Potpourri Group, Inc.
Routing Guide
International Shipments
Update October 2017

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

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

Potpourri Group, Inc.
C/O Barrett Distribution Center Inc.
Toy Distribution Center
15 Freedom Way
Franklin, MA 02038 USA
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Introduction and Overview

Potpourri Group Inc. referred to as "PGI" was founded in 1963 publishing a single catalog title. New titles were added through internal growth and acquisitions so that today PGI is one of the leading multi-title catalog companies in America.

We consider each of our titles a strong consumer brand, and expect to grow these brands through continuous focus on meeting and exceeding customer’s expectations.

PGI has established strong working relationships with many of our suppliers, it is extremely important to define clear expectations to our suppliers so that we can meet or exceed our customer’s expectations. Product quality, shipping schedules, production, and product availability are some of the expectations that must be defined. International Logistics takes on a significant role in producing higher levels of productivity and improving product flow to our customers. When logistics are utilized properly it assists to reduce inventory levels and results in a reduction of overall expenses for both the shipper and PGI.

These requirements have been developed to assist all companies involved during the import process. These requirements are clear and concise expectations consistent with standard industry practices. Standards are critical to our mutual success. These provisions allow us to optimize our freight expenses by receiving and processing merchandise in a timely and cost effective manner. This allows us to assure a continuous flow of merchandise to the Distribution Center.

All instructions, terms, and expectations must be fully complied with and are applicable to all shipments consigned to PGI, regardless of the party responsible for the freight expenses. Failure to comply with these instructions will result in additional freight charges, unacceptable delays, and unnecessary labor costs. Non-compliance may jeopardize future business relationship or result in deductions from future invoices.

If you have any questions or concerns regarding these instructions, please contact PGI via e-mail at Jgagnon@potpourrigroup.com. Phone (978) 256-4100, Fax (978) 670-2673.

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.

Supply Chain Security

All suppliers are expected to maintain proper and reasonable security practices throughout the supply chain. PGI supports U.S. Customs efforts to secure the supply chain. All suppliers are expected to read and reasonably comply with U.S. Customs security recommendations for manufacturers (Appendix A).
Sample Guidelines

To insure 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 accompanied by an invoice, packing slip and bill of lading. The value of the sample must be clearly noted on the invoice and the word “sample” must appear on the invoice and bill of lading. We require that the Buyer’s name and the catalog title which the item is being considered must be noted on the bill of lading. If for multiple Buyers and titles please note all on the bill of lading.

2.) All samples must be INDIVIDUALLY STRING TAGGED or sticker label 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, we suggest e-mailing product quotes.

5.) Selection priority will be given to samples denoted “Potpourri Group, Inc. Exclusive”.

6.) All samples received without proper tagging will not be considered.

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.

10.) Whenever possible please ship samples in actual production line packaging.

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.

Please make sure you include your return address. PGI does not pay for C.O.D. shipments. Freight and postage charges for the samples are the responsibility of the vendor, unless the Buyer makes special arrangements. The Buyers will supply an account number to the vendor in these instances. Samples are to be shipped using the following label format:

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). Our product data sheet is currently in an excel spreadsheet format and must be returned via e-mail in the same format. 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

Customs and Border Protection (CBP) is dedicated to protecting against the importation of goods which infringe/violate Intellectual Property Rights (IPR) by devoting substantial resources toward identifying and seizing shipments of infringing articles. 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.

Purchase Order Guidelines

All merchandise must be shipped to the forwarding agents warehouse by DATE REQUIRED IN WAREHOUSE listed on the P.O., any delivery extensions must be requested e-mail or fax. Approval will be communicated via return e-mail/fax 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 or PGI may cancel the order.

Purchase Order information on delivery dates and prices are binding, unless communicated and authorized via fax or e-mail. A sales confirmation/pro forma invoice must be returned via e-mail or fax.

Purchase Orders must be acknowledged within 48 hrs by e-mail or return fax through a detailed sales confirmation or pro forma invoice. The sales confirmation/pro forma invoice will be reviewed and once all terms are acceptable the sales confirmation/pro forma invoice will be signed and returned to the supplier via e-mail or fax.

Purchase Orders will be faxed or e-mailed where applicable.

All purchase orders should be shipped complete. All backorders must be shipped free of freight charges if due to vendor error. Partial shipments must be approved by the Import Department. If partial shipments are made please invoice only for the quantity shipped.

Backorders will only be cancelled at the option of PGI.

No substitutions of style or color will be accepted without prior authorization from the Import Department.

PGI is not responsible for duplicate shipments. A deduction for shipping will be taken off the invoice and the vendor will be responsible for payment and shipping if required.
Country of Origin Marking Requirements

Pursuant to CFR Title 19, section 134, all merchandise entered into the United States is required to be marked with the country of origin, so that the ultimate purchaser may reasonably know the country of manufacture. Furthermore, the requirements are specific in that the goods are marked in a conspicuous place, legibly, indelibly and permanently as the nature of the article permits, with the English name of the country of origin of the article. This marking must be visible to the ultimate purchaser in the United States, which is the last person or company in the United States who will receive the article in the form in which it was imported. This means that the marking must generally withstand distribution, storage and handling, and that the consumer must be able to find the marking easily and read it without strain.

All packages must also be marked with the country of origin regardless of any exemption that may be afforded the specific article. Country of origin means the last country of manufacturing, production, or growth of any article of foreign origin entering the commerce of the United States. Further work or material added to an article in another country must constitute a substantial transformation of the original article to affect the country of origin designation. It is the position of PGI that all expenses and penalties incurred due to improper marking will be charged back to the supplier. Should we find repeated non-compliance of these requirements, it will be cause for review of our business relationship.

Specific Types of Marking (Country of Origin)

Various products have special marking requirements. For Watch, Clock and timing apparatus see Additional U.S. note 4, Harmonized Tariff Schedule of the United States. Wearing apparel and textile articles – require sewn in labels detailing fiber content, country of origin and care instructions. Usually on garments it should be sewn in the neck line. For articles such as luggage or carpets, the marking can be on the reverse (or inside in the case of a bag or purse but should be conspicuous. Certain metal items require die-stamping. In general flimsy adhesive stickers are not considered permanent. Any questions regarding marking should be addressed to the PGI Import Department. In any situation where it is not clear as to what the specific marking requirements are, the PGI Import Department will either consult with Customs, consultant their broker, or in extreme cases request a country of origin ruling.

Individual Product Packaging and Labeling

Each individual product must have the PGI item number (sku) and 128 barcode UCC/EAN (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 packaging 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). See http://vendors.potpourrigroup.com/ for label assistance, select “print labels”.

Example A
Individual Product Packaging and Labeling

All item number/barcode labels will be placed on the bottom left corner in 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 label.** Whenever possible please consider designing your package to provide a space for the 128 barcode label that does not interfere with the visual presentation of the product or important warnings or instructions.

*Please make sure each item has only the following markings:*
  - Country of origin marking, PGI item number (sku) and 128 Barcode and UPC

All PGI items should be inner packed in a polybag or individual 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 not be used unless specifically requested or authorized by PGI.

**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 size only, for clothing unless clearly separated and marked. 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*. The Potpourri Group sku number must be on each polybag.

*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 playpens. 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.

Manufacturer’s suggested retail prices cannot be attached to products shipped to Potpourri.
Product Warnings

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**

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:

*/!

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:

*/!

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.
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 50lbs. actual weight or 55 lbs. dimensional 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 be attached to the outside of the lead master carton.

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

<table>
<thead>
<tr>
<th>Minimum Size</th>
<th>Maximum Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Length</td>
<td>24 inches \ 61 cm</td>
</tr>
<tr>
<td>Width</td>
<td>24 inches \ 61 cm</td>
</tr>
<tr>
<td>Height</td>
<td>21 inches \ 53 cm</td>
</tr>
<tr>
<td>Weight</td>
<td>50 pounds \ 22.68 kg</td>
</tr>
</tbody>
</table>

We require that all master cartons only contain one sku number, do not mix sizes or colors. The master carton label will need to match its content. If a mixed master carton must be shipped please see Appendix H.

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

Table I Height of free fall drops for containers of various sizes and weights

<table>
<thead>
<tr>
<th>Gross Weight (within range limits)</th>
<th>Dimension of any edge, height, or diameter (within range limits)</th>
<th>Height of free fall drop on corners or edges, or flat faces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pounds</td>
<td>Inches</td>
<td>Level A</td>
</tr>
<tr>
<td>0 – 15</td>
<td>0 – 30</td>
<td>36</td>
</tr>
<tr>
<td>15 – 30</td>
<td>30 - 33</td>
<td>30</td>
</tr>
<tr>
<td>30 – 50</td>
<td>33 – 37</td>
<td>25</td>
</tr>
<tr>
<td>50 – 75</td>
<td>37 – 42</td>
<td>21</td>
</tr>
<tr>
<td>75 – 110</td>
<td>42 – 50</td>
<td>19</td>
</tr>
<tr>
<td>110 – 150</td>
<td>50 – 60</td>
<td>18</td>
</tr>
</tbody>
</table>
Master Carton Labeling

1) PGI Distribution Center requires a 4x6 size Code 128 barcode label on every carton. 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)
b. Quantity (number of units within the carton)
c. Item Number (PGI Item Number)
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.
Import Carton Markings

Follow master carton marking instructions as noted in the diagrams below. All carton markings must be on the back side and adjacent side (Example C).

Imported by Potpourri Group, Inc.

<table>
<thead>
<tr>
<th>P.O. NUMBER</th>
<th>ITEM NO. / STYLE NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>G.W.</th>
<th>N.W.</th>
<th>MEAS.</th>
</tr>
</thead>
</table>

COUNTRY OF ORIGIN: MADE IN CHINA (EXAMPLE)
NUMBER OF CARTONS: CARTON 1 OF 10 (EXAMPLE)

EXAMPLE C

LONGEST SIDE OF BOX LAYING DOWN.
Import Documents

Please supply original documents to our forwarding agent for telex release.

Please e-mail Potpourri Group, Inc. a complete set of and telex released documents as indicated below.

Document Distribution

Document

- Commercial Invoice
- Visa Invoice/Export License/Quota Statement/Fish & Wildlife Certificate/ TSCA Statement (when specifically required)
- Certificate of Origin, NAFTA, GSP
- Textile Declaration (when required – based on product)
- Interim Shoe invoice (when required – based on product)
- Exporters solid wood packing material certificate
- Detailed Packing List
- Stamped Telex or Surrendered / Bill of Lading
- General Certificate of Conformity and Safety Test (when required – based on product)

The documents requested above must be e-mailed to the following address:
jgagnon@potpourrigroup.com

FOB exporting port, delivery must be made to forwarder’s warehouse for consolidation. A complete set of duplicate documents must be supplied to the forwarding agent.

Shipping Documents must contain:
- Name and address of the manufacturer if different from the seller.
- Terms of Sale, FOB, ex-factory, etc.
- Country of manufacture of the goods.
- Manufacturer name and address, including a contact that is knowledgeable about the product.
- Destination port / airport.
- Carton markings. Net weight and gross weight.
- The type of currency used in the transaction.
- All charges associated with the merchandise must be fully itemized by name and amount.
- Additionally all invoices and accompanying documents must be in English.
- List only one purchase order and one shipper / manufacturer per commercial invoice. Multiple purchase orders and manufacturers may not be included on an invoice.

Invoice must contain the following information:
- Purchase Order Number
- SKU/PGI Item number – Broken down by size and color as displayed on purchase order.
- Detailed and accurate product description including purchase price. Products must be described in thorough detail. Do not list an item and a one or two word description. Product descriptions must clearly, succinctly and accurately indicate (in reasonable detail) the materials used and the end use of the product. The 10-digit HTS Number must be listed for each SKU.
- Separate invoices must be completed for each shipment.
Import Documents/Invoice Requirements

Invoices must show sold to as Potpourri Group, Inc. and a deliver to address for the appropriate Distribution Center (Littleton, MA or Franklin, MA - see section on Shipping / Delivery Addresses and Ports of Entry).

Special Product Considerations:

**Mixed product and ensemble sets.** If the product is composed of multiple components (i.e. clock and battery), each component must be listed and identified separately on the commercial invoice with the individual value shown for each component.

**Flatware and Dinnerware sets.** Each component of a set must have a detailed product description (including product composition), unit value and quantity of each item included in the set (e.g., 8 forks, 8 knives made of stainless steel and plastic or 8 dinner plates, 8 salad plates, etc. made of ceramic).

**Watches and clocks.** A separate value and country of origin must be shown for each of the following components: case, movement, strap or band and battery.

**Jewelry Boxes.** The commercial invoice must indicate whether or not the jewelry box is lined and the fiber content of the lining.

**Water resistant textiles and apparel.** A separate statement providing written tested results must clearly document any designation or description of “water resistant”. This water resistance must be the result of an application of rubber or plastic coating to the outer shell.

**Christmas decorations.** Descriptions must be detailed and complete to insure proper customs classification. Descriptions must state what the composition of the product is and whether or not it hangs on a tree by a string or hook. Articles that are to be placed on the top of a tree must clearly state that they are a “tree top”. Religiously themed articles must clearly be identified as such.

**Candles.** Candles must clearly show product composition, i.e., palm oil, petroleum, beeswax, etc. Citronella candles must clearly indicate citronella oil content. If the product consists of a candle and candleholder, the value must be shown separately, although it is packaged as a set. The country of origin for both the candle and candleholder must be shown. Citronella candles require a TSCA (Toxic Substance Control Act) statement. The manufacturer name and address must be noted on the invoice.

**Apparel.** When shipping apparel, the item description must clearly indicate a detailed composition of the fabric, and whether the apparel is men’s, women’s, children’s, etc. The quota category should also be indicated. All documents including packing lists, certificates of origin (where required), commercial invoices, textile declarations (where required) must consistently and accurately contain detailed descriptions of the fabric content, country of origin and value. A Wearing Apparel Detail Sheet is required for all apparel shipments (Note: one must be completed for each style shipped).

**Footwear.** If footwear is being shipped all invoicing must include the International Association Footwear Retailers of America Interim Footwear Invoice. The document must be a clear original, not a copy of a form. The commercial invoice must have a complete description of the footwear including sizes, who will wear the footwear (i.e., girls, boys, women’s, men’s, etc.), and composition. Quantities must be clearly indicated in units or if footwear, indicate in pairs.
**Import Documents/Invoice Requirements**

**Electrical equipment, lights, devices and appliances.** Products must meet all safety requirements and be listed by the Underwriters Laboratory (UL). An Underwriters Laboratory source inspection certificate must accompany all documents. All products must bear proper markings that the product is Underwriters Laboratory certified and product must be manufactured by a source that is an Underwriters Laboratory subscriber. Products must clearly indicate all safety and operating instructions.

**China, crystal, glass, porcelain and pottery.** All documents must show lead content. Products that are unable to be utilized with food must be labeled appropriately and subjected to FDA testing prior to shipping.

**Import Documents/Packing Lists**

All packing lists / slips for each shipment must indicate the following information:

- Purchase order number(s) Distribution Center
- Invoice number
- Estimated date of departure and estimated arrival date
- Vessel name
- Origin Port
- Shipper name
- Consignee
- Destination Port
- Total number of cartons / Gross and Net weight
- Carton numbers and identifying marks
- Total number of units by carton
- Subtotals by color, style and size
- Accurate and detailed description of product and product contents

**Import Documents/Bill of Lading**

**The bill of lading must be completed as follows:**

Please insure that the consignee and notify party are completed as shown below.

```
LITTLETON, MA / FRANKLIN, MA (Young Explorers) Cargo
CONSIGNEE:
POTPOURRI GROUP, INC.
101 Billerica Ave. Bldg. 2
North Billerica, MA 01862 USA
TEL: 978-256-4100
FAX: 978-670-2673

NOTIFY PARTY:
Unique Logistics International (BOS), Inc.
35 Village Road Suite #701
Middleton, MA 01949 USA
TEL: 617-569-5969
Fax: 617-569-9052
```

*Note: The Bill of lading must be completed correctly to insure proper clearance. These instructions only apply to China, India, Philippines, Italy, Spain, and Germany. For additional ports please contact the PGI Import Department directly. The Import Department must be contacted for small parcel shipments under 20 lbs and with three cartons or less (See small parcel section).*
24-Hour Advance Manifests

In accordance with the U.S. Customs regulations concerning 24 hour advance manifests, all offshore suppliers will be required to provide accurate advance information to our freight forwarder a minimum of 24 hours in advance (NOTE: 72 hours is preferred in the event Customs issues a no-load order) (not including holidays or Sunday) and before the carriers shipping instruction cut-off date. Please note that the shipping cut-off may not be the same as the cargo cut-off. The following information is the minimum amount of information that must be provided:

- Shipper Name
- Shipper Full Address
- Consignee Name
- Consignee Full Address
- Destination
- Notify Party
- Container Number
- Seal Number
- Quantity in cartons, weight and measurement

Detailed description of commodity with the 10 digit HTS Number Note: Regardless of circumstances the use of a blank description, freight all kinds (FAK), said to contain (STC), general merchandise, department store merchandise, ‘26 pallets’, various retail merchandise, Consolidated cargo or other similarly vague descriptions is considered unacceptable.

The above items must be provided at the time of booking otherwise the booking will not be released.

Payment

All payments are conducted through wire transfers (TT), unless other arrangements are agreed upon by PGI and the supplier. Payments are made upon receipt of a faxed/e-mailed copy of the invoice, packing list and bill of lading. If a deposit is requested by the supplier, the supplier must forward a pro forma invoice. The deposit will be submitted to the Accounting Department upon receipt of the pro forma invoice. The balance remaining will be paid once a copy of the invoice, packing list and bill of lading have been received by PGI via fax or e-mail. All banking fees are the responsibility of the supplier. All suppliers are required to provide complete banking information including account number and SWIFT code. Upon receipt of final payment, the telex released shipping document must be emailed to PGI immediately. Suppliers will be held accountable for any monetary losses due to late telex released documents. All banking changes must be communicated in writing by an officer of your company, otherwise payment will be delayed.

Consolidation/Booking Cargo

Communicate with the designated freight forwarder 10-14 days prior to scheduled delivery to arrange space and equipment with the designated ocean carrier.

If booking is made with our freight forwarder less than 10 days from estimated delivery then there is a high probability that the shipping date will be missed, potential shortage of equipment or space problems on the desired vessel.

Our freight forwarder is not the ocean carrier. The timely booking of cargo is dependent upon the accuracy and timeliness of shipping plans from your facility.

Our freight forwarder monitors our purchase orders. Any changes in purchase order status must be communicated to the freight forwarder.
**Consolidation/Offshore Inland Transportation**

All import purchases are FOB Export Port / Consolidator and as such inland transportation is the responsibility of the manufacturer. Your selection of a quality and cost effective transportation provider is an important decision. As part of this decision making process, we would ask that you give serious consideration to the following factors (particularly security) when choosing a carrier:

- Is the carrier financially sound?
- Does the carrier perform background checks on employees and drivers?
- Does the carrier have a good safety and claim record?
- Is their equipment well maintained?
- Does the carrier employ properly licensed and experience drivers?
- Do you have references from other shippers?
- Is their equipment well maintained?
- Is their adequate lighting at their facilities?
- Does the carrier control access at their facilities?
- Does the carrier have internal / external systems in place to contact internal security personnel or local law enforcement officials in the event that circumstances warrant it?
- Are there procedures in place to prevent the introduction of illegal material/contraband into the vehicles?
- Are there procedures in place for verifying seals on containers or trailers?
- Does the carrier have ongoing security awareness training for all employees?

**Forwarding Agents listings for all Points of Origin**

<table>
<thead>
<tr>
<th>Littleton, MA and Franklin, MA:</th>
</tr>
</thead>
<tbody>
<tr>
<td>All shipments from China, India, Manila, Italy, Germany, and Spain are to be routed through our forwarding agent designated by PGI's NVO. <strong>All other geographic location must contact the Import Department.</strong> When advising the representing forwarding agent of a shipment, please provide them with the Potpourri Group, Inc. purchase order number, description of the cargo, HTS number and PGI item numbers. <strong>Small parcel shipments maybe excluded from this procedure, please contact PGI Import Department for further instructions.</strong></td>
</tr>
</tbody>
</table>

Please contact the forwarding agent office listed on PGI’s NVO’s directory for your location and method of shipment.

**Forwarding Agents listings for all Points of Origin**

The PGI's NVO has a worldwide directory located on their website, [http://www.unique-usa.com/](http://www.unique-usa.com/). Select on “ABOUT” on top menu. Click “OUR LOCATIONS”. A list of countries will appear. Select country and agent for your geographic location.
Shipping/Routing Instructions

Please refer to your purchase order to clarify the ship to address. Potpourri Group has two Distribution Centers. Please contact the Import Department with any questions concerning the ship to address. All shippers will be held responsible for cargo shipped to the incorrect Distribution Centers.

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

Potpourri Group, Inc.
Young Explorers (ONLY)
C/O Barrett Distribution Center Inc.
15 Freedom Way
Franklin, MA 02038 USA

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

Potpourri Group, Inc. will only be responsible for payment of freight charges, when authorized carriers are used.

<table>
<thead>
<tr>
<th>Shipments from Canada / Mexico</th>
</tr>
</thead>
<tbody>
<tr>
<td>Littleton, MA Location/ Franklin, MA Location</td>
</tr>
<tr>
<td>FedEx up to 500 lbs - ship via FedEx freight collect. FedEx must be identified as the Import Broker on the bill of lading and invoice.</td>
</tr>
<tr>
<td>For shipments that weigh between 501 lbs. and 4,999 lbs. – Contact:</td>
</tr>
<tr>
<td>*All shipments up to 500 lbs. must be shipped via FedEx freight collect. Each package must meet FedEx and PGI weight and size requirements as stated below:</td>
</tr>
<tr>
<td>*50 lb. maximum actual weight</td>
</tr>
<tr>
<td>*Maximum master carton size – 24”L x 24”W x 21”H</td>
</tr>
<tr>
<td>*All shipment may be insured at the vendor’s expense by declaring a value with FedEx or the designated freight carrier. Air Freight should only be utilized when requested by PGI.</td>
</tr>
</tbody>
</table>

Small Parcel Shipments

All small parcel shipment should be directed through the Import Department. Shipments that are 20 lbs. or less and have 3 or fewer cartons will need to be reviewed for the most cost effective method of shipping. Items such as jewelry and cross stitch kits are best handle as air economy shipments. These small parcel shipments will be approved by the Import Department to ship via FedEx International Economy service. Once authorized, the Import Department will supply the appropriate account number.
Quality Control

*Potpourri Group, Inc. quality inspects 100% of all merchandise.

*NO merchandise of poor or inferior quality will be accepted.

*All failed quality inspected items will be deducted from the invoice and the vendor will be notified.

*Notification of short shipments will be e-mailed to vendors upon receipt of goods. Appropriate deductions will be taken from the invoice.

*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 within mixed cartons. Variance more than +/- 5% per size is unacceptable.

**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 package 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.

**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 with a charge back.

($25.00 an hour for labor with a $100 minimum charge, and a $25.00 administrative cost per incident.)
PGI 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/Franklin (978) 256-4100

**Import Department**
Import Manager
Ph: (978) 256-4100
Fx: (978) 670-2673
E-mail: gporzio@potpourrigroup.com

Director of Imports & Merchandise Systems, John Gagnon
Ph: (978) 256-4100
Fx: (978) 670-2673
E-mail: jgagnon@potpourrigroup.com
Appendix A – C-TPAT Manufacturer Recommendations

Develop and implement a sound plan to enhance security procedures. These are general recommendations that should be followed on a case-by-case basis depending on the company’s size and structure and may not be applicable to all. The company should have a written security procedure plan in place that addresses the following:

**Physical Security:** All buildings should be constructed of materials, which resist unlawful entry and protect against outside intrusion. Physical security should include:

- Adequate locking devices for external and internal doors, windows, gates, and fences.
- Segregation and marking of international, domestic, high-value, and dangerous goods cargo within the warehouse by a safe, caged, or otherwise fenced-in area.
- Adequate lighting provided inside and outside the facility to include parking areas.
- Separate parking area for private vehicles separate from the shipping, loading dock, and cargo areas.
- Having internal/external communications systems in place to contact internal security personnel or local law enforcement police.

**Access Controls:** Unauthorized access to the shipping, loading dock and cargo areas should be prohibited. Controls should include:

- The positive identification of all employees, visitors and vendors.
- Procedures for challenging unauthorized/unidentified persons.

**Procedural Security:** Measures for the handling of incoming and outgoing goods should include the protection against the introduction, exchange, or loss of any legal or illegal material. Security controls should include:

- Having a designated security officer to supervise the introduction/removal of cargo.
- Properly marked, weighed, counted, and documented products.
- Procedures for verifying seals on containers, trailers, and railcars.
- Procedures for detecting and reporting shortages and overages.
- Procedures for tracking the timely movement of incoming and outgoing goods.
- Proper storage of empty and full containers to prevent unauthorized access.
- Procedures to notify Customs and other law enforcement agencies in cases where anomalies or illegal activities are detected or suspected by the company.

**Personnel Security:** Companies should conduct employment screening and interviewing of prospective employees to include periodic background checks and application verifications.

**Education and Training Awareness:** A security awareness program should be provided to employees including recognizing internal conspiracies, maintaining product integrity, and determining and addressing unauthorized access. These programs should encourage active employee participation in security controls.

(For more information visit the U.S. Customs website at: http://www.customs.gov)
Appendix B – 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.
17. Which of the following characteristics does the footwear possess?
   a. zoris
   b. made on a base platform of wood
   c. made on a base platform of cork
   d. open toe or open heels
   e. exclusively adhesive construction
   f. slip-on type
   g. none of the above

18. If the answer to 14 is yes, are the uppers entirely of non-moulded construction from a point 5cm above the top of the outer sole?
   YES  NO

UPPERS ARE TEXTILE MATERIALS; SOLES ARE LEATHER

19. Is the external surface area of the upper more than 50% leather (leather accessories/reinforcements, etc. included)?
   YES  NO

   If yes, stop; if no, complete questions 14,15,16,17 and 20.

20. Which of the following characteristics does the footwear possess?
   a. less than 10% by weight of rubber and plastics or not over 50% by weight of rubber or plastics
   b. upper of vegetable fibers (cotton, flax, etc.)
   c. soles which overlap the upper except at the toe or heel
   d. none of the above

UPPERS ARE LEATHER; SOLES ARE LEATHER COMPOSITION LEATHER, RUBBER AND PLASTICS

21. Which of the following characteristics does the footwear possess?
   a. welt construction
   b. turn or turned construction
   c. uppers consisting of leather straps across the instep and around the big toe
   d. made on a base/platform of wood
   e. none of the above

OTHER

22. Which of the following characteristics does the footwear possess?
   a. uppers of leather or composition leather
   b. uppers of textile material
   c. uppers and soles of wool felt
   d. disposable footwear
   e. none of the above
Appendix D – Textile Declaration

I, _____________________, declare that the articles described and listed below covered by the invoice or entry to which this declaration relates are wholly the growth, product or manufacture of a single foreign country, territory, or insular possession of the United States, or was assembled in the foreign country, territory, or insular possession of the United States or was assembled in the foreign country, territory, or insular possession of the United States of fabricated components which are in whole the product of the United States and/or the single foreign country, territory, or insular possession of the United States. I declare that information set forth in this declaration is correct and true to the best of my knowledge and belief.

A. _______________________________ (Country)*
B. _______________________________ (Country)*
C. _______________________________ (Country)*
D. _______________________________ (Country)*
E. _______________________________ (Country)*

<table>
<thead>
<tr>
<th>Marks / Identification Numbers</th>
<th>Description of Articles</th>
<th>Country of Origin</th>
<th>Export Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date: ____________  Name: _____________________
Signature: _____________________
Title: _____________________

Company: ________________  
Address: ____________________

Purchase Order Number: ____________________
Invoice Number: ____________________
Appendix E – Exporter Solid Wood Packaging Material Certificate

Export Date: _____________________________________________________________

Exporter Name: __________________________________________________________

Exporters Address:
________________________________________________________________________
________________________________________________________________________

Phone:_____________________________
Fax:________________________________
E-mail: ___________________________
PO Number:________________________
Invoice Number:____________________

Product Description:
________________________________________________________________________
________________________________________________________________________

As Exporter we hereby certify that this shipment does not contain any solid wood packaging materials.

________________________________________
(Signature of authorized representative)

_______________________________________
(Print Name)
Appendix F – 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 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 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 its 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 indemnify 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 the Supplier’s Products upon the intellectual property of others including, but not limited to, patented, copyrighted or trademarked designs.

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.

7. 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 therein. All approvals, consents, notices, requests, and other communications hereunder shall 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 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.
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 Import Department. 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)*

**Charge**
- Excess Freight Charges
- Entire Freight Bill
- Entire Freight Bill + $100HC

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

**Charge**
- 3% Invoice Per Wk

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

**Charge**
- $200.00 + Freight
- $200.00 + Freight
- $200.00
- $200.00

**Quality Inspection**
- 100% Inspection to Find Acceptable Merchandise

**Charge**
- $25.00 per hour with a minimum charge of $100.00 and a $25.00 administrative fee per incident.

**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**
- $25.00 per hour with minimum charge of $100.00 and a $25.00 administrative fee per incident plus supplies.
Appendix H – Mixed Master Carton Procedure

All Vendors/Suppliers,

Potpourri Group goal is to avoid all mixed sku/item master cartons. This means the same sku/item number with the same color and size are contained within a master carton.

**Alternatives:**
Ship in smaller cartons to ship same size and same color.

Avoid all mixed cartons if possible. Otherwise if you have 1 or 2 cartons that you have absolutely no alternative but to mix. Keep mixed cartons down to a minimum.

Here is the process.

**FOR MIXED CARTONS ONLY**

- Mark on the outside of the master carton “**MIXED** “on all 4 side in large bold letters.
- **DO NOT** place a master carton barcode label on any mixed cartons.
- Separate each sku number, same size and color and place same sku’s in large clear polybag. Then place the master carton barcode label inside each clear polybag within the mixed master carton (**Do not** attach with adhesive, leave label intact)
  
  Ex. N1234 BL S (12 units) Place 12 units in large clear polybag and insert a Master Carton barcode label in the large clear polybag. N1234 RD S (12 units) Place 12 units in large clear polybag and insert a Master Carton barcode label in the clear large polybag. This master carton would contain 24 units separated by large clear polybags, both clear polybag will have the master carton barcodes labels inserted into them.
- All individual items will also be required to be labeled with the individual item number and barcode.

Please see the attached photos and follow this example.

- Photo Master Carton – Markings and labeling for **MIXED** cartons ONLY
- Photo Close up Master Carton Markings
- Photo large clear polybags with labels inserted in bag.
- Both large clear polybags placed within the MASTER Carton with Master Carton Labels inserted in each/all individual items must be individually poly-bagged and labelled with the item sku number and barcode.

This applies to all carton shipped with mixed items including apparel and jewelry. All skus must be segregated by size and color.
Mixed Carton Packing Examples

Mixed Master Carton Markings Placement

Mixed Master Carton Markings

Interior Large Polybags Segregating size and color by SKU
Insert Master Carton Barcode label within the large clear polybag