

To be completed by Authorized Vendor Personnel
 Effective date for payable and factor changes: _____

For Office Use Only
 Vendor # _____
 Buyer _____

RETAIL VENDOR INFORMATION

This application (2 pages), Vendor Agreement, and Terms and Conditions of Purchase must be completed and signed in order for the P.O. to be received and processed.

VENDOR

name/label
parent company name
address
city/state/zip

SALES REPRESENTATIVE

name
address
city/state/zip
email

A/P -- INVOICE PAYABLE TO

name
address
city/state/zip
if there are any other names which the invoice could be payable to, please list:
email

FACTOR

name
address payable to
city/state/zip
if there are any other factors which may be used, please list:
email

SHIPPING INFORMATION

FOB
address
city/state/zip
email

TERMS

_____ %	60 days	_____ eom
Required _____ % Damage Allowance to be deducted from all invoices to cover small amounts of breakage, defective merchandise, and customer returns.		
additional terms for new store openings, 1st time orders, and Pack & Hold orders: _____		

CONTACT PERSONNEL

vendor ceo/sls mgr
sales representative
customer service rep
factor contact
shipping contact
other

TELEPHONE NUMBERS / FAX NUMBERS

ceo/mgr #	fax
rep #	fax
cus. serv #	fax
factor #	fax
shipping #	fax
other	fax

HAMRICK'S PACKING POLICY (see Hamrick's Packing/Routing/Invoicing for complete instructions)

- *Pack each store separately with a consolidated packing slip attached to lead carton for each purchase order.
- *The packing slip must consist of the total number of pieces shipped as well as a breakdown by store by style.
- *Each carton must contain only one purchase order.
- *The carton must be made of quality cardboard for conveyability through our system.
- *Shipping label must consist of: P.O. number, STORE number & NAME and DEPT. number and attach to the shortest side of each carton. For palletized shipments the shipping labels must be facing out and clearly visible.
- *No substitutions are allowed (including style, size or color). No Overages are allowed (including individual store overages)
- *All purchase orders scheduled for shipment within the same week MUST be consolidated on one VICS bill of lading.
- *INCORRECTLY SHIPPED MERCHANDISE WILL BE RETURNED TO VENDOR AT THE VENDOR'S EXPENSE FOR FREIGHT IN AND OUT AS WELL AS A HANDLING CHARGE OF \$125.00 PER ORDER PER SHIPMENT AND/OR EXCESSIVE FREIGHT CHARGES. IF MERCHANDISE IS KEPT PER BUYER APPROVAL, THE HANDLING CHARGE OF \$125.00 PER PURCHASE ORDER WILL STAND AS WELL AS ANY ADDITIONAL EXPENSES INCURRED BY HAMRICK'S.**

INVOICING REQUIREMENTS

We will accept: (1) a consolidated invoice for each purchase order including a breakdown for each store by style, or (2) one store and one purchase order per invoice. The applicable purchase order number and store numbers involved must be listed on the invoice.

Send all invoices to: Hamrick's Inc.
Attn: Accounts Payable
742 Peachoid Road
Gaffney, SC 29341

ROUTING GUIDE

Please visit our website at www.hamricks.com or email routing@hamricks.com for the complete Packing/Routing/Invoicing requirements. Hamrick's may make revisions to the Packing/Routing/Invoicing Guide without notice. Please check for updates to the guide frequently either on our website, www.hamricks.com or by emailing routing@hamricks.com

WARRANTIES (see complete Terms and Conditions of Purchase)

Vendor expressly warrants that Vendor is authorized to sell the Merchandise and that all Merchandise furnished pursuant to any contract resulting from any PO shall: (i) be merchantable; (ii) conform to all specifications, samples and other requirements specified by Hamrick's; (iii) conform with all applicable laws, regulations and standards; (iv) be new, not used, refurbished or reconstituted; (v) be original and authentic and will not include any counterfeit, fake, or otherwise fraudulent goods or services; (vi) be free from defects in design, material and workmanship; (vii) conform to any statement made on the containers, labels or advertisements for such Merchandise; (viii) be adequately contained, packaged, marked and labeled; (ix) be fit, safe and appropriate for the purpose for which goods and services of that kind are normally used; (x) be free and clear of all liens, security interests or other encumbrances.

Vendor expressly warrants that it has good title and authority to transfer title to the Merchandise covered by any PO. Vendor further expressly warrants that all Merchandise furnished pursuant to any contract resulting from any PO, and the distribution, sale and use of such Merchandise, will not infringe upon or misappropriate any patent, trademark, copyright or other intellectual property rights of any party in any jurisdiction. These warranties survive any delivery, inspection, acceptance or payment of or for the Merchandise by Hamrick's. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Hamrick's discovery of the noncompliance of the Merchandise with the foregoing warranties. If Hamrick's gives Vendor notice of noncompliance with this warranty provision, Vendor shall, at its own cost and expense, promptly refund Hamrick's cost for the defective or nonconforming merchandise and pay for all related expenses, including, but not limited to, transportation charges for incoming and return of the defective or nonconforming Merchandise and handling/violation charges.

Return Name _____
Address _____
City/State/Zip _____
Contact Person _____ Email: _____
Telephone _____ Fax _____

Any defective or nonconforming Merchandise which totals less than \$60.00 may be disposed of by Hamrick's and cost of same shall be deducted from outstanding invoices. For defective or nonconforming Merchandise that exceeds \$60.00 please provide necessary information listed above to comply with this provision.

The undersigned warrants that he/she is an authorized representative of the above named vendor and agrees that the vendor shall be bound by this Vendor Information and Shipping/Routing/Invoicing/Return Policy. Further, the vendor agrees to supply any required information to complete the return authorization upon request by Hamrick's. Vendor agrees that failure to supply necessary information or otherwise comply with the policies and terms listed will result in vendor being responsible to Hamrick's for costs and expenses, including reasonable attorney expenses incurred by Hamrick's in enforcing the provisions of this agreement. Vendor further agrees that this agreement shall be governed by the laws of the State of South Carolina and vendor submits to the jurisdiction of the Courts of South Carolina in regard to the enforcement of this agreement.

DATE: _____

Signature for authorized representation of vendor (Title)