Vendor Code of Conduct

We believe that consumers should have confidence that merchandise is produced under humane conditions where workers are treated fairly and with dignity and respect. This Code of Conduct is an integral part of our POs, the terms of which must be followed by all vendors and their respective contractors when making products for us. We ask each Vendor to comply with the requirements of this Code of Conduct as follows:

**Forced Labor.** Child, forced, prison, involuntary or indentured labor must not be used or supported.

**Harassment or Abuse.** The workplace must be free from harassment which includes physical, sexual, psychological or verbal harassment or abuse.

**Nondiscrimination.** Workers may not be discriminated against based on gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin.

**Health and Safety.** Workers may not be exposed to unreasonably hazardous, unsafe, or unhealthy conditions.

**Wages.** Wages paid to workers, and pay practices, must meet or exceed legal and industry standards.

**Protection of the Environment.** Vendors and manufacturers must comply with all applicable environmental laws and regulations.

**Myanmar.** No products, or any components (i.e., fabric, “blanks,” tags, or written material) of any products may be produced, manufactured, assembled or otherwise worked on in the country of Myanmar (a.k.a. Burma).

**Conduct Periodic Visits and Audits.** Conduct, and allow us to conduct, periodic announced and unannounced visits to an appropriate sampling of company worksites and facilities of contractors to assess compliance with the workplace standards.

**Corrupt Practices.** Vendor must comply with the U.S Foreign Corrupt Practices Act of 1977, as amended. Vendors will not offer or provide money or anything else of value to any agent of representative of any government or government agency in order to obtain or retain business.

**Written Records.** Vendor and its contractors must maintain written records evidencing compliance with this Code of Conduct and must make those records available to us upon request.

**Improper Influence.** Vendor may not engage in any conduct likely, intending, or appearing to influence improperly any of our employees or representatives in the performance of their job responsibilities. Vendor must refrain from engaging in any conduct that may appear improper or result in a conflict of interest between the Vendor and us.
Table of Contents

VENDOR CODE OF CONDUCT .................................................................................................................. 2

1. PURCHASE ORDERS ......................................................................................................................... 5

PO DETAILS ........................................................................................................................................... 5
  Torrid PO Types ................................................................................................................................. 5
  Terms of Purchase .............................................................................................................................. 6
  Damaged and Defective Merchandise ............................................................................................... 6

2. CONSUMER PRODUCT SAFETY ....................................................................................................... 7
  S.O.C. Requirements ........................................................................................................................... 7
  Lab Reports ......................................................................................................................................... 7

3. TRADING PARTNER MANAGEMENT (TPM) ...................................................................................... 8
  TPM Functionality and Benefits ......................................................................................................... 8
  PO Alerts ........................................................................................................................................... 8
  User Guide ......................................................................................................................................... 9
  Important User Tips ............................................................................................................................ 9
  TPM Step by Step Reference Guide .................................................................................................. 10
  TPM How-to-Guide ............................................................................................................................. 11

4. SHIPMENT PREPARATION ................................................................................................................ 13
  Pre-pack PO Guidelines ..................................................................................................................... 13
  Carton Dimensions ............................................................................................................................. 15
  Carton Construction & Sealing ............................................................................................................. 16
  Material Restrictions .......................................................................................................................... 16
  Carton Labeling ................................................................................................................................. 16
  Carton Packing Instructions: Store and Internet Fulfillment Orders .................................................. 17
  Poly Bag Warning Labels .................................................................................................................. 18
  Special Item Packing and Labeling Instruction – Beauty, Homeware, Intimates, Accessories, Footwear ................................................................................................................................. 19

5. ROUTING GUIDE .............................................................................................................................. 21
  Freight Presentation ............................................................................................................................ 21
  Pallet Requirements ........................................................................................................................... 22
  Distribution Centers ........................................................................................................................... 22
  Freight and Routing Policy ................................................................................................................ 24
  Delivery Appointments ....................................................................................................................... 25
  Bill Of Lading .................................................................................................................................... 26
  Pallet Exchange Program ................................................................................................................... 27
  Shipment of Hazardous Materials/ORM-D ......................................................................................... 27

6. INVOICING ......................................................................................................................................... 28
  Merchandise Invoices .......................................................................................................................... 28
7. VENDOR COMPLIANCE ................................................................. 29
   R.T.V. (Return to Vendor) Process ........................................... 30
   Holds .............................................................................. 30
   D.C.C.B. - Chargebacks ...................................................... 30
   Chargeback Table ............................................................... 31
8. TICKETING, CARDING, TRIMMING AND HANGER REQUIREMENTS .............................................. 32
   Master Trim and Labeling Site ................................................ 33
   Main, Material Content, Care, TSSA, and Beauty Labeling .......... 33
   Preferred Ticket Provider Information .................................... 35
   FineLine Ordering Instructions .............................................. 35
9. PACKING INSTRUCTIONS: STORE AND WEB ORDERS .......................................................... 37
   Sorter Sticker .................................................................. 37
10. MERCHANDISE PREPARATION ......................................................... 37
    Quality Control ................................................................ 37
    Country of Origin (COO) ..................................................... 38
11. KEY CONTACT INFORMATION .......................................................... 38
12. INTELLECTUAL PROPERTY ................................................................. 38
    Vendor Intellectual Property Rights ..................................... 38
    Our Intellectual Property ................................................... 39
    Limited License for Torrid Intellectual Property ....................... 39
13. GLOSSARY OF TERMS ................................................................. 40
1. Purchase Orders

Our goal is to enhance our management of the supply chain and efforts to deliver the correct merchandise to our stores in a timely manner through the proper execution of our Purchase Order (PO) process.

Our responsibility in this process is to:

- Create POs on time.
- Specify the exact quantity of each SKU the vendor is to produce.
- Communicate all changes through a revised PO.

The vendor’s responsibility in this process is to:

- Verify that all information contained in the PO is correct.
- Communicate any discrepancies on the PO with the buyer immediately.
- Follow the Vendor Manual completely and accurately.
- Ship merchandise to arrive within the assigned delivery window.

PO Details

Any quantity received in excess of the quantity ordered will be considered unsolicited merchandise and may be returned without payment, the vendor being responsible for any additional expenses incurred.

We reserve the right to return POs to the vendor with shortages greater than 5% of the ordered quantity.

Each PO will state a ship window (“Not to arrive before date” and “Canceled if not received by date”). All shipments are expected to arrive within the given dates.

- The “Not to arrive before date” on the PO is the earliest date we will accept the PO shipment.
- It is the vendor’s responsibility to forecast transit time in order to ensure merchandise arrives by the cancelation date.
- Shipments arriving after the cancelation date detailed in the PO may be refused and returned at the vendor’s expense.

Torrid PO Types

There are several types of Torrid POs. Your PO type can be viewed by:

1. Accessing TPM
2. Clicking the “PO” Tab
3. Entering your PO number in the PO lookup box
4. You will find your PO type in the top right portion of the page under “Category”
PO Type | Meaning
---|---
TDSS | Torrid Store Stock
TDIN | Torrid Internet

For information regarding Belk POs, please view Section 10 – Belk Wholesale Process.

Terms of Purchase
Before accepting any PO from us, a vendor is responsible for making themselves fully aware of all Terms and Conditions agreed upon at the time of vendor set up.

Damaged and Defective Merchandise
We are committed to providing our customers with the highest quality merchandise possible. Merchandise found to be defective with regards to material or workmanship may be returned at our discretion and the vendor’s expense.

We will not return damaged and defective merchandise found at the store level except for quality control issues. To cut down on the cost and labor associated with this process, for the benefit of both the vendor and us, a damaged/defective allowance will be taken on every Purchase Order.

Below is the damage and defective allowance discounts applied to each Purchase Order based on category.

- **Accessories** – 2%
- **All Other Departments** – 1%
- **Fashion Apparel** – 1%
  - (Depts. 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 62, 63, 64, 65, 66, 67, 68)
- **Jewelry Department Orders** - 2%
  - (Depts. 61)
- **License/Music Apparel** – .5%
- **Music Apparel** – .5%

**Torrid**
- **Torrid Store Discount** – Torrid POs only - 3%

Torrid deducts a 3% discount on all Purchase Orders. This discount funds a share of the costs associated with business expansion in new and existing Torrid stores and on Torrid.com. As business partners, we feel it is in our mutual interest to continue to grow and expand our availability to new customers. These terms apply to all vendors and all POs.
2. Consumer Product Safety

Product safety is a top priority and we want to be assured all products available for sale to customers are safe and meet all federal and state requirements. As the supplier to our company, you are responsible for being informed about how to comply with all rules, bans, standards, laws and regulations applicable to your products, including U.S., Canada and State laws (e.g. California Prop 65), the Consumer Product Safety Improvement Act of 2008 and any other rule or law enforceable by the U.S. Consumer Product Safety Commission (CPSC).

A Statement of Conformity (S.O.C.) is required for all merchandise. Certain adult wearing apparel determined exempt from testing under CPSC’s flammability do not require a Statement of Conformity to be submitted. Merchandise exempt from S.O.C.s are: adult tops, pants, shorts, skirts, dresses, and leggings.

In order to obtain a copy of the S.O.C. form, please email Vendor Central at VendorCentral@hottopic.com. The form must be filled out and submitted to SOC@hottopic.com one (1) week prior to contacting the Traffic Department to schedule a delivery appointment. Please note that S.O.C.s submitted less than one week before contacting Traffic may result in a chargeback of $750 per shipment.

Because we use an automatic system to upload the S.O.C. we can only accept our version of this important document.

S.O.C. Requirements

- Must be in English
- One item# per S.O.C. submitted (not the SKU #)
- No scanned/handwritten copies, only PDFs
- Do not save over existing S.O.C.s
- Only Adobe Reader XI or higher
- Manufacturer/importer and third-party lab (when necessary):
  - Name
  - Address
  - Phone number
  - Date and place where the product was manufactured
  - Date and place of testing.
  - Contact information for the person maintaining test records.
  - Each applicable regulation test.
- SOC form must be the first page of merged PDFs
- Must be submitted annually. Any SOCs on file over a year old are considered invalid and expired.

Lab Reports

In addition to S.O.C.s, vendors shipping Children’s Products, Jewelry, Hair and Fashion Accessories, and Halloween items must submit third party certified test reports declaring that the
merchandise meets all applicable regulations. If an item is re-ordered under the same style number, and the S.O.C. and lab report on file is less than 12 months old, a new lab report does not need to be submitted. **Lab report must be merged in the same PDF file as the S.O.C. (S.O.C. being the leading page) and submitted to SOC@hottopic.com 2 days prior to scheduling appointment for shipment. Chargeback of $750 will apply if lab report is not correctly on file.**

**Children’s Products**

- Include plush items, toys, apparel, etc. that are “primarily intended” for children 12 years or younger.
- Require third party test reports from an accredited CPSIA lab
- Must have permanent “Tracking Labels” attached

**Jewelry and Fashion Accessories**

- Include head and body jewelry, pins, hair accessories, handbags, purses, wallets, belts, shoes, etc.

### 3. Trading Partner Management (TPM)

Trading Partner Management (TPM) is a free, web-based software system used to communicate Purchase Order details and chargeback activity to our vendors.

**Requirements for Use:**

- Internet access (Internet Explorer versions 5, 7, & 8 or Google Chrome IE Add-On)
- Windows ’98 or above
- Adobe Acrobat, downloadable for free at [www.download.com](http://www.download.com)
- A laser printer (Zebra printers are optional)
- Well-trained warehouse and PO contacts, as both will use the system

**Note: TPM is not currently compatible with Mac Computers.**

#### TPM Functionality and Benefits

The system allows vendors to:

- Manage POs
- View, Print, Accept, or Decline POs
- Receive alerts for new POs, updates to POs, and chargebacks
- PO information is transferred in real time and up-to-date
- Manage chargebacks
- Print carton labels with barcodes that reflect carton contents
- Transmit Advance Shipping Notices (ASNs) to us

#### PO Alerts

A maximum of two (2) users on a vendor’s account can receive e-mail alerts when:

- A new PO is generated
- An existing PO has been modified
• A chargeback has been issued for a violation

Once a PO is generated, the vendor can access the TPM site to accept or decline a PO. It is important to note that the vendor is required to view and accept/decline a PO if a buyer initiates any changes to the PO.

**Rather than declining a PO,** communicate the reason for declining to the buyer. The buyer then has the option of updating the PO to meet the vendor’s request.

**User Guide**

The TPM user guide is not intended to recommend operational or business procedures, but rather to provide our vendor community instructions on how to utilize basic TPM functions. This guide is solely for the use of our vendors.

When signing into TPM, please note that each user you add to your account is assigned a role that determines what they can access and edit within TPM. The abilities of each role are defined below.

**The “User” Role**

- Build Cases
- Print labels
- Delete/undelete cases
- Create new shipment
- Add cases to shipment
- Print documents
- CANNOT: Accept/decline a PO, change/add/delete users, update shipment to pending or dispatch a shipment

**The “Supervisor” Role** (can perform every function as the User role as well as)

- Update shipment to pending
- Dispatch a shipment
- CANNOT: Accept/decline a PO, change/add/delete users

**The “Administrator” Role**

- Performs all functionalities

**Important User Tips**

- Pay special attention to which users have the “Contact” box check marked to receive PO alerts as only two will be allowed this option.
- Disable all built-in spam and pop-up blockers, as they can prevent PO alerts from reaching the intended e-mail recipient. Pop-up blockers will also interfere with the vendor’s ability to print case labels.
- When using the copy/paste feature, please be aware of spacing. Leaving a space before/after a password or User ID could cause a failure or error message.
TPM Step by Step Reference Guide

TPM Link
https://tpm.hottopic.com/TPM/SignIn.asp

Accepting Purchase Orders
1. Click the “PO” tab
2. Click “List”
3. Select “PO”
4. Click “Accept”
5. Select “Accept” from drop down
6. Click “Save”

Building Cases
Note: In order to begin you must know the number of units packed in your cases and build your cases one SKU at a time.
7. Click the “PO” tab
8. Enter the PO number in the “PO Lookup”
9. On the “PO Details” Page, Click “Build Cases”
10. Enter the Number of Cases for the first SKU you are building. Do NOT use “Build Remaining” and build only one SKU at a time. Mixed SKUs are not acceptable.
11. Enter Case Quantity (units in an individual carton)
12. Click “Save” after each line
13. Repeat steps 11, 12 and 13 until all cases are built
14. Click “Fulfillment”
15. Click “Inventory”
16. Enter the PO number in the PO field
17. Click “List”
18. Click “Print all LPNs”

Note: To bypass pop-up blocker, hold the Ctrl key down, click Print, and continue holding down the Ctrl key until the document appears.

Creating a Shipment
19. Click “Shipping”
20. Click “New Shipment” – Please note you may get the following error at any point after you create a shipment: “A system error occurred (MSXML4 CAB File did not download properly). Please contact the system administrator” This does not affect the TPM process and you should be able to finish all the steps.
21. Select your shipment destination (must match the Ship to location indicated on PO: CADC for City of Industry, CA or TNDC for La Vergne, TN)
22. Click “Next!”
23. Fill in the indicated fields: Ship method (choose “Ocean, Air, or Land”), PO, Estimated Cases, Estimated Weight, Estimated ship date, Estimated delivery date, and Carrier.

24. Click “Save”
25. Click “Add LPNs”
26. Enter the PO number
27. Click “List”
28. Click “Add All LPNs.” Once you add all LPNs, you will see that there are no more LPNs to add to this shipment.
29. Click “Exit”
30. Click “Update to Pending” twice
31. Click “Ok” on the prompt window
32. Optional – “Print Documents” for a packing list
33. Click “Update to Shipped” twice and then click “Ok” on the prompt window.

Note: Step 33 transmits the ASN and once this is step is performed no changes can be made. We suggest vendors not ‘Update to Shipped’ too far in advance of physically shipping the merchandise. Make sure all POs are “Updated to Shipped” before contacting the Traffic Department for an appointment or booking with OOCL Logistics. If one of the POs is not updated, Chargeback Code 10 may be assessed (See Chargeback Table on page 23).

TPM How-to-Guide

Creating a New User
1. Click on the “Administration Tab”
2. Under this tab, select “Organizations”
3. Go to the “Users” tab
4. Click on “New User” (blue hyperlink)
5. Enter your Location ID (Company ID #)
6. Click “Next”
7. Fill out all the necessary information

Note: This is an Administrator only function.

Re-setting a Password
1. Click on the “Administration Tab”
2. Under this tab, select “Organizations”
3. Go to the “Users” tab and select “List”
4. Select the User that must be reset
5. Un-check the “Disable” box
6. Enter a new password for the User
7. Check the “Password to Expire” box
8. Click “Save”

Note: This is an Administrator only function.
Locating Purchase Orders

Option 1:
1. Click on PO Tab in TPM
2. Enter PO# in PO lookup box
3. Click “Go”
4. This will generate a specific Purchase Order

Option 2:
1. Click on PO Tab in TPM
2. Click on “List”
3. This will generate all your Purchase Orders

Note: You will be able to sort by PO status; however, all new POs will be noted on the last page.

Printing Purchase Orders

1. Click on the PO Tab in TPM
2. Enter the PO# in the blank PO Box
3. Click “Go”
4. Click “Print PO”
5. A PDF file will generate with the Purchase Order

Note: To bypass pop-up blocker, hold the Ctrl key down, click Print, and continue holding down the Ctrl key until the document appears.

Deleting an LPN (Carton Label)

Only if you have NOT created a shipment for a PO, please follow these steps:
1. Go to the “Fulfillment” tab
2. Select “Inventory”
3. Enter the PO# in the blank PO Box (next to the “Sort By” drop-down tab)
4. Click on “List”
5. This will generate all LPNs created in “Build Cases”
6. At this point, you can locate an LPN with an incorrect quantity, highlight it and delete it by clicking “Delete Selected LPN”
7. If you wish to start all over, click on “Delete All LPN’s”

Note: You must remove and dispose of any LPNs that were already printed and applied to the carton before you deleted them in our system. They will be unreadable by our automated scanner and may result in a chargeback.

If you have created a shipment for a PO and have added the LPNs to the shipment:
1. Go to the “Shipping” tab
2. Select “More Criteria”
3. Enter the PO #
4. Click on “List”
5. Click corresponding shipment number.
6. If the shipment is in “Pending” status, please “Update to Loading”
7. Click LPNs tab and click “List”
8. Click “Remove all LPNs”
9. After removing the LPNs from the shipment, follow steps above starting by going to the “Fulfillment” tab

Looking up Chargebacks:
1. Click on “Chargeback” tab
2. Enter the Chargeback ID # in the Lookup Box
3. Select “Go”
4. Chargeback information will appear

4. Shipment Preparation

The ability to efficiently process shipments of cartons through our automated facilities is highly dependent on vendor compliance. Non-compliance results in additional time and labor to expedite merchandise through the supply chain.

Pre-pack PO Guidelines

What is a Pre-Pack?

Pre-pack is a predetermined assortment of a style. Pre-pack consists of a size array for a given item communicated in the purchase order as a single shipping unit.

PO Details:

How to identify if your order is a pre-pack?

TPM will list the pre-pack description as well as the units per pack for the specific size. This information will also be included in the Purchase Order print out.
Packing Procedures

Pre-packed quantities should be poly bagged as **one** as stated on the PO. Do not poly bag each individual unit inside of the poly bag. There is no limit to the number of pre-packs in one case. Merchandise preparations for folding guides are to be followed as outlined in section 10.

Pre-Pack Label Placement

When ordering price tickets, FineLine will provide a roll containing a pre-pack SKU labels only on POs with pre-packs. The pre-pack SKU label is required in the middle of the master poly bag for those containing pre-packs.
If the purchase order has only one pre-pack per carton, pre-pack label must be placed on the top corner above the TPM label.

**Carton Dimensions**

Carton size and weight requirements are established to maximize product flow. The requirements listed below apply to all cartons shipped to our Distribution Centers. It is imperative that cases do not deviate from these specifications as cases too large will not pass through our conveyor system and cases too small will not scan.

<table>
<thead>
<tr>
<th>Dimensions</th>
<th>Length</th>
<th>Width</th>
<th>Height</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum</td>
<td>12 inch. (30 cm.)</td>
<td>12 inch. (30 cm.)</td>
<td>6 inch. (15 cm.)</td>
<td>2 lbs. (1 kg.)</td>
</tr>
<tr>
<td>Maximum</td>
<td>26 inch. (66 cm.)</td>
<td>19 inch. (48 cm.)</td>
<td>12 inch. (30 cm.)</td>
<td>40 lbs. (18 kg.)</td>
</tr>
</tbody>
</table>

Correct location for Pre-pack SKU Sticker. The sticker goes on the outside of the master poly bag. This pre-pack contains multiple units.
Carton Construction & Sealing
Always use sturdy quality cartons. Inferior cardboard and under or over packed cartons may either collapse during transit or adversely affect the scanning capability of labels.

Material Restrictions
Due to the sensitivity of the automated material handling equipment in our facilities, vendors may NOT use the following materials to seal the exterior of each carton:

- Twine or String
- Staples or any other metal objects—may come loose.
- Straps or bands—tend to slacken and get caught in the mechanized equipment.

Carton Labeling
To easily identify, sort and process the products, we require that each carton be properly marked and have an original TPM label properly placed. Due to the fact that cases are first acknowledged in our system after the TPM barcodes have been scanned, it is essential that the information programmed into each label EXACTLY matches the contents of the case. Should any new items be added to a previously labeled carton, vendors are responsible for printing a fresh and accurate TPM label.

While printing TPM labels, as a vendor you should:

- Use self-adhesive labels that are 4x5 inches for laser printers or 4x6 inches for label printers. Self-adhesive labels for laser printers, such as Avery label 5353, may be purchased from any office supply store.
- Refrain from using labels printed on regular paper and applied to cases with tape, as they do not comply with our scanning technologies and will result in a chargeback.
• Ensure that TPM barcodes are printed with 100% quality. Barcodes that are faded, cut off, or have obvious imperfections will not scan properly and result in a chargeback.

While placing labels on the cartons, please note that:

• Altering information printed on the TPM labels with pen, white out, or any other means does not affect the information stored in the barcodes and is thus, an unacceptable alternative to printing a new label.

• No barcode other than the TPM label should be printed on the length side of the carton. A single TPM label should be placed on one length side only. Duplicate barcodes of any sort on either length side cause rejection in the automated reading system.

• Carton markings are unnecessary but permitted.

• Any labels or barcodes intended for manufacturing purposes must be limited to the width side of the case, or otherwise covered with blank, solid stickers or defaced prior to shipping.

• TPM labels must be placed securely in the top right hand corner of the length side so that the edges of the label meet the corner of the carton. Reference the image below. Please observe that the label is also placed straight up and down, not at an angle.

• If your cartons are equal in length and width, apply the TPM label on the side in which the top flap opens towards the label.

• **Failure to apply carton labels correctly will result in a chargeback of $10/per case (minimum $100). Please see Chargeback Table 7.4, Code 56.**

---

**Carton Packing Instructions: Store and Internet Fulfillment Orders**

We understand that sometimes packing and/or protective materials are necessary to ensure proper presentation. However, in an effort to be environmental friendly, cut your costs and reduce labor for all parties, we are requiring that vendors do not use any excessive or unsustainable packing material that we are obliged to remove at our Distribution Centers or stores.

We insist that when following the required packing procedures, vendors confirm that:

• All apparel and accessories are individually poly bagged.

• Items inside of a pre-pack master poly bag are not individually poly bagged.

• Items within the same case are packed in bulk by SKU.

• Each item is packed with the barcode facing out/visible in order to be easily scanned while being processed through our DC.
- Cases are to contain merchandise from one PO only.
- Poly bags MUST be sealed.

**Poly Bag Warning Labels**

All *individually* poly bagged merchandise should have all the following warning labels in **BOLD** and in **black ink**. This includes items in both internet and store stock POs.

<table>
<thead>
<tr>
<th>Language</th>
<th>English</th>
<th>Spanish</th>
<th>French - Canadian</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>English</strong></td>
<td>WARNING – To avoid danger of suffocation, keep away from babies and children. Do not use in cribs, beds, carriages, or playpens. THIS BAG IS NOT A TOY.</td>
<td>AVISO – Para evitar peligro de asfixia, mantener fuera del alcance de los niños y de los bebés. No usar en cunas, camas, carriolas o corrales. ESTA BOLSÁ NO ES UN JUGUETE.</td>
<td>ATTENTION – Pour éviter tout risqué de suffocation gardez a l’ecart des bébés et des enfants. Ne pas utiliser dans les crèches, lits, landaus ou parc a bébé. CE SAC N’EST PAS UN JOUET.</td>
</tr>
</tbody>
</table>

**Exceptions:**
- Master poly bags or poly bags with multiple items that are used only for the protection of items during the shipping and handling process do not require this label (for example master pre-pack poly bags).
- Poly bags smaller than 5” x 5” in size do not need the warning label.

**The font size for the warning must be bigger for larger bags, as follows:**

<table>
<thead>
<tr>
<th>Total Length + Width (inches)</th>
<th>Font Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greater than 60”</td>
<td>24 Point</td>
</tr>
<tr>
<td>40” to 59”</td>
<td>18 Point</td>
</tr>
<tr>
<td>25” to 39”</td>
<td>14 Point</td>
</tr>
<tr>
<td>Less than 25”</td>
<td>10 Point</td>
</tr>
</tbody>
</table>
Special Item Packing and Labeling Instruction – Beauty, Homeware, Intimates, Accessories, Footwear

**Beauty and Homeware**

- Fragile items should be packed with care to ensure that they remain in good condition during transit. For example, all glass items (nail polish, pictures frames, candles, etc.) should be wrapped in either bubble wrap or paper to ensure that they do not break or crack.
- Glass cups are required to be packed in inners of 4.

**Bottled Products (Diameter Smaller Than 7/8 inch.) and Eye Pencils**

- Affix an adhesive price sticker sideways at the bottom end of the item. On pencils, the sticker should prevent the cap from being opened. Do not cover the COO or any content information.
Intimate Apparel – Bras, Bandeaus, Bustiers, Corsets, Panties, Shapewear, Lingerie, Sleepwear

- Intimate Apparel should be poly bagged individually.
- Panties on lingerie sets should be swift tacked to the back of the garment at the top of the back, not through the shoulder straps.
- **Packing Bras: Use the below photograph as the guide.**
  - Pack all bras horizontally.
  - Put tissue balls in between the cups, in the first bra at the front of the carton (cups touching the box).
  - Put tissue balls in each cup in the last bra at the back of the carton.
- **Long lines/lingerie (bustiers, corsets, babydolls, chemises):**
  - Pack vertically.
  - Put tissue balls in each cup.
  - Alternate the direction of each unit.

![Image of packing bras]

Accessories

- Adhesive price sticker should cover any existing manufactures barcode.
- License items should arrive on licensors carding.
- All accessories should use an accessory tag.
- For all private label jewelry carding, check with BrandLabeling@Torrid.com

Footwear
- Shoes should be either boxed or poly bagged individually (except Slippers on carding)
- **All shoe boxes must come with a rubber band around them.**
- For all shoes, the COO must have the following information and be printed on the inside of the shoe. If there isn’t a place to print, please use a sticker on the outsole.

![Shoe Box with Information](image)

- Two sets of price tickets are required for footwear. Affix one adhesive price sticker to the left/short end of the box in the bottom right corner. The shoe detail sticker should be placed above that. Affix the second price sticker to the bottom right shoe for floor display

5. **Routing Guide**

We understand that multiple individuals within a vendor’s organization are involved in the routing process. The vendor is responsible for ensuring all individuals and third parties involved are knowledgeable of the guidelines and adhere to the requirements.

**Freight Presentation**

Freight tendered and presented must be sorted and segregated on standard four way pallets by

- Distribution Center (CA or TN)
- PO(s)
- SKU prior to arrival at the dock.
It is the vendor’s responsibility to unload their own truck. Vendors cannot work their freight on
dock for any reason. Do not “shot gun” (mix POs) when loading the cases into the trailer/pallet. If
multiple POs are stacked on the same pallet, separate the POs by using a slip sheet or
cardboard.

To facilitate the systemic receiving process, please shrink wrap the pallet with the TPM labels
facing outward. Only when a vendor must employ an excess of pallets to accommodate ill-
fitted cartons while following this instruction, can a vendor be allowed an exception. In this
case, the vendor should stack as many cartons with labels facing outward as their structure and
pallet allows. If an order contains pre-packs, those must be stacked on the top of the pallet.

Due to both the height restraints on trucks and weight limitations of cartons, pallets should not be
stacked higher than eight (8) feet. Pallets cannot be double stacked.

Pallets must not be loaded into the trailer sideways preventing the receiving team from
unloading the pallets with a pallet jack. If loaded sideways, vendors are subject to Chargeback
58.

**Pallet Requirements**

To streamline the receiving process, vendors are required to use four-way stringer pallets. An
example of a four-way stringer pallet:

![Four-way stringer pallet](image)

Four-way block pallets are not required, but preferred if available.

**Distribution Centers**

Torrid currently utilizes three warehouse locations located in City of Industry, CA (CADC), La
Vergne, TN (TNDC), and West Jefferson, OH (OHDC) to receive and process orders. Refer to the
shipping location listed on the PO to know which of our warehouses the order will be going to.

Shipping destination must be confirmed with the Traffic department at the time vendors
schedule their appointment for delivery (see section Delivery Appointments section for more
information).

**See addresses for our CADC, TNDC, and OHDC below:**
3PL and Consolidation Program

Torrid uses a third party location (3PL) to consolidate CA originated shipments destined for the TNDC. See details of our Consolidation Program below:

- All domestic/DDP (Delivery Duty Paid) vendors shipping TN POs from within CA are eligible for our 50/50 (see Freight and Routing Policy for more information on 50/50 split freight charges). Consolidation Program. The Consolidation Program is a cost-saving program in place to prevent vendors shipping from California to have to ship their TN POs directly to our TNDC.

- If your TN POs total 10 cartons or less:
  - Ship the cartons prepaid to our CADC.
  - Once received at our CADC, we will move the cartons to our TNDC for you.

- If your TN POs total more than 10 cartons:
  - Ship the POs prepaid to our 3PL:
    - The POs must be on four-way block pallets. Standard four-way pallets or two-way pallets will not be accepted.
    - Place a placard (a piece of paper can be used) on all 4 sides of the pallet. The placard must:
      - List all POs on the particular pallet.
      - Include the brand the POs are for (Hot Topic, BoxLunch, Torrid, Her Universe).
      - Do not cover any TPM labels.
    - Do not deliver CA POs to our 3PL. The Consolidation Program is for TN POs only. The 3PL is not liable for CA POs delivered to their warehouse. The vendor will incur Chargeback 51 to ship the PO(s) back to the correct DC if CA POs are delivered to the 3PL.

- Other Important Consolidation Program Information:
  - If multiple POs are placed on a pallet, please use a slip-sheet or cardboard to separate the POs.
  - Pallet height should not exceed 8 feet tall.
  - Vendors will still schedule appointments with our Traffic Team. Do not contact the 3PL to schedule delivery appointments.
- Vendors shipping outside of the TN ship zone with a FTL (Full Truck Load) shipment of only TNDC POs will instead ship directly to our TNDC with freight charges split on a 50/50 basis.
- Vendors shipping hazmat items must have their MSDS sheets on file prior to delivering their POs.
- Questions? Please reach out to Traffic@ hottopic.com or VendorCentral@hottopic.com.

Follow the below flow chart to determine where to ship your POs.

Freight and Routing Policy

Our standardized freight and routing policy will support shipping to multiple DCs when necessary.

**Prepaid Shipments (Freight Charges Paid 100% by the Vendor)**
- All shipments sent from within the state of California to the California DC (CADC).
• All shipments sent from within the Tennessee Ship Zone to the Tennessee DC (TNDC).
  o The Tennessee Ship Zone consists of: Tennessee, Kentucky, North and South Carolina, Georgia, Alabama, Mississippi and Arkansas.

**Freight Charges Split on a 50/50 Basis**

• This 50/50 split includes all shipments to CADC and TNDC that originate outside of California and Tennessee shipping zones.
• The 50/50 freight terms also apply to all shipping charges incurred by freight moving from the California consolidator to TNDC.
• The 50% freight deduction will be taken from the vendor’s invoice.
• 50% freight charge is based on the reported CBF (cubic feet) by the vendor at the time of requesting an appointment, any variance could result in a chargeback of $10 per carton.

Vendors that have been authorized to ship freight COLLECT must ship via the designated carriers. By using the designated carriers, we will ensure the best available rates for all parties.

Under no circumstances will the company:

• Pay individual freight invoices from the vendor.
• Authorize or accept C.O.D. (Collect on Delivery) shipments from a carrier.
• Honor charges appearing on a merchandise invoice from the vendor for minimum shipments, insurance, tracking, delivery, confirmation, packing, crating, pallets, hangers, cases or any other miscellaneous shipping issues.

When tendering the freight to the assigned carrier, load it by distribution center (CA or TN), by PO and by SKU to keep the integrity of the shipment.

**Delivery Appointments**

*All non-FOB deliveries, regardless of the number of cases or method of transportation (containers, LTLs, or FedEx and UPS), must be scheduled for an appointment at least fourteen (14) days prior to the cancel date on the PO.*

• Any deliveries made without an appointment may be rejected or subject to a $500 chargeback.
• Vendors that make an appointment then miss it without proper notice are subject to a $500 chargeback.
• Deliveries made via FedEx, UPS, etc. do not have to deliver by a certain time, however, it is the vendor’s responsibility to make sure the POs get delivered on the day of the appointment. If you need to reschedule or cancel your appointment, it must be done (2) business days in advance. When cancelling your appointment, please note it must be done at least 24 hours in advance to avoid a $500 chargeback.

**Vendors should contact the Traffic Department to schedule an appointment only after:**

• An S.O.C. for each item being delivered has been received by our Consumer Product Safety Department (S.O.C. requirements can be found in Section 4.1).
• The TPM process has been completed for all POs. Updating your PO(s) to “Shipped” status generates an ASN for the Traffic Department. Requesting an appointment prior to updating your PO to “Shipped” status will result in Chargeback 10.

Please email Traffic@hottopic.com when scheduling an appointment. Use the Delivery Appointment Request Form if you are shipping from within California and the Routing Request Form if you are shipping from outside of California. In the email, please include the vendor name and the shipment ready-date in the subject line of the email. Vendor delivery forms can be obtained by emailing Traffic@hottopic.com.

You will need the following information to complete the vendor delivery forms:

• PO Numbers
• Number of cartons by PO
• Estimated weight of cartons by PO
• Ship from address
• Number of CBFs (cubic feet) by PO

**Important Notes Regarding Routing**

• Appointments should be made so deliveries arrive either Monday, Tuesday, or Wednesday in the same fiscal week as your cancel date.
• LDP vendors must book at least 2 weeks in advance of cancel date unless otherwise specified by buyer.
• Due to the amount of delivery appointments requested in a given day, delivery appointment requests emailed after 2 PM PST will be scheduled the following day.
• Appointments for both CADC and TNDC will be made at the same time.
• Unapproved early deliveries are subject to an R.T.V (page 23) due to limited space in the distribution center.
• We allow a post 30 minute grace period for making your appointment times. For example, if your appointment is at 3:30, you have until 4:00 to check-in. Deliveries that arrive later than the 30 minute grace period for their appointment are subject to a $250 chargeback.

**Bill Of Lading**

Either a Bill of Lading or an Airway Bill (AWB) must accompany any shipment other than ground parcel that has been arranged by the vendor. Multiple POs shipped to the same location, on a given day, must be listed on one Bill of Lading. The following is a list of minimum information required for each PO on the Bill of Lading:

• Number of Cartons
• Purchase Order Number
• CBFs (cubic feet)

Any shipment in which the Bill of Lading does not provide the required information may be refused at our discretion and returned at the vendor’s expense.
Pallet Exchange Program

When a vendor's freight carrier unloads pallets at the docks, we will offer an even pallet exchange program in which the vendor receives pallets in return. The program is intended to provide cost savings for both the vendor and us.

Exchanges will only transpire at the time of delivery. Therefore, the vendor’s carrier(s) may not return at a later time to complete the exchange.

Shipment of Hazardous Materials/ORM-D

All vendors must abide by either the Code of Federal Regulations (49 CFR) or the International Air Transport Association Regulations (I.A.T.A.).

Requirements for Hazardous Material Shipments

- Submit Material Safety Data Sheet to MSDS@hottopic.com prior to shipping merchandise.
- Reference our SKU# when submitting Material Safety Data Sheet.
- Package the merchandise according to 49 CFR, part 173 and 178.
- Mark cartons according to 49 CFR or I.A.T.A.
- ORM-D labels should be placed securely in the left hand corner of the length side of the carton, opposite the TPM label. Reference the image below.
- Chargeback of $750 will be issued if MSDS is not on file before delivery (See Chargeback Table 7.4)
6. Invoicing

Torrid is committed to paying each Vendor’s invoice on time. The following section outlines the procedures that vendors need to follow to enable Torrid’s adherence of this commitment.

**Merchandise Invoices**

Merchandise invoices should be emailed to Accounts Payable (A/P) the day the merchandise leaves the vendor’s facility. *Invoices received after 90 days from shipment date are subject to a processing fee.* Please do not attach invoices to shipment.

The email and mailing addresses for our A/P department are listed below:

- Email: APinvoices@torrid.com
- Torrid Merchandising, Inc.
  P.O. Box 60014
  City of Industry, CA 91716-001
  E-fax: (626) 956-0653

- One invoice per PO.
- Each invoice must reflect the TPM PO information.
  - Unit cost, extended cost, total units and total invoice cost must match the PO.
- For POs with multiple sizes, invoices must have individual line items broken down by size, including PPK’s by size, with a subtotal of the quantities.
- Vendor name on invoice must reflect the name on the TPM PO.
- Torrid will not recognize any freight charges added to merchandise invoice.
- Invoice for samples requiring payment must be sent directly to the buyer.
- **Invoices not reflecting the above will not be processed for payment.**

**Codes on Check Remittance:**

*Codes/abbreviations are defined below:*

- **RTV:** Return To Vendor. For any questions related to the authorization you may directly contact the buyer.
- **DCCB:** Distribution Center Compliance Charge Backs is a violation related to a shipment.
- **DMG/DISC:** Damage or Discount deduction is a pre-negotiated percentage. For clarification, please contact buyer directly.
- **FRT50/50**: Freight deduction is the vendor’s share of freight from the vendor’s drop off point to another Distribution Center. Questions regarding the deduction should be sent to the Traffic Department at Traffic@hottopic.com.

<table>
<thead>
<tr>
<th>Code</th>
<th>Definition</th>
<th>Contact for Questions</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>RTV</td>
<td>Return to Vendor</td>
<td>Buyer</td>
<td>Refer to your TPM PO</td>
</tr>
<tr>
<td>DCCB</td>
<td>Distribution Center Chargeback</td>
<td>Vendor Central</td>
<td><a href="mailto:VendorCentralTorrid@torrid.com">VendorCentralTorrid@torrid.com</a></td>
</tr>
<tr>
<td>MD</td>
<td>Markdown Allowance</td>
<td>Buyer</td>
<td>Refer to your TPM PO</td>
</tr>
<tr>
<td>DMG</td>
<td>Damage Allowance</td>
<td>Buyer</td>
<td>Refer to your TPM PO</td>
</tr>
<tr>
<td>FRT 50/50</td>
<td>Freight Allowance</td>
<td>Traffic Department</td>
<td><a href="mailto:Traffic@hottopic.com">Traffic@hottopic.com</a></td>
</tr>
<tr>
<td>Disc</td>
<td>Torrid New Store Allowance 3%</td>
<td>Buyer</td>
<td>Refer to your TPM PO</td>
</tr>
<tr>
<td>LAX</td>
<td>Air Shipment</td>
<td>Imports Team</td>
<td><a href="mailto:Imports@hottopic.com">Imports@hottopic.com</a></td>
</tr>
</tbody>
</table>

**Terms and Conditions for Payment**

Net 60 is the minimum payment terms Torrid will allow.

All terms and conditions of payment begin when the merchandise is received and verified at the corresponding DC, as detailed in the PO.

Payment will be based on the verified quantity received by the DCs, not from the vendor’s ASN or the packing slip quantities.

**All payments are issued by ACH (Automated Clearing House) only.**

If payment is not received within payment terms, please notify A/P Department by email at APMerchandise@torrid.com or by telephone at (626) 839-4681, Option 5.

A/P department should be notified of all chargeback disputes in writing. The time limit for a dispute is 90 days after payment date. Any dispute after 90 days from payment date are subject to a processing fee.

Vendors choosing to utilize or change their factor:
- Accounts Payable should be notified immediately by email.
- When entering a new assignment a written authorization stating the terms of agreement is required.
- If change in assignment, a written authorization from both the vendor and the original factor, stating the terms of the new arrangement is required.
- When terminating an agreement, A/P will require a termination letter from original factor.

**7. Vendor Compliance**

Compliance guidelines are designed to promote the movement of merchandise through the supply chain in an efficient and expeditious manner.
R.T.V. (Return to Vendor) Process

In the event that merchandise does not meet federal and state laws and regulations, global compliance, quality expectations and/or cannot be successfully processed within the DCs, the vendor must provide an R.A. (Return Authorization) number within one (1) business day after being notified of the return.

Fee for processing and handling of a return, $250 – per PO.

Upon authorizing the return:

- **Delivery:** If the vendor chooses to have their merchandise delivered back to them, they must provide the following information:
  - RA#
  - Contact Name
  - Shipping Address
  - UPS Account # or Pick-Up

- **Merchandise on hold exceeding 24 hours are subject to storage fees**
- **Pick-up:** Before retrieving their merchandise, the vendor must allow two (2) business days from when the R.A. number was submitted for us to process paperwork.
- It is the responsibility of the vendor to arrange the pick-up of the goods.

For RTV inquiries, please contact QualityControlSupport@hottopic.com.

Holds

Unprocessed merchandise due to a hold or return, are subject to storage chargeback after one (1) business day:

- $250 (1 pallet or less) + $100 (each additional pallet) per day

D.C.C.B. - Chargebacks

Please be advised that this Vendor Manual was written to help guide our vendors and avoid chargeback(s). Violations of our procedures stated in this manual result in additional labor costs, paperwork, and more importantly, decreased selling time. The chargeback fee is based on a number of factors, including but not limited to, a number of occurrences, labor and materials required to audit and correct errors.

Vendors should note that:

- Repeated violations will result in escalated chargebacks.
- TPM will send notifications of all chargeback fees.
- There is a $100.00 minimum chargeback fee.
- Inquiries for deductions older than 60 days will be subject to resource availability and may incur a research fee.

For any questions regarding chargebacks, contact the Brand Vendor Central Representative
<table>
<thead>
<tr>
<th>DCCB Code</th>
<th>DCCB Description</th>
<th>Category</th>
<th>Charge Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>ASN – None or Incorrect</td>
<td>Flat - Per Shipment</td>
<td>$250</td>
</tr>
<tr>
<td>11</td>
<td>Delivery Appointment Not Scheduled</td>
<td>Flat - Per Shipment</td>
<td>$300</td>
</tr>
<tr>
<td>12</td>
<td>48 Hour Notice Not Provided for Delivery</td>
<td>Flat - Per Shipment</td>
<td>$250</td>
</tr>
<tr>
<td>13</td>
<td>Freight Presentation</td>
<td>Flat - Per Shipment</td>
<td>$250</td>
</tr>
<tr>
<td>16</td>
<td>Missed Delivery Appointment</td>
<td>Flat - Per Shipment</td>
<td>$500</td>
</tr>
<tr>
<td>30</td>
<td>TOP Samples Late/Missing</td>
<td>Flat - Per Shipment</td>
<td>$500</td>
</tr>
<tr>
<td>31</td>
<td>Tickets Applied Incorrectly or Missing</td>
<td>Per Item</td>
<td>$.50/Unit ($100 Min.)</td>
</tr>
<tr>
<td>32</td>
<td>Incorrect Merchandise Preparation</td>
<td>Per Item</td>
<td>$1.00/Unit ($100 Min.)</td>
</tr>
<tr>
<td>34</td>
<td>Additional Audit or Inspection Required</td>
<td>Per Item</td>
<td>$1.00/Unit ($200 Min.)</td>
</tr>
<tr>
<td>39</td>
<td>Incorrect Inner Pack or UOM</td>
<td>Per Item</td>
<td>$.30/Unit ($100 Min.)</td>
</tr>
<tr>
<td>40</td>
<td>Incorrect/Missing Country of Origin (COO)</td>
<td>Flat - Per Shipment</td>
<td>$750</td>
</tr>
<tr>
<td>41</td>
<td>Incorrect Fiber Content</td>
<td>Flat - Per Shipment</td>
<td>$750</td>
</tr>
<tr>
<td>42</td>
<td>Units Not Poly Bagged as a Pre-pack</td>
<td>Per Shipment &amp; Per Pre-pack</td>
<td>$500 + $10 Per Pre-pack</td>
</tr>
<tr>
<td>43</td>
<td>Packaging Not Matching the Pre-pack Quantities Listed on the PO</td>
<td>Per Shipment &amp; Per Unit</td>
<td>$500 + $1.00 Per Unit</td>
</tr>
<tr>
<td>44</td>
<td>Pre-pack Label Missing or Wrong Label Applied</td>
<td>Per Shipment &amp; Per Pre-pack</td>
<td>$500 + $1.00 Per Pack</td>
</tr>
<tr>
<td>51</td>
<td>Shipped to Incorrect DC</td>
<td>Per Case</td>
<td>$10/Case ($500 Min.)</td>
</tr>
<tr>
<td>52</td>
<td>Carton Not Within Size/Weight Specifications</td>
<td>Per Case</td>
<td>$10/Case ($100 Min.)</td>
</tr>
<tr>
<td>53</td>
<td>Substandard Carton Quality</td>
<td>Per Case</td>
<td>$10/Case ($100 Min.)</td>
</tr>
<tr>
<td>55</td>
<td>Removal of Staples, Straps or String for Cartons</td>
<td>Per Case</td>
<td>$10/Case ($100 Min.)</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Unit</td>
<td>Fee</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------</td>
<td>-------------------------</td>
<td>---------------------------------------------</td>
</tr>
<tr>
<td>56</td>
<td>TPM Carton Label Missing, Not Able to Be Scanned, in the Wrong Location, or Manually Adjusted – For rework, if there are no quantities listed on the outside of cases and the DC is required to open each case and count each unit.</td>
<td>Per Case</td>
<td>$10/Case ($100 Min.)</td>
</tr>
<tr>
<td></td>
<td>TPM Carton Label Missing, Not Able to Be Scanned, in the Wrong Location, or Manually Adjusted – For rework, If there are quantities listed on the outside of carton and DC is not required to count the units inside the box. The PO must have only one SKU.</td>
<td>Per Case</td>
<td>$.50/Case ($100 Min.)</td>
</tr>
<tr>
<td></td>
<td>TPM Carton Label Missing, Not Able to Be Scanned, in the Wrong Location, or Manually Adjusted – For rework, If there are multiple SKUs/quantities listed on the outside carton, the DC will separate cases to apply labels.</td>
<td>Per Case</td>
<td>$1/Case ($100 Min.)</td>
</tr>
<tr>
<td>57</td>
<td>Mixed SKUs in Cartons</td>
<td>Per Item</td>
<td>$.50/Unit ($100 Min.)</td>
</tr>
<tr>
<td>58</td>
<td>Shot Gun or Incorrectly Loaded Trailers/Pallets</td>
<td>Flat - Per Shipment</td>
<td>$750</td>
</tr>
<tr>
<td>59</td>
<td>ORM-D Stickers Applied Incorrectly</td>
<td>Flat - Per Shipment</td>
<td>$750</td>
</tr>
<tr>
<td>60</td>
<td>Physical Contents of Case Do Not Match TPM Label</td>
<td>Per Case</td>
<td>$10/Case ($100 Min.)</td>
</tr>
<tr>
<td>61</td>
<td>Return to Vendor (RTV)</td>
<td>Flat - Per Shipment</td>
<td>$250</td>
</tr>
<tr>
<td>66</td>
<td>Late Delivery</td>
<td>Flat - Per Shipment</td>
<td>$250</td>
</tr>
<tr>
<td>91</td>
<td>No S.O.C. (Statement of Conformity), Lab Report, or MSDS on File</td>
<td>Flat - Per Shipment</td>
<td>$750</td>
</tr>
<tr>
<td>93</td>
<td>Storage Fee</td>
<td>Per Occurrence</td>
<td>$250 + $100/Per Day</td>
</tr>
<tr>
<td>95</td>
<td>Administration Fee</td>
<td>Flat - Per Shipment</td>
<td>$250</td>
</tr>
</tbody>
</table>

8. Ticketing, Carding, Trimming and Hanger Requirements

All products are to arrive with tickets, carding and trims pre-attached, properly applied to the product as per each product’s requirements, and required information displayed both accurately and legibly. For questions regarding ticketing with Fineline, please see Section 8.6 of this manual. For all questions regarding carding, trims, hanger requirements, along with correct
application of such items to each individual product, please access the Master Trim and Labeling Site (see below).

**Master Trim and Labeling Site**

For approved artwork, information on label, dimensions, and correct label application, access the Master Trim & Label Guide Site.

The site includes the following:

- Approved Labels
- Artwork
- Label Placement Guides
- Trim Requirements
- Hanger Information regarding accessories and footwear
- Carding
- Folding Instructions
- Measurement Guides
- Quality Assurance
- Provider Contact Information

Note:

- All “branded” tickets, carding, trims, and hangers are to be purchased from our required providers. It is a vendor’s responsibility to ensure that all information on such items is accurate and readable before ordering the trim, along with confirming that the trims ordered are the correct trims for the product.

To access the Master Trim & Label Guide Site, follow the below directions:

Click on following link: [http://files.hottopic.com](http://files.hottopic.com)

Enter the following:

- Username: vendorweb
- Password: V3ndorw3b!
- Problems accessing site? Email BrandLabeling@Torrid.com

**Main, Material Content, Care, TSSA, and Beauty Labeling**

**Main Label Requirements**

- Vendors must ensure that all information, logos and icons printed on labels and garments are accurate and coincide with any other documentation sent to and from the Company Brand. Improper labeling or missing COO will result in a chargeback of $100 or more (See Chargeback Table 7.4).

**Material Content and Care Label Requirements**
• All information on material content labels are the vendor’s responsibility.
• Labels should all include: material content, care instructions, the RN# 148862, and specific size. Labels must be made according Company approved artwork, dimensions, and quality.
• For Care Label wash instructions, please follow the Torrid Care Label Database found on the Master Trim and Labeling site. See section 8 of this manual for access instructions to the site. For questions regarding this database, please contact brandlabeling@torrid.com.

**TSSA Stuffed Article Label Requirements**

• Any product with poly filled padding must have TSSA (Technical Standards & Safety Authority) labeling attached to the product.
• All such stuffed articles (such as but not limited to apparel, bedding, furniture, toys) purchased by Torrid must be in compliance with the Canadian Technical Standards and Safety Act of 2000 Reg. 218/01. It is the Vendor’s responsibility to ensure TSSA compliance. For more information, the full requirements can be viewed at: [http://legisquebec.gouv.qc.ca/en/ShowDoc/cr/M-5,%20r.%201](http://legisquebec.gouv.qc.ca/en/ShowDoc/cr/M-5%20r.%201)
• Stuffed articles that are exempt from the TSSA requirements include:
  - Padded undergarments
  - Shoulder pads and trimming in article of clothing
  - Few other exemptions. For complete clarification, you can contact: customerservices@tssa.org
• **TSSA Vendor Set-Up and Label Requirements:**
  - **Vendor TSSA Registration Requirement:** Vendors selling stuffed articles must first apply for a TSSA Registration Number at: [https://www.gov.mb.ca/justice/cp/cpo/pubs/manufacturer_application.pdf](https://www.gov.mb.ca/justice/cp/cpo/pubs/manufacturer_application.pdf). Vendor TSSA #’s are required to be printed on all TSSA product labeling.
  - **Required TSSA Label Information, Format and Placement Guide:** To view the information required to be listed on the TSSA label, required label format, and product label placement, please view our TSSA Label Guide on our Master Trim and Label Guide Site:
    - Labels must be attached in a place where they may be easily seen and sewn to one of the seams of the article. TSSA laws prohibit the label be attached via swift tack or any other method that may cause the label to fall off in transit. Questions regarding label placement? Please contact qualitycontrolsupport@hottopic.com for guidance.

**Labeling for Beauty Products**

• All beauty products (including but not limited to fragrance, hair dye, cosmetics) must include English and French labeling on the packaging as to adhere to the Canadian Cosmetic Regulations under the Food and Drugs Act.
• Under the Food and Drugs Act, a cosmetic includes “any substance or mixture of substances, manufactured, sold or represented for use in cleansing, improving or altering the complexion, skin, hair or teeth and includes deodorants and perfumes.” It is the
Vendor’s responsibility to ensure cosmetic labeling compliance. For more information, the full requirements can be viewed at: https://www.canada.ca/en/health-canada/services/consumer-product-safety/cosmetics/regulatory-information.html

- The following must be listed on the label:
  - **Note the below bullet points must be in both English and French (except the ingredient list).** List all in English first and French second.
    - **The ingredient list** – Must be provided using INCI (international nomenclature of cosmetic ingredients) nomenclature.
    - **The common name of the product** (for example “Hairspray”)
    - **The amount of product in metric units or count** (for example 2 bars or 55 mL)
    - **The name and address of the manufacturer or distributor**
    - **Warnings or cautions**
    - **Directions for safe use of the product**


### Preferred Ticket Provider Information

We make no representations, warranties or guarantees concerning any of these providers or their additional services.

<table>
<thead>
<tr>
<th>Item</th>
<th>Provider</th>
<th>E-Mail</th>
</tr>
</thead>
</table>
| Price Tickets | FineLine (Required)| USA Office – FineLine<br>  
Contact: Client Services<br>Email: support@finelinetech.com<br>  
Phone: 800.500.8687<br>Fax: 678.969.9201<br>Hong Kong Office - FineLine<br>Email: support@finelinetech.com.hk<br>P: 852-2156-9788<br>F: 852-2156-9166 |

### FineLine Ordering Instructions

All POs must come with price tickets purchased from FineLine affixed to the units. For placement of price tickets, please see Section 10, Merchandise Preparation. Units received into the DC without price tickets are subject to Chargeback 31 (see Chargeback Table 7.4).

FineLine Technologies offers vendors the option of adding the COO to a Universal price sticker made for non-apparel items. When submitting your order, vendors become responsible for manually entering price ticket information. Missed information on price tickets will result in a chargeback.

You can access FineLine’s online ordering system, FastTrak, by registering an account with FineLine via their website: http://www.finelinetech.com/. Sign in with your Company ID # and password in order to reach the FastTrak Home Page.
To Submit an Order

1. Click on the green icon that says “Submit Your Order” and choose Torrid as your selected retailer.
2. Select Purchase Order.
3. Find your PO from the list of PO’s provided, if you do not have a list to choose from, please contact your buyer. If you know your PO number, you can also search for a specific PO. You may enter multiple PO numbers and separate them with commas. Select the PO’s you wish to order and click continue.
4. Review the line item details if needed, and click continue.
5. Select your shipping method, enter an internal PO number to reference your order (if necessary), and specify any special instructions required for your order, then click Continue. Rush service is available, call our customer service for details.
6. Then click the continue button to move to the next step. Select payment method.
7. Final Step! Review and Confirm Order. Review the details of your order and click the Continue Button to complete the order.
8. Click Continue button to submit your order. The following message may prompt while processing the order.
9. Print the ‘Thank You’ page for your records. You will also receive and order confirmation to the email address used to sign in to FastTrak.

To Track an Order

1. Click the “Track Your Order” icon located on the FastTrak Home Page.
2. Locate your order in the list or search by order date, or order number.
3. If your order was shipped via FedEx or UPS, clicking the tracking number will take you to the appropriate website for detailed tracking information regarding your shipment.
4. Clicking the Order # will provide you with detailed information regarding your order, Shipping and Billing Information, as well as line item detail.

To Manage an Existing Account

1. You can continue to add vendor IDs to your account as new retailers become available via the FastTrak system. Simply click “Maintain Retailer Relations” and add your vendor ID.
2. You may change billing or shipping addresses, or update your login and password by clicking “Manage My Account” located in the upper right corner of the home screen.
4. When adding a new shipping address, you may also enter the address using your native language input method (i.e. Chinese characters) in the additional fields that appear to the right of the original ship address.
9. Packing Instructions: Store and Web Orders

We insist that while following a packing procedure, vendors are to confirm that:

- All apparel and accessories are individually poly bagged.
- Individual units inside a pre-pack are not individually poly bagged.
- Poly bags are marked with warning labels. Poly bag warning requirements can be found in Section 4.7.

**Sorter Sticker**

Torrid has implemented new technology in our distribution centers that will require special packaging. This will allow us to process merchandise much faster, increasing the amount of orders we can ship to our customers at one time.

- All Torrid products require a Sorter Sticker to be placed on the outside of the poly bag/shoe box of the unit.
- The Sorter Sticker will only be placed on bulk units. Please note all pre-pack units and units within Canadian POs will not require the additional sticker. For some examples of Sorter Sticker placement, please see Torrid Sorter Product Packaging Guide, located on TPM.
- The sticker will be included in all Torrid ticket orders in Fineline (except Canadian POs).
- **Due to the new technology, the minimum size requirement for all poly bags is 4” x 4 “.**

**WARNING**: Vendors that fail to comply with the special packaging are subject to chargebacks and RTVs.

For specific packaging requirements for your web orders, please view our Torrid Sorter Product Packaging Guide. The guide is located in the Master Trim & Label Guide Site as well as TPM:

To access the Master Trim & Label Guide Site, follow the below directions:

Click on following link: [http://files.hottopic.com](http://files.hottopic.com)

Enter the following:

- Username: vendorweb
- Password: V3ndorw3b!
- Problems accessing site? Email BrandLabeling@Torrid.com

10. Merchandise Preparation

We request merchandise not only be produced with the utmost quality and labeled with the correct Country of Origin, but that it also be properly prepared according to Hot Topic’s packing standards. Please refer to the following sections in regards to proper ticket and label placement and if applicable, hanger, carding, size strip, and folding requirements.

**Quality Control**

Merchandise found to be defective with regards to materials, workmanship, or fit may be returned at the discretion of the buyer at the expense of the vendor. All apparel orders must be
in compliance with the fit and grade rule agreement or they will be subject to PO cancelations. Fit model measurements, points of measurements and grade rules are available upon request from the Fit Department.

**Country of Origin (COO)**

In order to be compliant in the global market, the Country of Origin (COO) must be marked in full (no abbreviations) on every **product received by Torrid**. COO must be printed in English and the size of the wording can be no smaller than 1.6mm. Please mark the COO in a space visible to the consumer at the time of purchase as legibly and ineradicably as the article or packaging will allow. If the product is made and distributed completely in the U.S., and with materials that were made and distributed completely in the U.S., the COO may state: “Made in the U.S.A.” If product does not physically have COO on it, the COO must be present on the price ticket.

All Torrid accessories must come with the COO (Country of Origin) printed on the price ticket purchased through Fineline. If the product already has a COO printed on the carding, ensure the COO on the price ticket does not contain contradictory information. Items with price tickets that contain incorrect information are subject to Chargeback 31 (Section 7.4).

11. **Key Contact Information**

   All questions should be directed to our brand specific Vendor Central Representative:

   - Torrid – [vendorcentral@torrid.com](mailto:vendorcentral@torrid.com)

   Telephone for Vendor Central Department: (626) 839-4681, ext. 2909

12. **Intellectual Property**

    **Vendor Intellectual Property Rights**

    You represent and warrant that as of the date of any Purchase Order, and any delivery date, that you own all patents, designs, trade names, trademarks, copyrights, trade dress, rights of privacy, rights of publicity, and other rights (collectively referred to as “Intellectual Property” or “IP”) necessary for purposes of manufacturing, distributing, and selling the Merchandise to us. This means that no other party, person, or entity, has any claim or ownership to the products that would interfere with our Agreement. We do not want someone else (a third party not part of our Agreement) to send us a letter demanding that we stop selling the products we bought from you, or worse, file a lawsuit.

    If you do not own one hundred percent (100%) of the rights to your Merchandise, then you cannot grant us the right to sell it. It is your responsibility to ensure that at the time you commit to a Purchase Order, you own any and all IP rights in, and to, the Merchandise. Unless the Purchase Order states otherwise, you grant us the right to promote, market and sell your Merchandise in our retail store locations, on any Internet site owned, controlled or licensed by us, and all such other locations, methods, outlets and venues for sale of the Merchandise. You cannot rescind this right granted to us.

    We understand and agree that except for those rights granted to us, nothing in this Agreement shall cause your IP to be transferred to us.
Our Intellectual Property

You acknowledge and agree, without the right to rescind, that we own all IP rights, worldwide, including any and all designs, materials, sketches, drawings, photos, packaging, protectable phrases or slogans, creations, trademarks, logos, and any other work provided by us to you or originally created, developed and/or significantly modified by you for us. Changes to the sizing or color of the Merchandise shall not be considered material modifications.

You also acknowledge and agree that we own all worldwide right to any derivatives of any of our designs ("Designs"). A derivative means: (a) any revision, addition or other form in which such Designs may be recast, transformed or adapted; (b) any improvement of such Designs; and (c) any new information or material derived from such Designs, including any new information or material protected under copyright, patent and/or trade secret laws ("Derivative").

If, at any time, you are deemed to own, acquire or control any rights in our IP, or our Derivatives, including any copyrights or any other rights, you agree, without the right to rescind at any time, to assign, transfer and convey all right, title and interest in, and to, any existing and future rights to us. You also agree to assist us in any and all countries with any transfer of rights, which may include signing documents assigning those right to us or to persons designated by us.

You agree not to use any of our IP or Derivatives other than for the purpose of complying with this Agreement, and agree not to copy or reproduce or cause to be copied or reproduced, either directly or indirectly, any of our IP or Derivatives without the express written consent of us.

Limited License for Torrid Intellectual Property

You may use our IP on a non-exclusive basis during the term of any active Purchase Order and solely in connection with producing Merchandise for the benefit of us. You agree not to do, or permit, any act that may impair our IP rights including, but not limited to, directly or indirectly (through subsidiaries, affiliates, or otherwise) imitating, copying, misapplying or usurping our IP Rights, manufacturing for anyone else using our IP Rights, or selling items using our IP Rights directly to anyone, regardless of whether they use any of our trademarks.

It is critical that you not disclose, distribute, sell, or transfer any of our labels, hang tags, ticketing, packaging, authenticity markers, our designs, derivatives, photographs, or other materials to any third parties without our agreement in writing. Any breach of this section by you shall constitute a material breach of this Agreement causing us harm that cannot be remedied by monetary damages. As such you agree that we shall be entitled to immediate injunctive relief. In addition, we may pursue such relief without having to prove actual damages or post a bond. You also agree that you will get a similar commitment from your subcontractors for any portion of subcontractor work under this Agreement.
## Glossary of Terms

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>TPM (Trading Partner Management)</td>
<td>A free, web-based software system used to communicate Purchase Order details and chargeback activity to our vendors.</td>
</tr>
<tr>
<td>Bill of Lading</td>
<td>A document that establishes the terms of a contract between the shipper and the carrier. Used to transfer ownership of a shipment between parties. The original Bill of Lading is required to gain release of a shipment from the carrier.</td>
</tr>
<tr>
<td>Airway Bill (AWB)</td>
<td>The air industry’s equivalent to the motor carrier’s Bill of Lading. Required by all air carriers and has a tracking number for visibility of the shipment’s movements.</td>
</tr>
<tr>
<td>Chargeback</td>
<td>Obtaining compensation from a vendor for violations of our regulations. They are designed to recoup the labor and/or freight costs that are associated with correcting issues caused by non-compliance.</td>
</tr>
<tr>
<td>Country of Origin</td>
<td>The country in which goods were produced or manufactured.</td>
</tr>
<tr>
<td>Torrid RN:</td>
<td>#148862</td>
</tr>
<tr>
<td>Consolidator</td>
<td>Organizes freight by DC and PO. Transmits freight from the CADC to the TNDC.</td>
</tr>
<tr>
<td>Freight Violations</td>
<td>Any shipment that does not follow our specified Routing Instructions.</td>
</tr>
<tr>
<td>SKU (Stock Keeping Unit)</td>
<td>The lowest level of the merchandise hierarchy used to identify a specific item.</td>
</tr>
<tr>
<td>Collect on Delivery (C.O.D.)</td>
<td>Sales that require payment upon delivery of the merchandise.</td>
</tr>
<tr>
<td>Prepaid (PPD)</td>
<td>Freight invoice payment term indicating that shipping charges are billed to the vendor.</td>
</tr>
<tr>
<td>Standard Swift Tack</td>
<td>A 3 inch polypropylene fastener, clear in color. Provided by such suppliers as Avery Denison, or other office supply companies.</td>
</tr>
<tr>
<td>ORM-D</td>
<td>A material such as a consumer commodity which presents a limited hazard during transportation due to its form, quantity, and packaging.</td>
</tr>
<tr>
<td>Hazardous Materials</td>
<td>A substance that poses more than a reasonable risk to the health and safety of individuals. Includes explosives, flammables, corrosives, oxidizers, radioactive materials, perfumes and other contents packaged under pressure.</td>
</tr>
<tr>
<td><strong>Advance Shipment Notice (ASN)</strong></td>
<td>A notification of pending deliveries, similar to a packing list.</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>R.T.V. (Return to Vendor)</strong></td>
<td>The process of returning to a vendor any items that were previously received on a PO.</td>
</tr>
<tr>
<td><strong>R.A. (Return Authorization)</strong></td>
<td>An authorization number which is obtained from the supplier prior to the shipping return vendor claim.</td>
</tr>
<tr>
<td><strong>F.O.B. (Free on Board) Point</strong></td>
<td>A term of sale that defines who will incur transportation charges for the shipment, who will control the movement of the shipment, or at which point the title to the good passes to the buyer.</td>
</tr>
<tr>
<td><strong>Pallet Exchange</strong></td>
<td>An exchange where the trucking company must provide as many pallets as they are picking up.</td>
</tr>
</tbody>
</table>