, or the recipient is not set up as a FedEx Ground COLLECT recipient.

Q. Do I need a FedEx Ground COLLECT sticker for my package?

A. No. All you need is a shipping label generated with an automated shipping system.

Q. My customer has requested I provide information in the "reference line". How do I do that?

A. The FedEx Ground COLLECT shipping label must be created using an automated shipping platform such as FedEx Ship Manager at fedex.com, FedEx Ship Manager Hardware or software, or your own automated shipping platform. Reference information is entered in the Billing section.



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Q. Can I monitor a FedEx Ground COLLECT shipment via FedEx InSight®?

A. Yes. FedEx InSight enables the shipper to monitor the near real-time status of FedEx Ground COLLECT shipments and automatically notifies you and others of events that affect your shipments.

Q. How does the pickup fee work?

A. The pickup fee is considered a FedEx Ground assessorial fee and is the responsibility of the shipper. There are two types of pickup fees:

- On-Call Pickup fee applies when you request a FedEx Ground pickup.
- Weekly Pickup fee is billed to the account number associated with the regular scheduled pickup and is
 determined using that account number's previously invoiced combined weekly FedEx Express®, FedEx
 Ground and FedEx SmartPost® charges. Account numbers assessed the weekly pickup fee do not pay
 on-call pickup charges.

Pickup Service	Description	FedEx Ground Pickup Fee
On-Call Pickup*	Future Day - Requested via electronic shipping solutions	\$3.00 per package
	Future Day - Requested via FedEx Customer Service (1.800.GoFedEx 1.800.463.3339)	\$4.00 per package
Weekly Pickup Fee/Service Charge	Previously invoiced total weekly FedEx Ground, FedEx Express and FedEx SmartPost shipping charges of \$75 or more	\$11.00 per week
	Previously invoiced total weekly FedEx Ground, FedEx Express and FedEx SmartPost shipping charges of less than \$75	\$22.00 per week

^{*} FedEx Ground same-day pickup is available in select locations only for an additional charge of \$1. Call 1.800.GoFedEx 1.463.3339 to determine if FedEx Ground same-day pickup is available in your area.

A complete listing of all accessorial fees can be found at fedex.com.

Eliminate Pickup Fees by dropping your packages off at a staffed FedEx facility, including most FedEx Office locations. To find the nearest drop off location, go to **fedex.com** or call 1.800.GoFedEx 1.800.463.3339.

Q. I don't need a regular scheduled FedEx Ground pickup. How do I arrange for a pickup as needed?

A. FedEx Ground pickups can be scheduled for the next business day, or same-day in select markets. Simply go to fedex.com or call 1.800.GoFedEx 1.800.463.3339.

Q. I ship via FedEx Ground regularly and would like to have a regular pickup. How do I schedule one?

A. If you have regular FedEx Ground shipments, you may qualify for a daily pickup. Your FedEx account executive can assist you in setting up a regular scheduled pickup. Or you can call 1.800.GoFedEx 1.800.463.3339.

REV 01.2013

EFFECTIVE 2-2025 POTPOURRI GROUP - LITTLETON, MA FREIGHT ROUTING INSTRUCTIONS

Each individual product must be in a sealed box or polybag, labeled with the PGI item number (sku) and 128 barcode. See page 14 for more information. All master cartons require 4" x 6" labels see page 16. The lead carton must include a copy of the packing list attached to the outside of the carton. See page 15 and 16 for more information. Please avoid mixed cartons. If a carton is mixed, use bulk polybags to separate each color/ size. Carton labels must be printed on our website.

A: For shipments between 1-200 lbs. actual or dimensional weight, please ship via FedEx Ground Collect.

B: For shipments that weigh over 5000 lbs. or occupy more than 9 pallet spaces or 750 cubic feet - Call Transportation Insight at 828-485-5222 or email potpourrigroup@t-insight.com for specific routing instructions.

C: For shipments between 201-4999 lbs. actual or dimensional weight and are under 9 pallets spaces or 750 cubic feet...shipping to Littleton, MA please find the state you are shipping from and use the appropriate carrier. Pallet height should not exceed 68". Please maximize cube dimension.

If the carrier does not service you direct, please call Transportation Insight at 828-485-5222 for routing assistance.

*IF YOU ARE REQUIRED TO SHIP AIR FREIGHT PLEASE CONTACT 828-485-5222.

STATE	CARRIER	STATE	CARRIER
ALABAMA	OLD DOMINION	NEBRASKA	OLD DOMINION
ARIZONA	OLD DOMINION	NEVADA	OLD DOMINION
ARKANSAS	OLD DOMINION	NEW HAMPSHIRE	ESTES FREIGHT
S. CALIFORNIA	OLD DOMINION	NEW JERSEY	FEDEX FREIGHT
N. CALIFORNIA	OLD DOMINION OLD DOMINION	NEW MEXICO	OLD DOMINION
COLORADO	OLD DOMINION OLD DOMINION	NEW YORK	ESTES FREIGHT
CONNECTICUT	ESTES FREIGHT	NO. CAROLINA	OLD DOMINION
DELAWARE	ESTES FREIGHT	NO. DAKOTA	OLD DOMINION
DC	ESTES FREIGHT	OHIO	ESTES FREIGHT
FLORIDA	OLD DOMINION	OKLAHOMA	OLD DOMINION
GEORGIA	OLD DOMINION	OREGON	OLD DOMINION
IDAHO	OLD DOMINION	E.PENNSYLVANIA	ESTES FREIGHT
ILLINOIS	OLD DOMINION	W.PENNSYLVANIA	ESTES FREIGHT
INDIANA	OLD DOMINION	RHODE ISLAND	ESTES FREIGHT
IOWA	OLD DOMINION	SO. CAROLINA	OLD DOMINION
KANSAS	OLD DOMINION	SO. DAKOTA	OLD DOMINION
KENTUCKY	OLD DOMINION	TENNESSEE	OLD DOMINION
LOUISIANA	OLD DOMINION	TEXAS	OLD DOMINION
MAINE	ESTES FREIGHT	UTAH	OLD DOMINION
MARYLAND	ESTES FREIGHT	VERMONT	ESTES FREIGHT
MASSACHUSETTS	FEDEX FREIGHT	VIRGINIA	ESTES FREIGHT
MICHIGAN	OLD DOMINION	WASHINGTON	OLD DOMINION
MINNESOTA	OLD DOMINION	WEST VIRGINIA	FEDEX FREGIHT
MISSISSIPPI	OLD DOMINION	WISCONSIN	OLD DOMINION
MISSOURI	OLD DOMINION	WYOMING	OLD DOMINION
MONTANA	OLD DOMINION		
		CANADA	OLD DOMINION

CARRIERS PHONE NUMBERS

FedEx <u>- www.fedex.com</u> - 800-463-3339

ESTES FREIGHT- www.estes-express.com - 866-378-3748

OLD DOMINION - www.odfl.com - 800-235-5569

Delivery Appointments required for all PGI Littleton shipments email RecAppt@potpourrigroup.com

Purchase Order Guidelines

- *All merchandise must be delivered in-house by DATE REQUIRED on P.O. Any delivery extensions must be requested by email. Approval will be communicated via return email if accepted.
- *Failure to communicate late delivery information within the first week of P.O. acceptance will result in a 3% deduction for the value of the late merchandise for each week beyond the requested ship date.
- *Purchase Order information on delivery dates and prices are binding, unless communicated and authorized via email.
- *Purchase Orders must be acknowledged within 48 hours by return email.
- *Purchase Orders will be emailed.
- * Partial shipments must be approved by the Control Buying Department. If partial shipments are made please invoice only for the quantity shipped.
- *Backorders are NOT to be cancelled unless authorized by the purchasing department.
- *No substitutions of style or color will be accepted without prior authorization from the buying office.
- *Purchase Order acceptance is binding, per instructions on back of P.O. hard copy.
- *All duplicate shipments will require a Call Tag at the expense of the vendor. PGI is not responsible for duplicate shipments. A deduction for shipping will be taken off the invoice for vendors who do not provide a call tag or other method to return product.

Invoicing Instructions

- *Purchase Order numbers are required on all shipping documents and invoices. (Otherwise a charge back will result)
- *Send all merchandise invoices to:

Potpourri Group, Inc. Attn: Accounts Payable 101 Billerica Ave. Bldg. 2 North Billerica, MA 01862

- *Do not send invoices to buyer's attention. Failure to comply will slow accounts payable procedures. Only invoice for the quantity that is included in the shipment.
- *Potpourri Group, Inc. item number must appear on the itemized invoice, along with the manufacture style number, <u>quantity shipped</u> and description of shipment. (Otherwise a charge back will result)
- *All discounts must be reflected on the individual line item on the invoice as per original binding Purchase Order.
- *Invoices will be paid from receipt of goods, <u>NOT</u> date on invoice.
- *All damaged are deducted from original invoice & replacements should be reinvoiced.*Non-compliance with the above instructions will result in a charge back.

Quality Control

- *Potpourri Group, Inc. quality inspects 100% of all merchandise.
- *NO merchandise of poor or inferior quality will be accepted.
- *NO assortment styles will be accepted.
- *All failed quality inspected items will be deducted from the invoice and the vendor will be notified.
- *All products requiring additional labor (without agreement) will be subject to a minimum fee for the first hour, and a fee for each additional hour as noted in our charge back schedule.
- *Due to the cost of processing paperwork and shipping, all merchandise failing our quality inspection under the dollar value of \$50.00 cost WILL NOT be returned. Product totaling over the dollar value of \$50.00 will be returned at vendor's request. Please note on invoices if a return authorization is required when returning product.
- *Only invoice for actual quantities shipped.
- *The following guidelines are required when shipping the products listed below.

Jewelry should be labeled stating if it is hypoallergenic. Watches must have written warranties and clear instructions for changing the battery. To increase battery life of watches, all stems must be pulled to deactivate the time function.

Apparel must have sewn in labels showing all information required by law such as care, fabric content, country of origin, and size. All apparel is to be shipped to us flat in individual polybags without hangers unless otherwise requested. Sizes and styles must be segregated in individual master cartons. If a mixed carton is necessary a bulk polybag is required by item number.

Electrical items must be UL approved and stated on each item. All lamps must have written instructions to specify wattage limitations. Operating instructions or directions are to be included for all items requiring them, such as radios, games, or items needing some type of assembly.

Food items must be sealed and have all information required by law including ingredients and nutritional information listed on the package. The expiration date or fresh date must be clearly marked on each individual item.

Furniture pieces must be packaged to insure that the package can withstand shipping to its final destination, our customer. Sufficient packaging around all surfaces is required. Furniture intended for decorative use only must include documentation stating this fact. If required include assembly instructions.

Lamps are to be packaged in the same cartons as the shades whenever possible. When packed together, they should be packed so that they will not be damaged in shipping. If lamps and shades must be packaged in two cartons, written approval must be received from the buyer.

Quality Control

Toys that are packaged in plastic bags must have a "disposal of bag" warning printed on the bag, or a sticker with the warning must be attached to the bag. All toys should be marked with proper age requirement. ** SEE WARNING STATEMENTS BELOW **

Instructions are to be included with any item that requires batteries or assembly of any kind. All instruction must be reviewed by you, the vendor, to insure that they are clear and easily followed by the customer.

*Non-compliance with the above will result in a charge back.

A) For toys/games containing small parts, the following warning is required:

/!\ WARNING

CHOKING HAZARD—This toy(or game) contains small parts. Not for children under 3 years.

B) For toys/games containing small balls the following warning is required:

<u>∕!\</u> WARNING

CHOKING HAZARD—This toy(or game) contains small balls. Not for children under 3 years.

C) For toys/games containing marbles the following warning is required:

<u>∕!\</u> WARNING

CHOKING HAZARD—This toy(or game) contains marbles.

Not for children under 3 years.

***Note: In case a toy (or game) contains 2 or 3 hazards 1 warning will be sufficient provided it specifies the hazards.

D) Example: (When a toy contains small parts and small balls):

/!\ WARNING

CHOKING HAZARD—This toy(or game) contains small parts and small balls. Not for children under 3 years.

E) For toys/games containing balloons the following warning is required:

/!\ WARNING

CHOKING HAZARD—Children under 8 years can choke or suffocate on uninflated or broken balloons. Adult supervision is required.

Keep uninflated balloons away from children. Discard broken balloons at once.

Individual Product Packaging and Labeling

Each individual product must have the PGI item number (sku) and 128 barcode (see example A) on the outside bottom left of the item box (small side) or polybag in at least 3/8" letters or numbers, as indicated on the purchase order. Items purchased in bulk must have the item number (sku)/128 barcode on the individual product itself bottom left side. Items with sizes, color, or styles, must have the item size, color, or style preceding the item number on the 128 barcode and worked into the 128 barcode (Ex: N60029 S for small). To create labels with the PGI item number and barcodes, go to http://vendors.potpourrigroup.com/ select print labels.

Example A



Barcode example with color and size



(N4589 is the base item number, BL stands for the color Blue, S is the size Small)

Individual Product Packaging and Labeling

All item number/barcode labels will be placed on the bottom left corner of the individual item's polybag or box (small side), unless otherwise dictated by the size and shape of the individual product. Do not cover any product information with the 128 barcode/UPC label. Whenever possible please consider designing your package to provide a space for the 128 barcode/upc label that does not interfere with the visual presentation of the product or important warnings or instructions.

All PGI items should be inner packed in polybag or plain mailer box. Instructions will be given with the placement of the initial order and should be followed for subsequent shipments unless officially changed by PGI in writing. Color or a printed picture box should <u>not</u> be used unless specifically requested or authorized by PGI.

Manufacturer's suggested retail prices cannot be attached to products shipped to Potpourri.

For Young Explorers Toy Labeling – use Appendix D (on page 26).

Master Carton Packaging

Each vendor is responsible for quality of shipping. This includes utilizing a high quality of packaging (carton, tape and dunnage) to adequately protect the product. Cartons must not exceed 50 lbs. actual weight. Do not use strapping on the outside of the master carton. Maximum master carton size - 24"L x 24"W x 21"H.

PGI requires that 1 copy of the shipments packing list attached to the outside of the lead carton facing outward.

All merchandise is to be packed in conveyable cartons, unless otherwise directed by PGI. Please follow these carton size requirements:

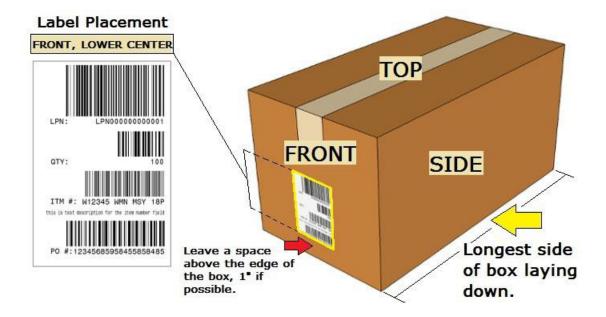
Minimum Size	Maximum Size
Length 10 inches\25 cm	24 inches\61 cm
Width 6 inches\15 cm	24 inches\61 cm
Height 2.5 inches\6 cm	21 inches\53 cm
Weight 5 pounds\2.3 kg	50 pounds\22.68 kg
	•

We request that all master cartons only contain one item number, one color/size. If you are unable to avoid a mixed carton, each item must be separated into a bulk polybag that is sealed.

All master cartons and individually boxed products will be required to pass a standard free fall drop test.

Master Carton Labeling

- 1) PGI Distribution Center requires one 4"x6" size Code 128 barcode label on every carton as shown below. This label is unique to Potpourri Group, it consists of 4 individual barcodes as well as an item description (listed below from top to bottom). To create these barcodes go to http://vendors.potpourrigroup.com/. The tab titled "Print Labels" has easy instructions on how to create the labels and where to purchase labels.
- a. LPN Number (license plate number system generated)
- b. Quantity (total number of units within the carton)
- c. Item Number (PGI Item Number-include color and size)
- d. Item Description (no barcode for description)
- e. PO Number (Purchase order number of the goods within the carton)
- 2) A sample of what this label looks like as well as the correct application is shown below. Enter a purchase order number and a list of item numbers attached to that order can be selected.
- a. If possible, the label must be placed in the LOWER CENTER on the front of the case no less than 1" from the edges. The box must lay down on its longest side regardless of where it is taped.
 b. All multiple carton shipments must be sequentially labeled below the case label:
 1 of 4, 2 of 4, 3 of 4, 4 of 4



- 3) To ensure that your labels arrive at our Distribution Center in a scanning condition the correct combination of paper, ink and adhesive is necessary. Please ensure that you are utilizing high quality products to ensure that the cartons arrive with barcodes that can be scanned.
- 4) Please place only one case label on each carton. Other barcodes/UPC's must be removed, completely covered or completely defaced to ensure that the barcode/UPC will not scan. Do not cover the carton label with tape.

Mixed Cartons

5) If a carton has mixed items the outside carton label item number and description should be entered as mixed. The quantity is the total of all colors/sizes in the carton. Each color/size should be packed in a bulk polybag that is sealed. A carton label should be inside each bulk polybag with the item number and quantity. Do not use the adhesive on the carton labels in the bulk polybags.

Packing & Marking Instruction

- *Purchase Order number is required on all shipping documents and invoices.
- *Packing List must accompany shipment and must be attached to the outside of the lead master carton facing out. Please include a contact name and e-mail address for shipment questions.
- *Potpourri Group will NOT pay late charges on any non-complying invoices, regardless of the date of payment.
- *All quantities shipped by vendor must appear on invoices and packing list as each, not dozens or fractions of dozens. Invoices and packing list must match the quantity of product being shipped. Charge back will result if not in compliance.
- *Jewelry items must be individually bagged for protection and labeled with the item number. We no longer require jewelry to be bulk packed in groups of 25 units.
- *All items must be individually polybagged or boxed sealed with tape or adhesive and marked with Potpourri Group Item Number and 128 Barcode.
- *Vendors must supply individual re-shipper cartons for odd shaped and large items. Re-shipper cartons must be free of any vendor information, I.e name, address, etc..
- *Cartons must not exceed 50 lbs. actual weight per box.
- *Maximum master carton size 24"L x 24"W x 21"H.
- *Potpourri Group is not responsible for goods damaged in shipment.
- *Vendors are responsible for all shipping insurance charges.
- *Multiple Purchase Orders in a single carton will only be accepted if separated by bulk polybags. The outside carton label should be labeled mixed..
- *Multiple sizes may be in a single carton only if each piece is individually labeled and bagged and each color/size is bulk packed in a polybag. Bulk bags must be sealed, a carton label with the item number and quantity should be inside each bulk polybag. Do not use the adhesive on carton labels inside bulk polybags. The master carton label on the outside carton must be marked mixed at the item number and description, with the total carton quantity.
- *Multiple shipments of small cartons on the same day should be labeled and packed into a master carton to reduce shipping charges.
- *All samples must be shipped and invoiced separately. Do not ship samples with stock orders. Mark the outside of the samples box "samples" and send to Potpourri Group Inc. 101 Billerica Ave., North Billerica, MA 01862.
- *Potpourri Group will <u>NOT</u> accept any product with solicitation cards or information for vendor sale. If this cannot be accommodated approval of buyer must be obtained in writing.
- *All compact discs and cassettes must be packed in cushioned materials to prevent damage in transit.
- *Book vendors may consolidate P.O.'s for one title, but must label cartons, invoices and packing slips accordingly.
- *All large shipments must be on wooden pallets when shipped by freight carrier.
- *Non-compliance with the above instructions will result in a charge back.

Packing & Marking Instruction

Vendors are expected to provide packaging for each item to prevent damage during the receiving/inspection process and in outbound shipments to our customers. If the requirements are not followed, chargebacks may occur and in cases where damages occur, a return for credit will occur.

Polybag/Shrink-wrap is to be used on non-fragile items. These items include all soft goods such as clothing, rugs, pillows, afghans, etc. They also include books and may include small, lightweight items that will not easily break, scratch, or dent. Each item must be packed one per polybag, sealed with tape or heat-sealed. Each carton should contain one item number. Unless each item number is packed in a bulk polybag. Bags must be vented; each bag having a circumference of 24 inches must have the warning label below. All polybags used on toys must also have the warning.

This bag is not a toy. Warning: to avoid danger of suffocation, keep this bag away from all babies, children, and house pets. Do not use in cribs, beds, carriages, or play pens. Tear up bag before throwing away.

Boxed/Non-Fragile Items are those items that will require boxing for protection. These items can be packaged in a chipboard (gift type) box or thin corrugated cartons with a bursting strength of less than 200 LB per square inch (psi) or equivalent. The items should be packed to avoid movement of the merchandise within the box. Each box is to be sealed and the SKU number must be on the outside of the carton. The smallest box possible is recommended, dunnage should not be necessary.

Packaging for Fragile Items must be individually in cartons. These items should be packaged in cartons having bursting strength of 200 LB per square inch (psi) or equivalent with enough packing material to prevent damage. Surfaces and corners must be protected by Styrofoam, tissue paper, newsprint, bubble or foam wrap. Each box must be labeled with our SKU number.

Ship Alone Packaging may be requested on larger items, lamps, furniture and bulky items. It is important to package them well enough to allow us to reship them without repackaging the item. Cartons will have a minimum of 200 psi burst strength and for larger items it is recommended that 275 psi double wall corrugated be used. No paperwork such as packing lists or invoices should be packed inside. Surfaces and corners must be protected by Styrofoam, tissue paper, newsprint, bubble or foam wrap. Each box must be labeled with our SKU number.

Charge Back Schedule

Charge backs to our vendors may occur as a result of instructions in this guide not being followed properly. The charges listed below are based on the actual losses or costs to us if procedures outlined in this manual are not followed. They are not intended to be punitive. Potpourri Group, Inc. reserves the right to create charge backs if problems persist. Reasons for charge backs may include, but not limited to delays in processing freight, incomplete or illegible paperwork, improper packaging, using improper ship methods, quality issues, or late delivery. Following the instructions provided in this guide will reduce the chance of charge backs. If you are uncertain of what procedures are to be followed contact the Distribution Center Manager. The following is a scheduled of standard charge backs:

Routing Issues
Use of Unauthorized Carrier
Incorrect Classification Creating Excess Charges
Unauthorized Air Freight
Shipped to Incorrect Address
(Deduction from open invoice)

Delivery Issues
Late Delivery, Not Meeting P.O. Date
Note: All late shipments are to be shipped
express at vendor's expense.

Receiving Issues
Merchandise Not Ordered, No Open P.O.
Wrong/Incorrect Merchandise
Master Cartons Not Properly Sealed
Cartons Not Properly Marked
(No Purchase Order, No Quantity Listed on
Outside of Carton, No Vendor Name, No Packing List)

Quality Inspection
100% Inspection to Find Acceptable Merchandise

Packaging Problems
Reboxing or Bubble wrapping
Polybag
Seal Polybags
Failure to Label SKU and or description
Incorrect labeling of merchandise
Repair of Damaged Goods (variable charge)
Substitution Letters or Other Notification to Customers
Damage to Ship Alone Items

Charge
Excess Freight Charges
Excess Freight Charges
Entire Freight Bill
Entire Freight Bill + \$100HC

Charge 3% Invoice Per Wk

Charge \$200.00 + Freight \$200.00 + Freight \$200.00 \$200.00

Charge \$25.00 per hour with a Minimum charge of \$100.00 and a \$25.00 administrative fee per incident.

Charge \$25.00 per hour with minimum charge of \$100.00 and a \$25.00 administrative fee per incident plus supplies.

Return to Vendor

We purchase first quality merchandise and expect to be shipped a quality product that our customers have grown accustomed to. Returns to vendor will occur for any of the following reasons:

Customer Returns are checked in the Distribution Center. Merchandise will be returned to the vendor for credit if problems such as quality, size, or in some cases, damage in shipping due to insufficient packaging.

Over Shipment of merchandise or the shipment of items not ordered will be returned to the vendor. This will include any product that a vendor ships against a purchase order that has been mutually canceled.

Quality is expected to be up to our regular standards. Those shipments that do not meet our usual standards will be returned.

Packaging has been discussed previously in this guide. If merchandise is received without proper packaging, the shipment may be returned.

Taking merchandise credits on unpaid invoices is our policy for handling returns. If there are no outstanding invoices, the vendor will issue a check to Potpourri Group, Inc. for the amount of the credit within 30 days of receipt of the merchandise at the vendor's facility. Freight charges for all R.T.V. shipments as described above are the responsibility of the vendor and will be added to the merchandise credit, unless the vendor sends a call tag or utilizes third party freight billing. All vendors are required to provide a valid shipping address for Potpourri Group to return products.

Sample Guidelines

To ensure that all samples are promptly considered for catalog selection, we must ask you to strictly adhere to our sample procedures. Listed below are our stringent guidelines on sample shipments.

- 1.) All samples must be memo billed or net 90. We will return all samples not under catalog consideration for credit and pay the balance. Invoice must accompany sample shipment.
- 2.) All samples must be INDIVIDUALLY STRING TAGGED with:
 - a. Company name.
 - b. Individual item number This number must denote style number, color, type, etc.
 - c. Unit cost: net discounted volume price.
 - d. Earring availability pierced and/or clip, and its corresponding number.
 - e. Ring size availability.
 - f. Clothing size and design availability: T-shirt and sweatshirt numbers, as well as colors available.
 - g. Date: month and year.
 - h. If an item is part of an assortment, please indicate specific item number for that one piece.
- 3.) All samples must be picture perfect, as these samples will be used for catalog photography.
- 4.) All unsolicited samples will not be paid for or returned.
- 5.) Selection priority will be given to samples denoted "Potpourri Group, Inc. Exclusive".
- 6.) All samples received without proper tagging will not be considered and will be returned for correct tagging.
- 7.) Prices and availability must be guaranteed for 1 year.
- 8.) Vendors must photograph each sample sent for their future reference.
- 9.) All samples are assumed to be production samples unless clearly marked "PROTOTYPE". All prototype samples must be discussed with the merchandise buyer.

Please be advised that the earlier we receive samples the greater the chance for catalog selection. These stringent guidelines are in your best interest as well as ours. In review, picture perfect, properly identified samples and catalog exclusivity are of utmost importance for merchandise selection. We look forward to a mutually prosperous business relationship and hope you will work within these guidelines.

Samples are to be shipped using the following label format. Please make sure you include your return address. Potpourri Group, Inc. does not pay for C.O.D. shipments. Freight and postage charges for the samples are the responsibility of the vendor.

Potpourri Group, Inc. Buyer's Name (List Catalog Title) Samples 101 Billerica Ave. Bldg. 2 North Billerica, MA 01862

Product Data Sheet Requirements

Once a product has been selected to appear in a catalog promotion a product data sheet will be sent to the vendor by PGI. The product data sheet requests pertinent information about the product. The product data sheet must be thoroughly completed and returned in a timely manner. Delayed or incomplete product data sheets may result with a product being dropped from a catalog promotion. It's essential to include the master carton quantity and UPC numbers (if applicable). The data sheet must be returned to the Buyer or Production Assistant requesting the product information. Following these procedures will allow a smooth transition for new products entering future promotions.

Intellectual Property Rights

PGI requires all suppliers to complete the sellers warranty on our product data sheet to maintain compliance with all intellectual property right laws. All suppliers will be held accountable for any monetary losses due to intellectual property right infringements.

Code of Conduct

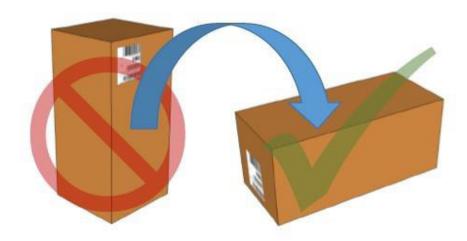
PGI is committed to legal compliance and ethical business practices with all of our suppliers. As a company, we are determined to only do business with suppliers who share this commitment. Suppliers are expected to comply with all applicable laws and regulations that are legislated by the country in which the merchandise is manufactured. This includes laws pertaining to child labor, forced labor, wage and hour laws and unsafe work conditions.

PGI supports and cooperates with law enforcement and U.S. Customs authorities in proper execution of their responsibilities. We expect all suppliers to fully assist with these efforts.

Master Carton Label Placement Illustration

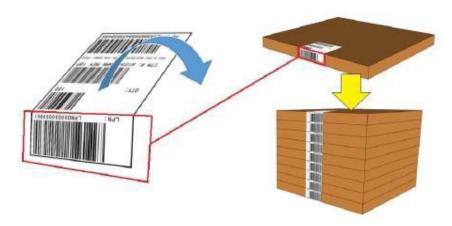
Tall Cartons

It is important to position the carton in a way that is best for placing onto a conveyor system. The front of the carton will be a different area when it lays down the long way, making the length of the carton the longest dimension. Please ensure the carton label is placed accordingly. **** FRONT LOWER CENTER ****



Odd Carton Sizes

If you encounter a carton that is very short, yet long and wide, you may find it difficult to place the carton label on the front when it is laying down. In these situations you may be able to fold the carton label partially on the top and make sure that the LPN Barcode is folded so that it shows on the front side as it lays on the ground. It is important that the LPN Barcode is VISIBLE when the cartons are stacked.



Appendix B – Supplier Purchase Agreement (Purchase Orders)

Potpourri Group, Inc.

Supplier Purchase Agreement

Whereas, Potpourri Group, Inc. desires to purchase from the Supplier (named on the front of this Purchase Order), products (collectively, the Products) to be resold by the Company in one or more of its mail order catalogs.

Therefore, in consideration of these premises and their respective mutual promises and covenants herein and in consideration of the Company's purchase of Products from the Supplier from time to time, and intending to be legally bound, the Company and the Supplier hereby agree as follows:

1. Relationship Between the Parties

The relationship between the Company and the Supplier is that of independent contractors, and nothing in this Agreement shall be construed to constitute the Supplier an employee, partner, or agent of the Company. Without limiting the foregoing, the Supplier shall have no authority to act for or bind the Company in any way, to alter any of the terms or conditions of any standard forms or other agreements of the Company, to make representations or warranties, to execute agreements on behalf of the Company or to represent that the Company is in any way responsible for the acts or omissions of the Supplier. The Supplier shall defend, indemnify and hold harmless for any liability or damage to the Company resulting from a violation of this Section 1.

2. Back-up Purchase Order Quantities

Supplier agrees to make available for shipment to Company within two (2) weeks of receiving a future Purchase Order, quantities equaling up to fifty (50) percent or other agreed upon amount of any or all of the Products specified on the front of this Purchase Order (Back-up Product). This Section 2 does not constitute a purchase order for additional Products. Company is under no obligation to take delivery of Back-Up Product if it has not been requested by Purchase Order.

3. Payment Terms

Unless otherwise agreed to, Supplier and Company agree to payment terms of net thirty (30) days from invoice date with a 2% discount on Products paid for by Company before the tenth (10th) day from receipt of goods. Date paid will be determined by the date that the check is placed in the U.S. Mail or other carrier. Supplier agrees to date invoices no earlier than the date Product is delivered to a carrier or directly to Company.

4. Return of Defective Merchandise

Company inspects all, or a sampling of all Product upon receipt and will not accept defective merchandise. All merchandise not meeting quality standards will be returned and deducted from Supplier's invoice, except when such amounts total under ten

(10) dollars, in which case a deduction will be taken and the goods disposed of by Company. Supplier may promptly replace Product, or repair to Company's satisfaction, and re-invoice Company. Company will also return for repair or replacement, at no cost to Company, or for credit at it's option. Product returned by its customers due to manufacturing defects. Company will contact Supplier prior to returning if Supplier requires a return authorization number.

5. Indemnification

The Supplier shall defend, indemnify and hold harmless the Company against any liability, loss, expense, cost or damages (including reasonable attorney's fees) arising from (a) a product liability claim against its Products, (b) any breach of this Agreement by the Supplier, (c) any infringement or alleged infringement of 1110 Supplier's Products upon the intellectual property of the others including, but not limited to patented, copyrighted or trademarked designs, and (d) any violation of US federal and state laws and regulations. Notwithstanding the provisions of Section 3, the Company shall have the right to withhold and offset the estimated amount of any claim against all or any portion of any amount owed by the Company to Supplier.

6. Records

The supplier shall maintain and retain accurate records of production and shipment of Products, as well as such records as are required to be kept by applicable local, state or federal laws. Governmental compliance records and records relating to Company shall be made available to Company for review or copying, during regular business hours, upon reasonable notice.

Confidentiality

All information provided to Supplier by Company which is not publicly available, is deemed by the Company to be confidential (Confidential Information) and as such is not to be disclosed to any party outside of the employ of Supplier, except as is required to meet governmental regulation or law. It is provided for the sole purpose of assisting Supplier in servicing the Company, and Supplier acknowledges that its disclosure of Confidential Information may cause direct and consequential harm to Company. Confidential Information includes, but is not limited to, the specific items and prices, and respective purchase quantities sold to Company and Company's merchandising trends and plans (as discussed with representatives of Company).

8. Successors, Entire Agreement, Governing Law, Notices, Waiver, Severability

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements relating hereto. This Agreement shall not be amended, in whole or in part, except by a written agreement signed by both parties hereto, Fulfillment of Purchase Orders issued on forms including this Agreement, shall constitute acceptance of this Agreement. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to the conflict of law principles contained there- in. All approvals, consents, notices, requests, and other communications hereunder sl1all be in writing and shall be deemed to have been given upon delivery, if delivered in person, or on the third business day after mailing, if mailed certified mail, postage prepaid, and addressed to a party at its address set forth on the front of this Purchase Order. No waiver of any right under this Agreement shall be deemed effective unless contained in writing signed by the party charged with such waiver. No waiver of any right arising from any breach or failure to perform shall be deemed to be a waiver of any future such right or of any other right arising under this Agreement. It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, the remainder of the Agreement shall continue in full force. The provision in question shall be limited or reduced as required by a court or arbitrator such that it is enforceable.

Appendix C – Potpourri Group, Inc. Contact Listing

When contacting Buyers, Purchasing, and Catalog Production please request the position and catalog title for your inquiry. Your call will be directed to the appropriate person.

Buyers: (978) 256-4100

Purchasing: (978) 256-4100

Catalog Production: (978) 256-4100

Catalog Title
Back in the Saddle
Catalog Favorites
Country Store
Expressions
In the Company of Dogs
Magellan's
Natures Jewelry
Northstyle
Potpourri
Serengeti

The Pyramid Collection

The Stitchery Young Explorers

Whatever Works

Distribution Center Locations:

Littleton Bulk Inventory Manager (978) 256-4100

Appendix D – Young Explorers Toy Labeling

Individual Product Labeling

Each individual product must have a UPC barcode or a 128 barcode on the outside of the box or polybag. Items with sizes, color or styles, must have the item size, color or style preceding the item number on the 128 barcode. To create labels with the 128 barcode, go to our corporate web site www.potpourrigroup.com. Select vendor relations, routing instructions, create barcodes. The PGI item number is no longer required on the individual item, if an individual item has a UPC barcode. UPC barcode information is required on our product data sheets.

Master Carton Labeling

The PGI item number is required on all master cartons, as indicated on the purchase order. A UPC barcode or a 128 barcode is also required. The barcode labels should be placed on the front side of the master carton above the carton markings to allow scanning. Items with sizes, color or styles must have the item size, color or style preceding the item number on the 128 barcode. To create master carton labels with the 128 barcode, go to our corporate web site www.potpourrigroup.com. Select vendor relations, routing instructions, create barcodes.

The purchase order number must be clearly marked on the outside top of all cartons near the address label. All multiple carton shipments must be sequentially labeled as: 1 of 4, 2 of 4, etc.

Appendix E - Shipping Master Cartons with Inner Case Packs

Option 1: Do not use inner cartons/bags case packs within the master carton.

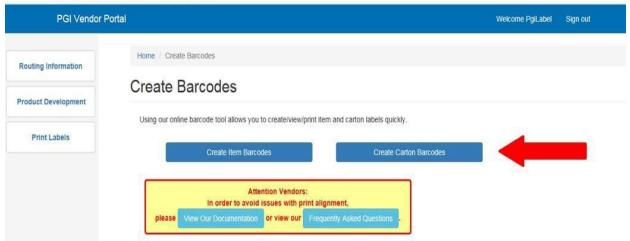
(This option is preferred- PGI highly recommends)

Option 2: If inner cartons MUST be used, label them as follows:

STEP 1:

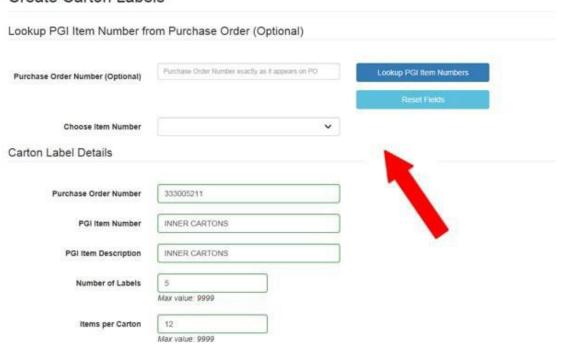
Create "INNER CARTON" Master Carton Labels using PGI Vendor Website (see red arrow) Items per carton are total units in master carton. https://vendors.potpourrigroup.com/Login





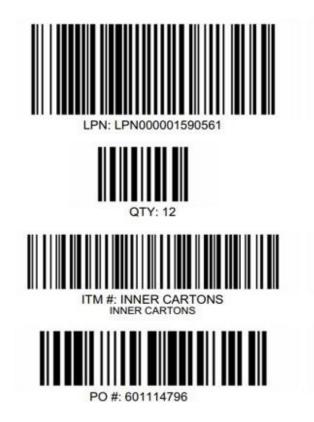
*****DO NOT FILL IN TOP 2 LINES WHEN CREATING INNER CARTON MASTER CARTON LABELS*****

Create Carton Labels



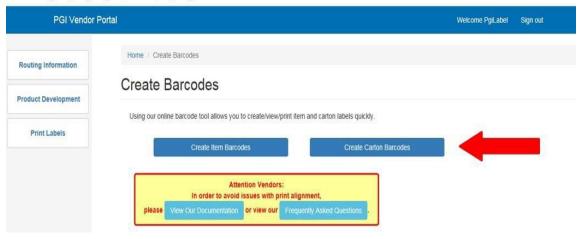
Appendix E - Shipping Master Cartons with Inner Case Packs

LABELS WILL PRINT AS SEEN BELOW WITH ITM # AND DESCRIPTION AS "INNER CARTONS" PLACE THIS LABEL ON THE OUTER MOST BOX (MASTER CARTON)



Step 2: Create Master Carton Labels (see red arrow) for Inner Case Packs, use the PO # in the 1st line. The system will search and provide all item #'s on the purchase order. Items per carton are total units in inner carton.





Appendix E - Shipping Master Cartons with Inner Case Packs

Create Carton Labe	els	
Lookup PGI Item Number fr	rom Purchase Order (Optional)	
Purchase Order Number (Optional)	601114796	Lookup PGI Item Numbers
	•	Reset Fields
Choose Item Number	(Found 1 Item Numbers) KC7597	
Carton Label Details		**
Purchase Order Number	601114796	
PGI Item Number	KC7597	
PGI Item Description	Air Hawk Cordless Rechargeable Tire Inflator	
Number of Labels	Max value: 9999	
Items per Carton	IIIAA VAIGO. 3333	
	Max value: 9999	

Step 3: Apply the master carton label with the actual item # (Example "KC7597") on the inner Carton / case pack. Then place inner cartons back in the master carton.

Appendix F- California Proposition 65

Potpourri Group, Inc. is committed to complying with California Proposition 65 laws and regulations.

Additional information pertaining to Prop 65 can be located on the following website www.P65Warnings.ca.gov.

Warnings are required for products containing chemicals listed on the Prop 65 chemical watch list.

Potpourri Group, Inc. will utilize one of three short form warnings depending on test results:

WARNING: Cancer - www.P65Warnings.ca.gov	For exposure to listed carcinogens.
▲ WARNING: Reproductive Harm- www.P65Warnings.ca.gov	For exposure to listed reproductive toxicants.
WARNING: Cancer and Reproductive Harm- www.P65Warnings.ca.gov	For exposures to both listed carcinogens and reproductive toxicants.

The appropriate warning must be placed on the outside of the product packaging. The warning must be a minimum of 6-point type size.

All product identified as containing any of the Prop 65 chemicals must be labeled with the correct warning form.

Drop ship

All drop ship product should be shipped by 3rd Party FedEx. Contact the PGI drop ship coordinator for the account number. dropship@potpourrigroup.com

When creating the FedEx label, in the billing details section enter the PO number in your reference field. The 3rd Party FedEx account is monitored closely. Lack of putting the PO number in this field may result in a chargeback.

Price changes must be approved by PGI prior to making the change.

VendorNet – Full License

All orders will be received and ship confirmations and invoices will be completed online with a full license. Please ship confirm within 48 hours after shipping the PO.

Enter the full tracking number in the tracking number field.

Notify PGI of any discontinued items via the comments on the order.

Notify PGI of any issue with the order (address, personalization) via the comments on the order.

Notify PGI of any backordered items via the comments on the order.

Vendor Net- Reporting Only

Reporting only vendors are emailed orders. Please send an invoice within 48 hours after shipping the PO. Include the full tracking number on the invoice.

Backorders must be reported to the drop ship coordinator.

Discontinued items must be report to the drop ship coordinator.

Any issues on the on the orders must be emailed to the drop ship coordinator (address, personalization).

dropship@potpourrigroup.com