Bass Pro Shops 2022 Domestic Vendor Guide

A Consolidated Set of Standards to Service All Bass Pro Shops and Cabela's Locations



"Whereas, Bass Pro, LLC, and its affiliates and subsidiaries, including, but not limited to, Cabela's Wholesale, LLC. (collectively, "Purchaser" or "Company") performs merchandising services for its affiliates in the United States of America and Canada"

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1. GUIDE REVISIONS

1. New address for store 001 on page 67

2. INTRODUCTION

Welcome to the Bass Pro Shops Domestic Vendor Guide!

We are excited to publish this updated edition and our first comprehensive, combined set of standards uniting both Bass Pro Shops and Cabela's banners into a single vendor guide.



The purpose of this manual is to provide our vendors with the basic guidelines for conducting business with Bass Pro, LLC. and its Affiliated Entities. Our goal is to provide one clear, concise resource to guide you through various procedures and requirements.

Bass Pro Shops' standardized procedures and requirements ensure excellent service for our customers, translating into increased sales and profitability for both Bass Pro and our Vendors. We require that all Bass Pro Shops vendors read this Vendor Guide in its entirety and ensure that all appropriate personnel in your organization are familiar with the standards applicable to their job duties. Bass Pro Shops and Cabela's policies and procedures have been combined into a single standard to serve all locations to the greatest extent possible; this guide identifies and provides specific direction in the few instances where this is not the case.

To better serve our Vendors, we have implemented a Vendor Relations Web Portal, accessible at https://vendorportal.basspro.com and where you will find the Vendor Portal Access Request Form. Please return your completed form via email to vendorrelations@basspro.com for full, password-secured access unique to each Vendor.

The Vendor Relations Web Portal contains reporting tools and many helpful resources, including home page links, vendor specific reporting, business updates and communications. Your current Bass Pro Shops Vendor Trade Agreement(s) and a digital copy of this Vendor Guide are also available there for your reference. You are encouraged to access the Portal regularly to keep you up to date with Vendor Guide revisions and other important communications. Finally, vendors are required to set up and enter New Item information through the Portal, a process detailed in the following section.

Vendor Set Up is the first section of the Domestic Vendor Guide. Here you will learn the process and initial steps to take as a Bass Pro Shops vendor. We now welcome you into our Bass Pro Shops vendor community!

Please contact <u>vendorrelations@basspro.com</u> with any questions you may have.

3. VENDOR SET UP

3.1 Vendor Trade Agreements

Your first step in becoming a Bass Pro Shops vendor is to fill out a vendor agreement. This includes the Vendor Agreement Summary page, Exhibit Package and Vendor Guide. These documents can be found at https://vendorportal.basspro.com, then click on the Login to Vendor Information link on the left-hand side of the page in the Membership box and enter Username: **bpsvendor@basspro.com** and Password: **vendor1!** . After filling out the Summary page you will mail it back to the below address:

Vendor Relations 2500 E Kearney Springfield MO, 65898

Once we have received the agreement back and the merchant has approved it and signed off on it then you will be assigned a vendor number.

3.2 <u>Vendor Relations Web Portal</u>

Step two is to request access to the vendor portal. Once you have a vendor number assigned to you, you can request a login for the vendor portal. You can find the Vendor Portal Access Form at https://vendorportal.basspro.com. Fill out a form for each person who needs access to the portal and return the requests to vendorrelations@basspro.com. You will receive your login via e-mail when set up is complete. There is no limit to the number of people a vendor can give access to however each person must have their own individual login.

Bass Pro Shops Vendor Relations Vendor Portal is a free service used to communicate important information to our vendor community. Company announcements, sales and inventory information and reporting, documents and guides to doing business with Bass Pro Shop are located on this secured website. An individual username and password is required to access this site. The information contained on this site is free, proprietary, confidential information and will require the user to agree to a confidentiality statement. It is required for someone from each company to have access to this portal to keep up with current business practices and information posted there. In addition, we require our vendors to submit their new item information via the New Item Set Up Entry program on the portal. For more information regarding access and user set up, please contact your Bass Pro Shops Merchant or Vendor Relations at vendorrelations@basspro.com

Vendor Status Reports

Bass Pro Shops offers access to several different reports via the Vendor Relations Web Portal. These reports are provided free to the vendor, and this information is updated daily. These reports include but not limited to:

- Sales currently available at SKU level or Style level
- Inventory currently available at SKU level or Style level
- Vendor SKU Listing
- Purchase Order Detail Report including Open PO's, Ad POs, Hot PO's and Past Due PO's
- Back Order Report

Program Details -Order Forecast Report

- Updated every Monday via online access through Vendor Web Portal.
- Rolling 12-month view.
- Contains current ownership at DC and store level, plus outstanding order commitments.
- Contains last 12-month actual sales through all channels.
- Contains new store impact 6 months out.
- Contains ads, promotions and catalog impacts 3-4 months out.
- Indicates when forecasted sales are being affected by promotional inputs.

3.3 New Item Set Up Process

Step three is to enter your new item information into the New Item Set Up Entry system in the Vendor Portal so we can get your SKUs set up in our system. There is a tutorial outlining the set-up entry process available for you to print off on the Vendor Relations Web Portal also. This will help walk you through the item set up process.

Bass Pro Shops requires a representative(s) for each vendor will need to be set up with an individual login for the

vendor portal to submit your new item information. It is the Vendor's responsibility to provide the correct information. The tutorial that walks you through the item entry process is available on the vendor portal under New Item Set Up Entry.

- Indicate if item is subject to CPSIA. If the product is Exempt, you must explain why in the Exempt Explanation box. The field allows for 40 characters. For information on determining if your product is subject to CPSIA, refer to www.cpsc.gov/Business--Manufacturing/Business-Education or contact the testing site.
- The General Certification of Conformity (GCC) date should be the date of the most recent test completion for the Sku and factory that will be reflected on the GCC. If a GCC is not currently available, please input the date when your GCC paperwork will be available.
- Safety Data Sheets (Formerly MSDS or Material Safety Data Sheets) are required for all items that are eligible.
- Indicate if the item Passes Canadian Regulations & Labeling.
- Free Trade Agreements (FTA): If the product qualifies for a FTA, provide the Certificate of Origin to Global Trade Compliance.
- Harmonized Tariff Schedule Code (HTS). Contact <u>gtc@basspro.com</u> with product details and GTC will provide HTS code.
- Attributes are key words that Bass Pro uses to help their internet customers find the product they are searching for faster. For example: if you are a fishing lure company, the attributes that come up for your vendor could include Soft Baits, Hard Bates, Salt Water Baits, Wire Baits, Jig Heads etc. You will first choose the most general category and then you will choose additional attributes to narrow down the search. Additional Attributes for this lure category would include Brand, Length, Pack Qty, Product Color, Scent, Species, Type, and Weight. This section must be filled out in its entirety. If you have any questions, contact your merchant to make sure you are entering them correctly. You can add an additional attribute if you need to but use the ones provided first.

If you are a new company to Bass Pro Shops or a company who is adding categories of product not previously carried by Bass Pro Shops, you may not see the needed attribute listed in the box automatically. You may choose a new attribute by clicking in the box marked "Show All Categories". This will give you access to ALL the attribute categories that Bass Pro Shops has in their system. Then you may choose the appropriate attribute category for your product. **Only** use this "Show All Category" box if the appropriate category does not automatically show up in the "Attribute Category" box first.

3.4 Vendor Analytics / DOMO

Bass Pro Shops offers a second means of tracking your sales and inventory. It is called DOMO and it is a cloud based reporting tool to help you manage your business. Although DOMO is not a free service, it does offer you access to extensive sales and inventory reporting that is much more detailed and flexible than the standard Vendor Portal reports. You can learn more about DOMO and set up a free DOMO trial period by contacting vendoranalytics@basspro.com.

3.5 <u>Electronic Data Interchange (EDI) Requirements</u>

Step four is to get set up on EDI. In keeping with some of our key strategic initiatives to grow our business and improve efficiencies in all areas of our operations, **Bass Pro LLC requires that ALL vendors support an electronic means of exchanging data through the use of EDI within 30 days of becoming an active vendor.** By becoming an EDI partner with Bass Pro LLC, it will bring an even greater value to our relationship, as well as improved efficiencies to our respective organizations. Contact edisupport@basspro.com for questions or set up.

What is EDI?

Electronic Data Interchange (EDI) is the computer-to-computer exchange of business documents in a standard format, such as purchase orders, invoices, and advance ship notices. The American National Standards Institute (ANSI) formed the Accredited Standards Committee (ASC) X12, which develops and maintains the EDI standards, and thus makes standardizing the format of business documents possible.

Benefits of EDI

EDI provides significant benefits and improved efficiencies by reducing costs, improving accuracy, reducing cycle time, and eliminates the manual processing of paper documents.

V 1.1

EDI Set Up and Testing

Bass Pro Shops requires their vendors to be set up on the EDI system for Electronic Data Interchange. Using EDI, you will receive your POs, send inventory and tracking information back to Bass Pro Shops and submit your invoices. Please contact edisupport@basspro.com to get set up on the EDI system. You must have submitted your new item information into the vendor portal before EDI testing can occur. There must be at least one sku set up in the system in order to test with EDI.

How to Become EDI Capable

To implement and exchange EDI documents, you will need translation software that is used to translate formatted EDI documents to your company's proprietary format for inbound documents, and the reverse for outbound documents. Communication software is also needed to support the appropriate protocols to send and receive EDI transmissions through the use of a Value Added Network (VAN).

If you are new to EDI or do not have your own EDI solution, Bass Pro has partnered with several providers who offer cost-efficient solutions, including web based.

Please contact Bass Pro Shop's EDI Department at edisupport@basspro.com for additional information on becoming an EDI partner and to obtain the website information to access our EDI. Home Page, which contains the current mapping specifications, testing procedures, and our list of preferred EDI providers.

EDI Document Requirements

For non-direct import PO's shipping to DC and store locations, the following transactions are required:

- 850 Purchase Order
- 810 Invoice
- 856 Advance Ship Notice
- 997 Functional Acknowledgment, version 004010VICS
- GS1-128 shipping label
- **NOTE:** The 753 Routing Request and 754 Routing Response are **NO longer required** with recent updates to the Transportation Management System (see page 30 for routing requirements).

For drop ship direct to consumer PO's, the following transactions are required:

- 850 Purchase Order
- 810 Invoice with carrier tracking
- 855 Purchase Order Acknowledgment
- 846 Inventory Advice, version 004010VICS
- Branded packing slip

For direct import PO's, the following transactions are required:

- 850 Purchase Order
- 856 Advance Ship Notice, version 004010VICS
- GS1-128 shipping label
- NOTE: The 810 Invoice is only required if your payments are NOT documentary collection or L/C.

The current version supported is 004010VICS

All documents must be completely tested and approved prior to being transitioned to an EDI production status. No exceptions. Testing must be completed within two weeks.

After you have implemented the required EDI documents (Purchase Orders, Invoices, and Advanced Ship Notices), you will no longer receive PO's via fax. Likewise, all invoices must be transmitted through EDI only. Paper invoices must be discontinued, unless the corresponding purchase order was received manually.

1. NOTE: Continuing to submit a paper copy of your invoice to accounting will result in a Non-Compliance Chargeback or Vendor Violation for each occurrence.

A 997 Functional Acknowledgement must be transmitted within 24 hours of receiving an 850 P.O.

An **856 ASN** must be transmitted at the time of shipment so it is **received in advance of the shipment** arriving at the final destination. (An **856 ASN** is **required for shipments to all Bass Pro Shops and Cabela's**

Retail Stores and DCs, but not for direct to customer drop ship orders.)

One unique 856 ASN per shipment is required, in which one shipment is defined as one trailer or truckload. BPS will no longer accept one 856 ASN for a shipment containing multiple trailers. It is not necessary to retransmit corrected ASN's if there is an incorrect tracking number or ship/estimated delivery dates. The only instance in which an ASN should be corrected and retransmitted is if the PO number is incorrect or if the GS1-128 (Formerly UCC-128) shipping labels were reprinted and the container ID codes on the labels do not match those in the ASN. Please inform edisupport@basspro.com of ASN errors or retransmissions.

For LTL and truckload shipments, Bass Pro Shops and Cabela's require the unique identification provided by the carrier, BPS or PRO number to be returned in the 856 ASN. In the event this information is not yet available at the time of creating your 856 ASN and printing the GS1-128 shipping labels prior to your scheduling routing, please populate with your unique ASN Shipment ID Number and ensure this is also included on your BOL/Freight bill. The Unique ASN Shipment ID Number <u>must</u> be included (hand written if necessary) in the TOP RIGHT CORNER of the BOL/Freight Bill. This will ensure that the trailer can be matched to the correct 856 ASN for a more efficient receiving process.

4. VENDOR CODE OF CONDUCT AND MINIMUM STANDARDS

4.1 Bass Pro Ethics Statement

Bass Pro and Cabela's ("Company", or "Importer") are committed to conducting its business in accordance with the highest ethical standards. Compliance with legal requirements and restrictions represents only a minimum level of acceptable conduct. Associates must do more than merely act within the law; their conduct must withstand the closest scrutiny. Associates must carefully avoid any actions or relations which would create even the appearance of compromising ethical standards and report any such activities via the Associate Hotline. The Company expects that all its business transactions will be the result of legal, open and honest competition and its business will be conducted in an ethical and moral manner. No associate will be asked or expected to compromise these standards. Violations of these standards will not be tolerated.

4.2 Vendor Code of Conduct

Bass Pro Group, LLC and its subsidiaries ("Company" or "Bass Pro") are dedicated to providing our customers with quality products, delivered on time and at competitive prices. In order to achieve these objectives, our business partners and vendors must operate in an ethical manner and manage all business transactions with proper respect for their employees' health, safety, work environment and compensation. We require our vendors to comply with the following basic principles and standards of conduct.

Child Labor

Our Company denounces illegal use of child labor. We will not knowingly work with vendors that utilize illegal child labor. The Company will not accept products or services from vendors utilizing illegal child labor. Vendors are expected to observe relevant local child labor laws and employ only workers who meet the required minimum legal age. Under no circumstances shall vendors employ workers under the local minimum age.

Vendors must maintain official documentation of each employee's date of birth. If the official documentation is not available, the vendor must apply a legitimate and reliable process to calculate or authorize each employee's age.

Forced Labor

Our Company is opposed to forced, indentured, prison labor and human trafficking, and will not knowingly work with vendors who engage in these practices. All employees have the right to freely engage in work and with lawfully required minimum wages.

Health and Safety

Each vendor shall provide its workers with a clean, safe and healthy work environment in compliance with all applicable, legally mandated standards for workplace health and safety in the countries in which they operate, including residential facilities, where applicable.

Compensation and Working Hours

The vendor is required to observe all pertinent wage and hour labor laws and regulations governing employee compensation and working hours. If no minimum wage laws apply, the vendor shall pay employees the industry compensation for the country.

If overtime work is required, or mandatory, employees shall be advised with reasonable notice. The vendor will pay their employees overtime pay at a rate which is higher than regular wages and permit the employees to take all breaks as required by law.

No Discrimination

All Company vendors are expected to maintain a discrimination-free workplace. Bass Pro recognizes and respects the cultural differences found in the world-wide marketplace. However, we believe that workers should be employed on the basis of their ability to carry out the duties of a particular job, rather than on the basis of personal characteristics or beliefs. We will seek vendors who share this belief.

No Harassment or Abuse

The vendor shall treat all employees with respect and dignity. No employee shall be subject to corporal punishment, physical, sexual, psychological or verbal harassment or abuse. Also, the vendor shall not use monetary fines as a disciplinary practice.

Environmental Standards

Each vendor shall conduct its business in a manner that protects the environment, complying with all applicable environmental laws and regulation in the countries in which they operate, and in a sustainable manner.

Subcontracting

The vendor shall not subcontract any production without the express written approval from the Company. The vendor must notify the Company in advance of any factory changes. The use of subcontractors is acceptable only after the subcontractors have adequately demonstrated compliance with this Vendor Code of Conduct.

Monitoring and Compliance

The vendor shall maintain on file such true and correct documentation as may be required to demonstrate compliance with this Vendor Code of Conduct and shall make these documents available to the Company or its third-party designee for inspection upon request. The vendor shall consent to announce or unannounced inspection by the Company's auditors or our third-party designees. The vendor shall take necessary corrective actions to correct any noncompliance matters promptly.

Trade and Customs Compliance

The vendor must comply will applicable laws and regulations related to the exportation and importation of products. To protect the integrity of the product shipped, the vendor must strive to follow supply-chain security processes and procedures consistent with government security programs, Customs-Trade Partnership Against Terrorism (C-TPAT), Canada Border Services Agency, Partners in Protection (PIP) and other relevant security platforms, such as Authorized Economic Operator (AEO).

The Company expects our vendors to ensure that all products sold, comply with applicable laws and regulations including those that regulate global trade such as country of origin, importation, export, transshipping, licensing and the sale of imported merchandise. Vendors must certify that all product markings and documentation are true and accurate and that appropriate records are maintained.

Consumer Product Safety Act

The vendor shall understand and comply with all relevant Consumer Product Safety Act rules and guidelines and shall provide all necessary and appropriate proof of compliance upon request.

Anti-Bribery and Anti-Corruption

The Company complies with anti-bribery and anti-corruption laws of the countries in which we do business, including the Foreign Corrupt Practices Act ("FCPA") and any similar foreign laws. Vendors and their agents will not make any direct or indirect payments or promises of payment to foreign government officials to encourage an unfair business advantage. Offers or agreements with foreign government officials that could reasonably be interpreted as an attempt to gain a business advantage are also prohibited. The prohibition also applies in areas where such activity may not violate local laws.

4.3 Gifts and Gratuities

It is our policy that associates of the company, regardless of their capacity, do not accept for their personal benefit gifts, gratuities, trips, cash, samples, etc. from anyone buying from us or selling to us, or in any way serving Bass Pro Shops.

We define gifts or gratuities to include: tickets to entertainment events, kickbacks in the form of money or merchandise, special discounts to one of our employees, and Christmas gifts, etc. Any such item received becomes the property of Bass Pro Shops.

It is also our policy that no Bass Pro Shops associate purchasing merchandise directly from a supplier for his/her personal use shall be invoiced at less than established wholesale prices.

It is also understood that any request from a Bass Pro Shops associate to a supplier for personal gain or consideration will be reported by you directly to Bass Pro Shops Senior Management.

Extravagant meals are also considered gratuities. Reasonable meals or refreshments in the course of business discussions are acceptable. This applies to Bass Pro Shops General Office area, as well as other locations.

4.4 Vendor / Associate Pro Plan

Overview:

- The Bass Pro Shops Pro Plan is designed to give associates the ability to purchase non-Bass Pro Shops branded products at a discounted rate.
- The intent of the program is to make the associates more knowledgeable about the products they sell.

Policy:

- Non-Bass Pro Shops branded products can be purchased at the Vendor discount rate. Any discount given is at the discretion of the Vendor.
- Participation in the Pro Plan is at the discretion of the Vendor and will not affect the Vendor's role as a business partner with Bass Pro Shops. Participation in this program by authorized associates may not be used to influence product selection or placement by the associate.
- Merchandise purchased through this program directly from the Vendor is a transaction between the Vendor and the associate. Under no circumstances may any item be provided at no charge to an associate by a Vendor.

Procedure: Non-Bass Pro Shops Branded Purchases

- The associate must present the proper paperwork, signed by the General Manager, to the Vendor when making a request for the purchase of non-Bass Pro Shops branded merchandise from the Vendor.
- The form of payment must be a credit card purchase on the associate's personal credit card, or by personal check if allowed by the Vendor. (Note: The Vendor will determine the appropriate discount rate.) Collection of purchase price and any applicable sales tax is processed/collected by the Vendor, not Bass Pro Shops.
- All merchandise must be shipped to the associate at the store. Under no circumstances will the merchandise be shipped to any location other than the store, i.e. associate's home.
- Merchandise purchased through this program cannot be returned to the store for refund or exchange. If the
 associate wishes to return the merchandise, the associate must make arrangements with the Vendor for
 the return. The associate must negotiate with the Vendor for shipping instructions and for credit from the
 original sale.
- If the Vendor feels any undue pressure to participate in this program by an associate, the Vendor should promptly contact Vendor Relations at vendorrelations@basspro.com

4.5 Minimum Standards for Vendors

All Vendors producing goods branded for Bass Pro, LLC, and its affiliate, Cabela's Wholesale, LLC (collectively, "Company" or "Purchaser"), or providing any component of such goods, such as raw materials, parts, packaging, or labeling for Purchaser, must meet or exceed these standards, and shall be held responsible to ensure that every facility, foreign or domestic, conforms to these standards. Purchaser reserves the right to make periodic, unannounced inspections of Vendor's facilities to satisfy itself of compliance with these standards.

The following are Minimum Standards required for ALL vendors:

- 1. Legal Compliance: Vendor and its goods and services shall comply with all US federal, state and local laws, the laws of Canada and each province, as well as the standards of their industry, and the laws of the foreign countries where Vendor does business. Vendor agrees that necessary invoices and documentation required to comply with all applicable laws shall be promptly provided. All merchandise shall be accurately marked or labeled with its country of origin in compliance with all applicable laws. All merchandise shipments will be accompanied by the requisite documentation issued by the proper governmental authorities, including, but not limited to, Certificates of Origin, import licenses, quota allocations and visas and shall comply with marketing agreements, foreign trade agreements, treaties, voluntary restraint agreements, anti-dumping restrictions and other such agreements as required by applicable laws. The commercial invoices shall accurately describe in the English language all the merchandise contained in the shipment, country of origin for each article, and shall list all payments in U.S. Dollar whether direct or indirect, made for the merchandise, including, but not limited to any assists, selling commissions or royalty payments. Vendor shall promptly provide backup documentation as needed and will make any changes to documentation as legally required.
- **2. Employment:** Vendor represents and warrants that it shall comply with the following terms and conditions of employment: (i) Compensation-Vendor and its subcontractors shall fairly compensate employees by providing wages and benefits which meet or exceed local standards and meet the legal requirements in each country where it does business. (ii) Hours of Labor –Vendor, and its subcontractors shall maintain reasonable work hours that comply with local standards and meet or exceed legal requirements in each country where it does business. Employees shall be permitted reasonable days off and leave privileges.
- (iii) Forced Labor/Prison Labor/Child Labor Vendor shall maintain employment on a voluntary basis and shall not use forced labor, prison labor, or child labor or physical or mental disciplinary tactics. Vendor shall not procure from contractors, subcontractors, or other relationships any part, components, packaging or materials which are produced, mined, manufactured, assembled or packaged by forced labor, prison labor or child labor. (iv) the term "Child" means any person less than 16 years of age (or younger than school compulsory age if this is older than 16 years of age). Vendor may use legitimate workplace apprenticeship education programs for younger persons. (v) Discrimination/Human Rights -Vendor's terms and conditions of employment shall be based on the individual's qualifications and abilities, Vendor's hiring practices shall not discriminate on the basis of race, sex, religion, age, color, national origin, heritage, or disability, or any characteristic prohibited under applicable law. (vi) Workplace Environment-Vendor shall provide a safe, clean, healthy and productive work environment, as well as a safe and healthy living space if such is provided. Workplace safety practices must meet or exceed applicable law and local regulations. (vii) Environmental Standards - Vendor shall operate its business in a way that meets or exceeds environmental standards under applicable law. Use of reed and nontoxic materials and the reduction of excess packaging is required. If Vendor produces goods private label branded for Purchaser and its affiliated entities or provides any component of such goods, such as raw materials, parts, packaging, or labeling, such components must meet or exceed applicable legal standards. Vendor shall be responsible for every facility, foreign or domestic, to ensure compliance with these standards. Purchaser reserves the right to make periodic, unannounced

inspections of Vendor's facilities to verify compliance with these standards. (viii) Vendor's Employees - Company and Vendor acknowledge and agree that Vendor's employees are under Vendor's control, supervision and direction and are not employees, agents, servants or contractors of Company. Vendor shall be responsible for, and shall indemnify and hold Bass Pro, LLC, its parent, officers, directors, employees, and affiliates (collectively the "Indemnified Parties") harmless from any claims by Vendor's employees, including, but not limited to, wages, benefits, withholdings or any other matter. Vendor shall also be responsible for, and shall indemnify and hold the Indemnified Parties harmless from all damages, costs and expenses (including reasonable attorneys' fees) relating to or arising from any claims, investigation, demands or suits of third parties (including, but not limited to, governmental agencies) in connection with Vendor's services pursuant to this Agreement. Vendor further assumes full responsibility for the acts and omissions of Vendor's employees and shall have exclusive liability for the payment of local, state and federal payroll taxes and contributions for unemployment insurance, workers' compensation, social security and similar obligations however titled. Vendor agrees to comply with all applicable employment laws and regulations including, but not limited to, the Immigration Reform and Control Act, Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Worker Adjustment and Retraining Notification Act, and the Employment Retirement Income Security Act, each as may be amended. Vendor agrees to indemnify and hold harmless the Indemnified Parties from all liability due to any claim, demand, charge or judgment brought or entered against the Indemnified Parties asserting Vendor's or an Indemnified Party's failure to comply with any applicable federal, state or local law, rule or regulation regarding employment of Vendor's employees and all violations of law, whether civil or criminal, committed by Vendor or its employees. Vendor's indemnification of Company pursuant to this Section shall survive the expiration or earlier termination of this Agreement. Vendor agrees that its duty to indemnify and hold harmless the Indemnified Parties applies to situations where Vendor and an Indemnified Party are named as joint employers.

3. Vendor Certification: Vendor hereby certifies that:

- 1. It complies with Company's Minimum Standards for Vendors, including, without limitation, compliance with all laws, regulations, and standards prohibiting human trafficking and slavery; and,
- 2. Materials incorporated into products Vendor supplies to Company are obtained only from entities which comply with all laws regarding slavery and human trafficking of the country or countries in which they are doing business.
- 3. Terms and Conditions of this Exhibit D shall survive expiration or termination of this Agreement.

4.6 Minimum Insurance Requirements for Vendors

This is a part of the Bass Pro, LLC Standard Vendor Agreement. At all times, Vendor must carry, at its sole cost and expense, the following Minimum Insurance Coverage underwritten by insurance carrier(s) with not less than an A.M. Best rating of A-IX:

1. COMMERCIAL GENERAL LIABILITY / PRODUCTS LIABILITY

Including Contractual Liability and Products & Completed Operations coverage written on an Occurrence policy form. Bass Pro, LLC, Cabela's Wholesale, LLC, their parent, subsidiaries, affiliates, employees, officers, and directors shall be named as Additional Insureds on all Liability policies carried by Vendor. Total minimum limits required can be satisfied by a combination of primary and umbrella/excess coverage.

\$5,000,000 per occurrence minimum limits

\$5,000,000 aggregate policy limit

2. WORKERS' COMPENSATION:

Statutory – As required by law for all states in which Vendor has operations / employees, and all states in which Company has property where Vendor's employees may perform work

Employer's Liability - \$500,000 Each Accident

3. COMMERCIAL AUTOMOBILE LIABILITY:

\$2,000,000 per Accident Combined Single Limit for Bodily Injury and Property Damage Liability covering all owned, non-owned, and hired vehicles used in Vendor's business

V 1.1

4. UMBRELLA / EXCESS LIABILITY - All Tier II Vendors:

Must fully follow form of the primary Commercial General Liability coverage required in Item 1 above.

Tier II Vendors - \$10,000,000 per occurrence minimum limits

Should Vendor: (a) Fail to procure any insurance coverage; (b) fail to procure the minimum amount of insurance coverage; (c) fail to procure the sufficient amount of insurance coverage to cover the claim; (d) fail to procure insurance coverage for the jurisdiction where the claim is made; (e) fail to procure insurance coverage which provides coverage for the claim; or (f) if Vendor's insurance coverage is ruled to be inapplicable to the claim under the law of the Vendor's State, such does not affect Vendor's responsibility or liability hereunder, and Vendor shall wholly indemnify Company and shall be liable for the entirety of the claim in accordance with all of the terms and conditions hereof. The insurance limits and coverages provided herein shall not operate in any manner as any limit upon Vendor's liability or obligation to Company for any claims, whether in contract, indemnity or otherwise.

5. PROOF OF INSURANCE:

Vendor or Vendor's Insurance Carrier(s) and/or Agent(s) shall deliver current Certificate(s) of Insurance ("Certificate") to at the time of execution of this Vendor Agreement and prior to any purchases made by Company. Renewal Certificate shall be mailed to Company to assure receipt by Company, of the replacement Certificate within ten (10) days of renewal or replacement of any required insurance coverage. The Certificate must provide Company with a firm sixty (60) day prior written notice of cancellation or change in coverage. The Certificate shall include proof that Bass Pro, LLC, Cabela's Wholesale, LLC, and its parent, subsidiaries, affiliates, employees, officers and directors are named as Additional Insured on all CGL and Umbrella policies.

The Certificate must show Bass Pro, LLC, and/or Cabela's Wholesale, LLC, its parent, subsidiaries, affiliates, employees, officers and directors have been endorsed on the policy as additional insureds under the Commercial General Liability and Umbrella/Excess insurance policies. A copy of policy endorsement showing additional insured status and any other special policy provisions which may exclude or limit our additional insured position must be attached to the Certificate. Certificate Holder shall be listed as: Bass Pro, LLC, and/or Cabela's Wholesale, LLC, & its affiliates, Attn: Risk Management Department, 2500 E. Kearney Street, Springfield, MO 65898. Certificates of Insurance shall be emailed or mailed to the certificate holder, at the time of execution of this contract, annually upon policy renewal, and at any other time requested by Company.

4.7 Commercial General Liability / Product Liability

All Vendors Must Carry Primary Minimum Commercial General Liability Policy Limits

Tier I Vendors supply products not listed in Tier II below

*Vendors are required to show Umbrella/Excess coverage as applicable to satisfy minimum coverage

†† Tier II Vendors- Minimum Liability Insurance Required:

Ammunition and components (bullets, primers and smokeless powder)

Any product pulled behind boats with rider(s) or passenger(s)

ATV /UTV

Binary Targets

Black Powder and black powder substitutes

Bows and accessories

Climbing equipment and accessories (e.g., rock climbing, fall protection)

Floatation devices or floatation wear

Firearms, air guns, airsoft guns, BB/Pellet guns, paintball guns, sling shots, muzzleloader rifles and revolvers Food and snack products

Jacks, Jack stands, trailer tongue jacks

Propane

Propane BBQ smokers, stoves, fryers, heaters, lanterns and cook stoves

Stun guns and electric personal defense products

Tree Stands, Ladder stands, and accessories

Electric Generators

All Vendors - Other Insurance Required:

- Workers' Compensation as required by applicable state law
- Employer's Liability
- Commercial or Business Auto Liability for all vehicles owned, leased, or used in Vendor's business operations.

†† Company reserves the right to add vendors to its Tier II list as applicable law, introduction of additional products and/or re-classifications warrant or as Company deems appropriate.

4.8 Sample Certificate of Insurance
Updated COI must be returned every year with Vendor Trade Agreement.

ACORD CER	TIFICATE OF LIA	BILITY INS	URANC	E	DATE (MWDD/YYY) (Ourself Date)					
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy[lee] must have ADDITIONAL INSURED provisions or be endorsed.										
If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in ileu of such endorsement(s).										
till on tillette dood liet outlier lighte to til	Constitution in the or or	CONTACT Paper's Name								
PRODUCERI.		PHONE (AV) No. Extr. (Source)	Phone Horshed	PAX IAC, Note						
Insurance Company's Name and Address		E-MAIL ADDRESS: (Ap	ent's Email Addre	**)						
		- IN	SURER(S) AFFOR	RDING COVERAGE	NAIC #					
		INSURER A: Insurer	sce Companies Ca	rrying the policy_	(NAIC for Carrie					
NSURED		INSURER B:								
Contractor/Vendor's Name and Address		INSURER C :								
		NISURER D :								
		NSURER F:								
COVERAGES CERTIFI	CATE NUMBER:			REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF I INDICATED. NOTWITHSTANDING ANY REQUIR CERTIFICATE MAY BE ISSUED OR MAY PERT EXCLUSIONS AND CONDITIONS OF SUCH POL	REMENT, TERM OR CONDITION FAIN, THE INSURANCE AFFORD	OF ANY CONTRACT ED BY THE POLICIE	OR OTHER D	OCUMENT WITH RESPECT D HEREIN IS SUBJECT TO	TO WHICH THIS					
ISR THE OF BUILDINGS	WAYD POLICY NUMBER		POLICYER	LMITS						
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DED RETENTION S WORKERS COMPENSATION			$\overline{}$	1999 1 1005						
AND EMPLOYERS LIABILITY Y / N			l	X STATUTE ER						
ANYPROPRIETORPARTNER/EXECUTIVE OFFICERAMINER EXCLUDED? N/A			l		500,000					
(Mandatory in NH) (Fyes, describe under DESCRIPTION OF OPERATIONS below					500,000 500,000					
DESCRIPTION OF OPERALTORS SHOW	 		-	EL. DISEASE - POLICY LIMIT	500,000					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space in required) Base Pm, LLC, and Calebra's Wholesale, LLC, their person, exhibitaries, efficient, employees, officers, and directors shall be named as Additional Insured on all Liability policies.										
CERTIFICATE HOLDER		CANCELLATION								
Bass Pro, LLC, and Cabela's Wholesale, LL Attn: Riek Management Department 1500 E. Kearney Street Springfield, MO 65938	.C & their Affiliates	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.								
		AUTHORIZED REPRESENT	TATIVE							
		(Agent's Signature Here)								
ACORD 25 (2016/03) T	The ACORD name and logo a			ORD CORPORATION. A	II rights reserved					

5. PURCHASE ORDERS AND INVENTORY MANAGEMENT

The key to providing excellent customer service is having what the customer wants when the customer wants it. The timely and correct execution of a Purchase Order is essential in achieving our goals. Bass Pro Shops' responsibilities in achieving these goals are:

- To communicate plans and forecasts with the Vendor.
- To order product in a timely manner.
- To maintain the correct Vendor and product information, such as pricing, terms, lead time, etc.

Vendors are responsible for:

- Verifying that all information contained within the Purchase Order is correct.
- Resolving all discrepancies with your Inventory Specialist within 24 hours of receipt of the purchase order.
- Shipping timely, accurately and complete.

Contact your Inventory Specialist immediately if the following occurs:

The Inventory Specialist's name can be found on the bottom left corner of the Purchase Order or in PER*segment–PER02 element of an EDI Purchase Order.

- Any discrepancies on the Purchase Order, such as case pack, cost, model number, etc. If the information is
 incorrect, it could result in a vendor violation or an accounting discrepancy which can affect payment of the
 invoice.
- Vendor does not have sufficient quantities to fill a Purchase Order. Product substitution is not allowed.
- Purchase Order will ship later than the required ship date (hard copy PO) or arrive after the receipt date (EDI PO).
- The manufacturer or factory providing the product on the PO changes.

5.1 Purchase Order "Required Ship" and "Cancel Date"

In an effort to control delivery and inventory flow, Bass Pro Shops has provided the required ship date (hard copy PO) or the receipt date (EDI PO) as well as the cancel date requirements on the Purchase Order.

- Hard copy PO's will read "Req'd Ship Date" and "Cancel Date".
- EDI PO's will transmit "Req'd Ship", "Req'd Del" and "Cancel Date".
 - o The vendor can determine which fields they will acknowledge.
- EDI Import PO's will transmit "Req'd Del" and "Cancel Date".
- EDI Drop Ship PO's will transmit a "Req'd Ship", "Req'd Del" and "Cancel Date" by which the date is programmatically generated as 5 days from the order date for all orders, however we request all Drop Ship orders be shipped to the customer immediately upon receipt.

Please ship your product on the "Req'd Ship Date" or to arrive at Bass Pro Shop on the delivery date listed on the Purchase Order.

- Shipments may not be accepted before the receipt date without prior authorization from you Inventory Specialist.
- Shipments will not be given an extension to ship after the "Cancel Date" without prior approval from your Inventory Specialist.
- Shipments that arrive after the cancel date can be refused and return shipping charges may apply.
- Penalties and/or chargebacks may occur if the "Reg'd Ship Date" or receipt date is not met.
- Exception: Drop Ship (direct to customer) orders are to be shipped immediately upon receipt.

NOTE: PO's are transmitted by either EDI or by Fax (only if approved by merchant). E-mail is not an option.

5.2 EDI Purchase Order Requirements

In keeping with some of our key strategic initiatives to grow our business and improve efficiencies in all areas of our operations, Bass Pro LLC requires that ALL vendors support an electronic means of exchanging data through the use of EDI within 30 days of becoming an active vendor. By becoming an EDI partner with Bass Pro LLC, it will bring an even greater value to our relationship, as well as improved efficiencies to our respective organizations.

Electronic Purchase Orders (850 Purchase Order)

Receiving Purchase Orders electronically will provide improved order accuracy by eliminating manual entry problems and the potential for late or lost orders.

Electronic Invoices (810 Invoice)

Transmitting invoices electronically ensures data accuracy, timely processing, and improved cash flow.

Advanced Shipping Notifications (856 ASN)

Advance Ship Notices allow receiving documents to be printed in advance based on the actual shipment which makes the goods flow through our warehouse more quickly and efficiently.

5.3 Pack by Store

The Pack by Store Program (PBS) is designed to improve the throughput of vendor merchandise to our retail stores, greatly enhancing product availability and sales.

Pack by Store Purchase Orders have pre-defined store assortments to be packed for and marked for each specific store to reduce item level processing time at our Distribution Center and move merchandise more quickly to the store for sale.

Pack by Store Qualifications

In order to qualify as a PBS vendor, you must be EDI capable and have a history of filling orders at a high percentage and have a high accuracy rate.

Pack by Store Purchase Orders

Once approved as a PBS vendor you will receive purchase orders with specific SKU/quantities unique to each store based on their forecasted or replenishment need.

- All EDI Documents including the GS1-128 (Formerly UCC-128) shipping label are required.
- For domestic shipments, packing slip requirements are waived except firearm shipments and small parcel.
- Pack by Store (PBS) merchandise is to be packed by store with the quantity assortment, style, color and size as stated in the Purchase Order (PO).
- Pack each PO in separate cases. Do not combine multiple PO's in one case.
- Do not under pack cases. Ideally, each store's assortment should be contained in the least number of cases possible.

Pack by Store Carton Marking/ Label Requirements

If you are fully EDI compliant and have been approved to ship "pack by store" orders, then the *Master/Inner Case Requirements* do not apply. Label each carton on at least one side with the following:

- Vendor name and address
- Bass Pro Shops Company name
- PO Number
- Quantity (per carton) and model/SKU
- Case count -1 of 2, A2 of 2, etc.
- Total cartons in shipment

5.4 Purchase Order Terms of Sale

Shipment of Merchandise - TIME IS OF THE ESSENCE IN ALL PURCHASE ORDERS, MERCHANDISE MUST BE SHIPPED ON THE DATE SPECIFIED. Vendor shall notify Purchaser immediately if goods specified in a Purchase Order or any part thereof cannot be shipped on the specified date. Notice shall include the Purchase Order number and department number. Vendor's failure to ship goods on the specified date shall constitute a default of this Agreement. At Purchaser's option, in the event of shipment or receipt of less than the items ordered, or late shipment or shipment after the order has been canceled, Purchaser may either reject the shipment or accept and pay for all or a portion of the items received, pro rata based on the unit price of the total items ordered. In the event of early shipment, Purchaser may reject and return all or a portion of the goods to Vendor, at Vendor's expense, to be held by Vendor for Purchaser until dates specified, without cancellation of later shipments. It is understood and agreed that, for purposes of this section, each shipment of goods is to be considered separately, and Purchaser's right to reject a late shipment shall not be affected by acceptance of prior late shipments from Vendor. It is further agreed and understood that Vendor will be liable for any loss caused as a result of failure to ship on the date specified, including without limitation, costs incurred by Purchaser in obtaining comparable goods elsewhere. Shipment of merchandises shall comply in all respects with Purchaser's Vendor Guide, a copy of which has been placed on the vendor portal.

General Terms – Purchase Orders sent via EDI, containing the Interchange ID will constitute as a signed Purchase Order. Vendor's commencement of work on the goods subject to a Purchase Order or shipment of such goods, whichever occurs first, shall be deemed acceptance of Purchaser's offer to purchase contained in a Purchase Order. Any acceptance of a Purchase Order is limited to acceptance of the express terms of the offer, including the shipping, routing and billing instructions contained therein and any attachments or standing instructions previously furnished Vendor. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of the offer as contained in a Purchase Order via Vendor's acceptance, invoice, other document or activity is hereby objected to and rejected. Such proposals, however, shall not operate as a rejection of the offer unless such variances are in the terms of the compliance warranties, description, quantity, price or delivery schedule of the goods, but shall be deemed a material alteration thereof, and the offer as contained in a Purchase Order shall be deemed accepted by Vendor, such acceptance is limited to the express terms contained in the Purchase Order.

<u>Cancellations</u> - Without prejudice to any rights or remedies which Purchaser might have, Purchaser may cancel the Purchase Order in whole or in part (1) if there is any defect in workmanship or quality of the goods, its packaging or labeling, (2) if there is any breach of Vendor's warranties hereunder, (3) if there is any delay in delivery or departure from delivery and routing instructions or any other breach of Vendor's obligations, (4) if Vendor makes an unauthorized assignment or an assignment for the benefit of creditors, (5) if a receiver for its assets or business is appointed. Purchaser may also cancel upon written notice to Vendor, a Purchase Order in whole or in part at any time prior to shipment.

<u>Payment -</u> Purchaser shall pay vendor for merchandise ordered hereunder from receiving documents only, and payment shall be deemed extended without loss of discount until the invoice is received. Terms of payment will commence from the date of receipt of merchandise into Purchasers Warehouse Management system at its place of business. Vendor agrees to mail or electronically transmit invoices to Purchaser on the same day goods are shipped. Purchaser's cash discount shall be calculated on the gross amount of the Vendor's invoice.

Warranties / Guarantees - Vendor represents and warrants that all goods and/or services provided by it: (i) shall be of first quality and workmanship and free from defects, latent or patent, in design material or workmanship; (ii) shall conform in all respects to all specifications, performance standards, drawings, samples or descriptions provided by Vendor; (iii) shall be merchantable, suitable, sufficient and safe for purposes for which purchased or apparently intended if Vendor knows or reasonably should know of those purposes; (iv) shall be free from any claim or lien of any third party; (v) the goods are not adulterated, misbranded, falsely labeled or advertised, or falsely invoiced within the meaning of any local, state or federal laws and amendments thereof now in force; (vi) the goods have been labeled, advertised, and invoiced in accordance with the requirements (if applicable) of the Wool Products Labeling Act of 1939, the Fur Products Labeling Act and the Textile Fiber Products Identification Act and all other governmental laws and the respective rules and regulations thereunder; (vii) with respect to all merchandise to which the Flammable Fabrics Act is applicable, reasonable and representative tests have been made in accordance with the requirements of said Act that show that the goods conform, at a minimum, with applicable flammability standards hereunder; (viii) the goods are properly labeled as to content as required by applicable Federal Trade Commission Trade Practice Rules, the Fair Labor Standards Act, the Federal Food. Drug and Cosmetics Act and similar laws, rules and regulations; (ix) the goods are in compliance with the California Safe Drinking Water and Toxics Enforcement Act of 1986 (also known as Proposition 65) and the California Business and Professions Code Section 17200 et seq; (x) all weights, measures, sizes, legends or descriptions printed, stamped, attached or otherwise indicated with regard to the goods are true and correct and conform and comply with all laws, rules, regulations, ordinances, codes and or standards related to said goods of federal, state and local governments; (xi) the goods are not in violation of any other laws, ordinances, statutes, rules or regulations of the United States or any state or local government or any subdivision or agency thereof; and (xii) the goods meet or exceed industry standards and best practices. (xiii) goods comply with Canadian laws and provincial and local regulations including, but not limited to TSSA, Canadian Tent Regulations, and Consumer Product Safety. In addition to the other guarantees and warranties contained in this paragraph, the warranties of the Uniform Commercial Code are specifically incorporated herein. Nothing contained herein shall be deemed a waiver of warranties implied by law. These warranties are in addition to all other express warranties and shall run to the benefit of and shall create direct rights of enforcement and remedy in Purchaser. None of the remedies available

to Purchaser for the breach of any of the foregoing warranties may be limited except to the extent and in the manner agreed upon by Purchaser in a separate written agreement specifically designating such limitations and signed by an authorized representative of Purchaser. Purchaser's inspections and or acceptance of and or payment of goods and or services shall not constitute a waiver by it of any warranties. Purchaser's approval of any sample or acceptance of any goods and or services shall not relieve Vendor from responsibility to deliver goods and to perform services conforming in all respects to the sample.

<u>Inspection -</u> Purchaser shall be under no obligation to unpack or inspect the merchandise prior to resale. Vendor shall be responsible for the consequences of negligent merchandise design, manufacturing, warning and packing and for the consequences of negligent handling prior to the point where Purchaser assumes ownership and risk of loss.

Intellectual Property Rights / Indemnification - (A.) Purchaser reserves the right in its sole discretion, to return at Vendor's cost and expense and for full credit, any goods and cancel any Purchase Order for which a claim has arisen alleging that the goods or the marketing of the goods infringe upon any patent, design, trade dress, trade name, trademark, copyright, right of privacy or any tangible or intangible personal proprietary or property rights. Vendor agrees that upon request, Vendor will defend, and in any event, indemnify Purchaser and its affiliates, and hold them harmless from any and all liability claims, suits, actions, losses or expense, including legal fees, relating to or arising by virtue of any such infringement claim now existing or hereafter asserted with respect to any or all goods covered by a Purchase Order. For any materials that Vendor provides to Purchaser for marketing Vendor's goods or otherwise advertising Vendor's business, Vendor warrants that it has obtained sufficient rights and necessary releases thereto, such as rights of publicity, likeness, reproduction, distribution, public performance, and/or public display, and Vendor hereby grants Purchaser the unconditional right to use such materials for any such marketing and in any form of media, including but not limited to catalogs, circulars, magazines, signage, internet, television, radio, and/or in-store displays and audiovisual presentations. (B.) Recognition of Purchaser's intellectual property—Vendor recognizes Purchaser's exclusive ownership of all intellectual property rights of Purchaser and its affiliates relating to all goods and/or services subject to this Agreement. Vendor agrees that it shall not attack the title, validity or any rights whatsoever of Purchaser and its affiliates in and to Purchaser's intellectual property, or do anything either by an act or omission which might impair, violate or infringe same. Vendor shall not, directly or indirectly, obtain or attempt to obtain, any right, title or interest by registration, patent, copyright or otherwise, in or to Purchaser's intellectual property. All uses of the Purchaser's intellectual property by or on behalf of Vendor shall inure to the benefit of Purchaser. In the event Purchaser cancels or rejects any goods and/or services hereunder, or in the event Vendor produces goods and/or services excess of the Purchase Order herein, Vendor shall, prior to selling or distributing such goods or services to any third party or e-commerce site, remove and obliterate any tags, labels, hangtags, materials or information on packaging or other displays of any kind which in any way identify Purchaser or its affiliates, or which use any intellectual property of Purchaser or its affiliates, including any and all trademarks, service marks, business names, domain names, trade dress, copyrights, design patents, or other Intellectual Property of Purchaser or its affiliates. **Product Liability / Indemnification -** Vendor covenants that it shall indemnify, defend and hold harmless Purchaser and its affiliates from all claims, demands, lawsuits, government investigations, settlements, losses, costs, liabilities, fires, penalties, damages and expenses of every kind and description (including reasonable attorneys' fees and expenses), arising out of or resulting from: (i) actual or alleged defects in the design, manufacture, materials or workmanship of the goods sold to Purchaser by Vendor; (ii) actual or alleged negligent acts or omissions or the actual or alleged intentional misconduct of Vendor, Vendor's affiliates, Vendor's independent or employed sales representatives, Vendor's suppliers, Vendor's contractors and/or Vendor's subcontractors in the design, manufacture of distribution of the goods sold to Purchaser by Vendor; and while participating in any and all of Purchaser's events, promotions or meetings anywhere in the world; (iii) actual or alleged failure of Vendor and/or Vendor's goods to comply with federal, state or local law in The United States, or Canadian Province or local law in Canada; or (iv) a breach by Vendor of its Warranties/ Guarantees set out above in this Exhibit D to the Standard Vendor Agreement. The duty to defend, indemnify and hold harmless Purchaser applies in full and regardless of whether there are allegations against Purchaser independent of the allegations against Vendor. The insurance requirements provided for in this Agreement do not operate as a limitation upon Vendor's duty to defend, indemnify and hold harmless the Purchaser and its affiliates. Purchaser agrees to give

Vendor timely notice of all claims as set out in Exhibit C or, if blank, to Vendor's contact listed on Exhibit A. Purchaser may, at in discretion, also tender the claim to Vendor's insurance carrier. Vendor will fully defend, indemnify, and hold harmless Purchaser, including, but not limited to, providing counsel satisfactory to Purchaser, even if there are allegations of Purchaser's independent negligence or acts, and regardless of whether Vendor's insurance carrier accepts the duty to defend or provide coverage for any tendered claim. Vendor shall be deemed to have accepted the duty to defend Purchaser and its affiliates unless Vendor validly objects in writing to the indemnity notice within 10 days of the date of the notice. If Vendor does not notify Purchaser that it has engaged counsel reasonably satisfactory to Purchaser within ten (10)days following the delivery of the indemnity notice, or such shorter period as the circumstances may require, or if Purchaser reasonably determines that a conflict of interest exists between Purchaser and Vendor with respect to the defense of such claim, Purchaser shall be entitled, upon notice to Vendor, to employ its own counsel and retain control of its own defense, at the sole cost and expense of Vendor. In the event Vendor fails to fully defend Purchaser and its affiliates in accordance with this Section, Purchaser and its affiliates will suffer damage, over and above the amount of the claim. Such damages would be difficult to determine. Accordingly, in such event and in addition to all other remedies available to Purchaser, Purchaser will be entitled to liquidated damages of \$1,000 per day for each day that Vendor fails to defend Purchaser and its affiliates after Vendor is obligated to do so in accordance with the provisions of this Section, which liquidated damages will be payable upon Purchaser's demand. Purchaser may set off any amounts payable by Vendor under this Section against any current or future invoices of Vendor.

Remedies / Limitations - (A.) In no instance shall Purchaser or its affiliates be liable to Vendor for any charges in excess of the actual Purchase Order cost, less applicable discounts and/or other deductions and interest or other charges shall not be recognized or paid by Purchaser or its affiliates upon any such Purchase Order or resulting invoice, whether claimed by reason of late payment or otherwise. (B.) In addition to, and not by way of limitation or election of the remedies available to Purchaser and its' affiliates under the law or the Standard Vendor Agreement, it is specifically agreed: (i) Purchaser may return at Vendor's expense and without prior authorization, any goods which are not as ordered, which do not comply with federal, state or local law, which do not comply with the Purchase Order, or which are received early or late, per compliance with the Standard Vendor Agreement and the Standard Shipping Guidelines; (ii) Vendor shall be subject to a violation charge with respect to any merchandise that is received as an over shipment, was not ordered, is a Vendor substitution, is defective or deviates from Purchase Order dates; (iii) For returns by Purchaser, Vendor shall pay Purchaser the current system price of all merchandise, including inbound and return freight, in accordance with these terms. At Purchaser's election, such payment will be as a deduction against outstanding invoices. Purchaser shall not be obligated to take a credit against future purchases; (iv) Vendor agrees to refund the current system price, if then paid, and to accept the return at its expense and the risk of all orders not delivered at the time specified, not equivalent to the samples submitted or examined, or damaged or not fit for sale, or differing from the amount ordered, or not conforming to all specifications, terms and provisions of the Purchase Order and to all warranties and quarantees set forth in the agreement, this Exhibit F or otherwise; (v) Vendor agrees to pay to Purchaser all incidental and consequential damages suffered by Purchaser for any goods returned by Purchaser or any goods not delivered by Vendor within terms of the Purchase Order. Damages may include, but are not limited to, lost profit, backorder expense, and customer appeasement. It is specifically agreed that Purchaser shall be under no obligation to sell any goods for Vendor's account; (vi) All shipments must be received through the location designated on the Purchase Order. Failure to do so is a violation of the Purchase Order and subjects Vendor to cancellation of the Purchase Order at the option of Purchaser; (vii) Full transportation charges incurred by split shipments, failure to comply with routing instructions or failure to ship to specified destination(s) will be charged back, including handling charges, to the Vendor; (C.) Purchaser's rights and remedies, whether existing by law or equity or arising from breach of warranty by Vendor or failure by Vendor to observe or perform any of the terms and conditions hereof, may not be abridged, modified or in any way limited or restricted by Vendor. (D) Vendor's damages recoverable from Purchaser due to a breach of this Agreement by Purchaser shall be limited to direct damages. In no instance of a breach shall Purchaser be liable to Vendor for any indirect, incidental, reliance, punitive, special or consequential damages whether or not the Purchaser had been advised of the possibility of such damages.

<u>Confidentiality</u> - Vendor shall not, without first obtaining Purchaser's written consent, disclose the fact that Purchaser has ordered items covered by any Purchase Order and except as required for Vendor's performance, disclose any of the details associated with any Purchase Order or product specifications or designs to any third party.

<u>Assignment -</u> A Purchase Order and any right or obligation hereunder is not assignable or delegable by Vendor without prior written consent of Purchaser, and any such attempted assignment or delegation shall be void and ineffective for all purposes. No invoices may be tendered by other than the named Vendor without Purchaser's written consent.

Changes to Purchase Orders - Purchaser reserves the right, within reasonable notice, to make changes in a Purchase Order, including, without limitation, method of shipment or packing and dates, place and manner of delivery. If any such changes shall cause an increase or decrease in the cost or time required for performance of a Purchase Order, an equitable adjustment shall be made on the contract price and/or delivery schedule. Any claim by Vendor for such adjustment must be approved by Purchaser in writing before Vendor proceeds with such change. Price increases shall not be binding on Purchaser unless evidenced by a Purchase Order revision duly signed by Purchaser. Vendor shall make no changes to a Purchase Order without Purchaser's express prior written consent and absent prior written consent, changes shall be null and void.

Invoicing and Packaging - Vendor shall follow all invoice and packaging instructions as shown in the Purchaser's Standard Shipping Guidelines and the Standard Vendor Agreement. In addition: (A,) Vendor shall show on each invoice and each carton: (i) Purchase Order number; (ii) Ship to location; (iii) Carton number and number of cartons in the shipment (i.e.- 3 of 10); (iv) Vendor Model number; (v) Purchaser's SKU number or UPC; (vi) Vendor's name; (B.) Vendor shall invoice each Purchase Order number separately at address indicated; (C) A packing slip must be provided for each Purchase Order (and shipment) and must be securely attached to the outside of the lead carton for truck shipment or if shipping FedEx/small parcel carrier to the outside of each carton. It must be detailed by SKU showing purchase order number, total number of master cartons shipped, description (alpha character), model number (alphanumeric), size and color (alpha character), style number, SKU number, and total quantity shipped for each SKU.

Survival - Sections 5,7 and 9 of This Exhibit F shall survive expiration or termination of this Agreement. **Excise Tax -** Certain Vendors sell hunting, fishing, archery and related outdoor goods to Purchaser that are subject to U.S. Pittman-Robertson Act, the Dingell-Johnson Act or similar Acts that impose excise tax ("Excise Tax") on the goods. If Purchaser ships goods purchased from Vendor for which Excise Tax has been paid to Purchaser's stores in Canada, Vendor agrees that Purchaser may claim such Excise Tax reimbursement from the U.S. government.

Vendor further waives and disclaims all right, title and interest in and to Excise Tax on the goods. Vendor agrees to (i) provide all data and information requested by Purchaser within thirty (30) days of Purchaser's written request: and, (ii) execute all documents represented by Purchaser, all within ten (10) days of receipt of Purchaser's request to support Purchaser's claim for Excise Tax reimbursement.

Vendor's Security - Vendor must implement and maintain appropriate physical and logistical security measures including, but not limited to, appropriate network security and encryption technologies. Purchaser reserves the right to require Vendor to confirm, at any time during the term of this Agreement, that Vendor's security meets the requirements of this Section.

<u>Customs Clearance</u> If goods provided pursuant to this Agreement will be transported into the United States, Vendor shall meet at least one of the following requirements: (a) Vendor shall be and remain C-TPAT- certified by U.S. Customs & Border Protection, or (b) Vendor will comply with all C-TPAT (Customs-Trade Partnership Against Terrorism) security criteria as published or otherwise communicated to Vendor by U.S. Customs and Border Protection ("C-TPAT Security Criteria"). For information purposes only, D-TPAT Security Criteria are currently found at: https://www.cbp.gov/xp/cgov/trade/cargo-security/ctpat/ctpat-application-material/ctpat-security-guidelines/importers/

6. PRODUCT PREPARATION AND PACKAGING REQUIREMENTS

6.1 General Requirements

- Unauthorized substitution of goods, damaged goods, or defective merchandise may be returned at Vendor's expense.
- POs must be shipped on the "Req'd Ship" date or to arrive at Bass Pro Shops on the requested receipt date listed on the Purchase Order.
- PO's that are past the "Cancel Date" can be cancelled without notification which can result in refusal of the product, returned to the vendor and penalties and/or chargebacks may occur.
- Product that arrives without a visible or valid Purchase Order number on the master case may be refused at the door on domestic shipments.
- Only one Purchase Order and one SKU per case.
- **NOTE: Vendor must contact the Inventory Specialist** if the Purchase Order will ship later than the required ship date (hard copy PO) or arrive after the receipt date (EDI PO).

6.2 <u>Universal Product Code (UPC) Requirements</u>

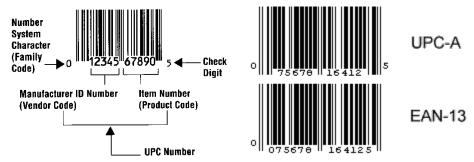
All items must have a scannable UPC bar code attached to it. Universal Product Code must be submitted to Bass Pro Shops for all new products, prior to a Bass Pro Shops SKU number being assigned. Delays in obtaining a UPC will delay item creation and orders.

Bass Pro Shops UPC Requirements

- All items shipped to Bass Pro Shops must have the correct, scannable UPC attached.
- The UPC must have human readable digits.
- Each UPC must be unique to the style, color, and size of each item.
- The UPC must be securely attached and cannot cover logos, important text, country of origin, etc.
- The print quality must be sharp, and the bar code must conform to industry standards for UPC-A, UPC-E, or EAN-13. If the Vendor is labeling product and is using EAN, please contact your Merchant or Inventory Specialist to confirm if Bass Pro Shops is EAN-13 compliant. If BPS is not compliant with the 13-digit codes, the Vendor will need to re-label with UPC-A codes.
- UPC label must be able to withstand product seepage and still be scannable (i.e. soft baits).
- There must be a distinct contrast between Bars and Spaces.
 - Bars must be dark, spaces light.
 - Bars cannot be printed in red.
 - Bars cannot be printed on a metallic background.
 - Bars cannot be light on a dark background.
 - Bars cannot be broken in length.

UPC Specifications

- The UPC consists of two parts:
 - The UPC number--human readable
 - o The bar code--machine readable
- UPC number is a unique digit identification of a single product.
 - The manufacturer identification number (Vendor Code) is assigned by the Uniform Code Council (UCC). It may be 5 to 9 digits.
 - The next series of digits is the item number (Product Code) assigned by the Vendor. These digits are unique to each product at the size and color level. The last character is a check digit that verifies the accuracy of the entire UPC number.
 - The UPC code may be no more than 13 digits total.



- **UPC Bar Code** consists of the machine-readable bars and spaces.
 - o The Quiet Zone is the area to the left and right of the bar code that is free of all printing. It alerts the scanner for the bar code.
 - Size--UPC-A (numbers, bar code, and quiet zone) is 1.469 inches wide by 1.02 inches high (3.73 centimeters wide by 2.60 centimeters high) at nominal (100%) size. Some UPC's may be smaller or larger depending on package design and printing conditions. The minimum size is 1.175 inches by .816 inches (3.00 centimeters by 2.07 centimeters). In general, larger UPC's with good print quality scan better.
 - Contrast--Scanners need contrast between the bars and spaces of the bar code to measure and differentiate them. Black bars with white spaces provide the best contrast for scanning. Absolutely NO red bar codes.
 - Bars and Space Pattern--Each UPC bar code has a unique pattern of dark bars and light spaces.
 Accurate printing of these varying widths is essential.



For information about obtaining a Manufacturer code, UPC formats, and guidelines, please contact the GS1 US (Previously known as the Uniform Code Council):

7887 Washington Village Drive, Suite 300 Dayton, OH 45459 (937)435-3870

(937)435-7317 (Fax) Web site: <u>www.qs1us.orq</u>

6.3 Physical Case Requirements

Conveyable Master Case Sizes	Maximum Case Weight
9" x 9" x 6" (minimum)	50 lbs.
30" x 24" x 18" (maximum)	50 lbs.

- Packed Master Case weight must not exceed 50 pounds (22.67 kilograms) and have dimensions between the minimum and maximum case sizes listed above to be conveyable in our distribution network.
 - NOTE: Master Cases which are not compliant with these conveyable standards may result in vendor violations. Exceptions must be approved prior to shipping, please direct any questions to vendorcompliance@basspro.com
 - Exception: Single selling units which exceed 50 pounds must be packed as a single unit case.
- Structurally, the corrugated box must meet a minimum rating of 32 ECT (edge crush test) for boxes weighing less than 50 lbs.
- All Master and Inner Cases must be able to withstand all shipping, warehouse conveyors and storage demands. (i.e. no loose flaps, **top and bottom securely sealed**, must be able to support weight of its contents as well as the weight of other cases being stacked on top of it).
- Master Cases with dimensions greater than 24 x 18 x 12 inches and those that contain only one single selling unit must be packed in a case which is acceptable for shipping via FedEx, UPS, or small parcel carrier. The Vendor must contact FedEx or small parcel carrier to ensure the case's shipping ability.

6.4 Master Case / Inner Case Requirements (Excluding Pack by Store PO's)

- Bass Pro Shops **requires** vendor to ship in the agreed upon Master and Inner Case quantities.
- NOTE: All Master and Inner Cases should only contain units of a Single Unique SKU.
- **NOTE:** Do not exceed the agreed upon quantity per Master Case.

<u>Master Case (Single SKU) -</u> also called Standard Pack, Case Pack, Master Pack, Master Shipper, Case, or Master Carton. The quantity contained within the Master Case is proposed by the Vendor and submitted to Bass Pro

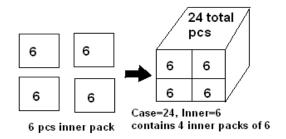
Shops on the **New Item Set-Up** program. A Master Case is the number of selling units of an item that BPS expects to receive in a single box.

• If the Master Case is 24, BPS is expecting to receive NO MORE than 24 pieces in the box of the same SKU. **NOTE:** Every Master Case **must have GS1-128 label.**

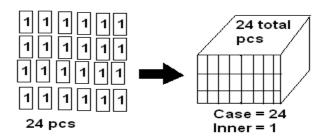
<u>Inner Case (Single SKU) -</u> also called Inner Pack, Inner Carton or Inner. This is an individual case of selling units of the same SKU within the Master Case.

- NOTE: Inner Cases must be packaged in cardboard cases.
- Label each Inner Case with a scannable UPC, SKU, Vendor Model Number and Quantity.
- When the Inner Case quantity is more than 1, the Master Case must be evenly divisible by the Inner Case quantity. For example: 24/6, 48/6, 36/4, and etc.

Example: The Master Case is 24 of the same SKU and the Inner Case is 6 of the same SKU. BPS expects to receive a total of 24 pieces of the same SKU in one Master Case, and within that Master Case there will be four smaller inner cardboard cases of 6 of the same SKU.



If the Master case is 24 and the Inner case is 1. BPS expects to receive a total of 24 individually packed pieces of the same SKU within the master case.



Mixed SKU Case -

A Mixed SKU Case is defined as any non-standard quantity items left over after packing all full cases and will be only allowed on an exception basis with prior approval from your Inventory Specialist.

- Mixed SKU Cases must be packed in a case marked or labeled "Mixed SKU Case" on all sides of the case in 2-inch (5 cm) lettering, on a separate color label, or utilize printed case sealing tape to denote "Mixed SKU Case".
- Every Mixed SKU Case must also have a GS1-128 label.
- Mixed SKU Case must follow the same physical case requirements noted above to prevent any damage in shipping and handling.
- The same SKU is not allowed to be scattered among multiple Mixed SKU Cases.
- Example: If 150 Jackets (30 pieces of size Small, 45 pieces of size Medium, 45 pieces of size Large and 30 pieces of size X-Large) are ordered and the case holds 30 pieces, pack as follows:

Case 1 - 30 Small

Case 2 - 30 Medium

Case 3 - 30 Large

Case 4 – 30 X-large

Case 5 - MIXED SKU CASE - 15 pieces size Medium, 15 pieces size Large.

NOTE: Separate each SKU into individual Inner Cases and label each Inner Case with a scannable UPC, SKU, Vendor Model Number and Quantity.

• **NOTE:** Failure to comply with the Mixed SKU Case requirements will result in a Vendor Violation and applicable Chargeback fees.

6.5 Master Case Label Requirements

<u>Master Case Labels are required if you are NOT on EDI</u> – Master Case Labels must be attached or printed on each case (example below). Master Case labels must include the below information:

- Vendor Number
- Purchase Order Number
- Vendor Model Number
- SKU number or the item's UPC barcode
- Case Content Quantity
- Case Net and Gross Weight
- Vendor Case Number in each Purchase Order (i.e. number 1 of 12)
- Purchase Order "SHIP TO" address
- Country of Origin and/or State of Origin

Vendor#		Ship To:	
PO#: Model: Sku#:			TriCap 19021 South Reyes Ave Compton, CA 90221
Qty:			Puyallup
N.W	KG:		WA 98371 Other
G.W	KG:		
Carton#:	_of	Made In:	

NOTE: Minimum Master Case Label size is 4"x6" with recommended placement on front side of each case.

NOTE: The example shown below is for illustration purposes only and is not to scale.

If there are **Inner Cases**, the following information must be listed on each Inner Case:

• Label each Inner Case with a scannable UPC, SKU, Vendor Model Number and Quantity.

Quantities and items described in the Master and Inner Case markings must agree with contents.

• **Example:** Caps are packed 12 pieces per Inner Case and 6 Inner Cases per Master Case. A quantity of "72" will be shown on the Master Case Label, while a quantity of "12" will be shown on each Inner Case Label. If your Inner Cases are in quantities of one, for example a dinner plate that can be sold individually, a scannable UPC barcode must be included on the outside of the Inner Case.

6.6 GS1-128 Label Requirements

If you are on EDI a GS1-128 label (formerly known as UCC-128) must be on every Master Case (Single SKU) and every Mixed SKU Case.

- A GS1-128 (formerly known as UCC-128) label must be on every Master Case (Single SKU) and every Mixed SKU Case.
- Place label on the short-side, bottom-right corner of each case (see diagram on the following page).
 - Exception: For boxes with ends narrower than the 4" GS1-128 label, apply the label on the longside so it is scannable.
- The GS1-128 label must be a white adhesive label, 4"x 6" in size, non-glossy and waterproof to avoid damage or smearing.
- The GS1-128 label must be correct and scannable, on permanent labels with no laminate or tape covering the GS1-128 label.
- The GS1-128 label/SSCC-18 number on the case must match the information sent on the corresponding ASN and must be unique to each case.
 - o The SSCC-18 barcode is 3.06" wide x 1.30" high.

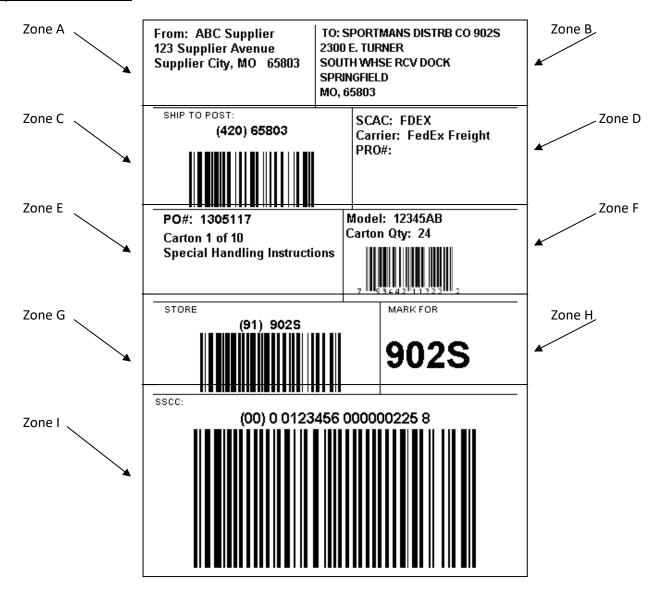
- o The barcode lines vary because they reflect the numbers embedded in the barcode.
- o The quiet zone is .045" on the left side and right side.
- Do not print smaller than the specifications above as these are industry standard for the SSCC-18 barcode.
- Every carton must be labeled with a GS1-128 shipping label, containing a unique SSCC (Serial Shipping Container Code) NOT to be repeated for at least one year.
- Once approved for EDI 856 ASN documents and GS1-128 shipping labels, packing slips are no longer required for domestic shipments, *expect* firearms and small parcel. Packing slips must be attached to the outside of EACH case in a sleeve or envelope making the slip removable and able to be separated from the case for ALL small parcel shipments.
- If the carton has special handling instructions on it, then none are required on the shipping label.
- 856 ASN documents and GS1-128 shipping labels are not required for direct to consumer drop ship orders.

NOTE: Please reference the following pages for examples on GS1-128 label structure, label sample and label placement.

Structure of a SSCC in a GS1-128 Barcode:

Zone A	From:	Vendor Ship-From Name and Address				
Zone B	То:	 Bass Pro Ship-To Name and Address Bass Pro Receiving Dock (REF02 from 850) 				
Zone C	Postal Barcode for Carrier	• Application Identifier (AI) 420 indicates the postal code of the party to which shipment should be delivered and must be included in the bar code for a total of 8-digits.				
Zone D	Carrier	 Carrier Name and SCAC (Standard Carrier Alpha Code) Carrier Tracking (PRO#, Bill of Lading, Tracking Number, etc.) 				
Zone E	PO Number Carton Count Special Instructions	 The PO Number, 7-digits in length – Mandatory Carton Count and Placement (1 of 4) – Optional Special Handling Instructions (Fragile, Hazardous, Liquid) - Mandatory 				
Zone F	Model Number UPC Code Carton Quantity	 Vendor Model Number – Optional UPC and barcode – Mandatory ("MIXED" if multiple products) Carton Quantity – Mandatory 				
Zone G	Final Destination Barcode	 Ship-To Location ID code or Mark-For Location if cross-dock in barcode form – Mandatory 				
Zone H	For:	Ship-To Location ID code or Mark-For Location if cross-dock				
Zone I	SSCC in a GS1-128 Barcode (with Application ID "00")	 Serial Shipping Container Code must be unique and never repeated on any cartons The container barcode must be at least 1-inch high; character set C, with a narrow element width of 0.015 inches, and a quiet zone at least 0.25 inches. Must be bar coded for a total of 20-digits as follows:				

Sample GS1-128 Label:



GS1-128 Label Placement Example



6.7 Individual Packaging Requirements

- All merchandise must be marked conspicuously, legibly, and permanently in English with the country of origin of the goods.
- Vendor model number and the correct, scannable UPC bar code must be visible on all individual items.
- Each "unique" SKU must have a different UPC bar code. Example: a medium blue cap is a "unique" SKU. Other sizes and/or colors should have a different UPC bar code unless part of an assortment.
- A new UPC bar code **must be assigned each time a change occurs** to the original product.
- Unless waived in advance, item(s) must be assembled and ready for sale upon receipt.
- **Individual items** whose product dimensions exceed 24 x 18 x 12 inches (.61 x .46 x .31 meters) must be packed individually in a case, which meets FedEx small parcel shipping standards.
- All fragile/delicate items must be packed as individual selling units in a Master or Inner Case with sufficient filler to protect against breakage.
- If the physical properties of items indicated on the Purchase Order have changed, the Vendor must notify their Bass Pro Shops Merchant immediately.

The following categories have additional packaging requirements:

Liquid or Food Items

- All individual liquid containers must have an airtight inner seal in addition to a cap or lid.
- All food products must be vacuum-sealed with tamperproof lids where appropriate.

Soft Lines

- All apparel and "Soft Lines", must have protective packaging.
- Plastic bags with a thickness of less than .001 inch (1 mil) or 0.0254 mm and large enough to fit over a child's head may not be used unless the suffocation warning is printed on or attached to the bag:

O 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.
- This warning should be printed in English, Spanish and French
- Merchandise must be **Individually** bagged so that the model number, size, color, description and UPC bar code are **clearly** visible, any exceptions will be noted in the bill of materials.
- Packaging must include a silica gel pack for apparel and mildew control for footwear as specified in the bill
 of materials.

Water Craft

- Vendor must attach the **Manufacturer's Statement of Origin** (MSO) to the outside of the packaging for water craft items (i.e. boats, kayaks, canoes, etc.).
- Each watercraft unit of sale must be packaged to ship via truck line.

6.8 Pallet Requirements

- Pallets should not weigh more than 2,500 pounds (1,134 kg).
- All pallets must be secured with shrink wrap or strapping.
- Multiple Master Cases of the same SKU must be stacked together on the same pallet.
 - o If multiple SKUs must be shipped on one pallet, group same SKUs together.
- Pallet quality must be grade 2 or higher with a minimum dimension of 48 inches by 40 inches (1.22 meters by 1.02 meters). Maximum pallet height of 72 inches (for exception approval contact inbound@basspro.com)
- **NOTE:** Each individual case within a pallet MUST have a GS1-128 label (for EDI Vendors) or a Master Case Label (for non- EDI Vendors) attached.
- Pallets should contain a Single Purchase Order.
 - o If multiple PO's must be shipped on one pallet, the individual PO's must be grouped together.
- The US import regulations, in conjunction with the International Plant Protection Convention (IPPC) Standard ISPM #15, restricts the importation of many types of wooden packaging materials such as pallets, crates, boxes and dunnage. Vendors are required to comply with the revised Wood Packing Material (WPM) regulations in marking and treating all WPM.
 - o Information on the IPPC can be found at: www.ippc.int/
- **Special Handling Instructions** must be prominently displayed below the case quantity on **all Master and Inner cases**. Merchandise that requires special handling should include fragile, hazardous, and liquids (i.e. items requiring protection from extreme temperatures).

6.9 Packing Slip Requirements

Packing slips must provide the following information:

- Purchase order number
- Total number of master cases shipped
- Description, model number, size and color for each individual SKU, total quantity shipped (in eaches) for each individual SKU
- Only one PO on a Packing Slip
- **NOTE: Serial Numbers are required for all Firearms** and a complete list must be on or attached to the Packing Slip on each box in the shipment.

Packing Slip Requirement for EDI Vendors:

Packing slips are no longer required to be included on the cases or attached to the BOL on LTL or Truckload shipments if the vendor has been approved for production EDI 856 ASN documents and vendor is using the GS1-128 shipping label. However, **packing slips are still required from EDI vendors for:**

- Small Parcel Carrier Shipments
 - NOTE: Small Parcel Carrier Shipments; i.e. FedEx, must have packing slip attached to the outside of each case in a sleeve or envelope making the packing slip removable and able to be separated from the case. Packing stickers or labels are not acceptable.
- Firearm Shipments
- Import Container Shipments
- Failure to comply will result in a Vendor Violation chargeback

Packing Slip Requirement for Non-EDI Vendors:

- A packing slip must be provided for **each Purchase Order** (and shipment) and must be **securely** attached to the outside of the lead case for LTL or Truckload shipments.
- A copy of the packing slip must be attached to the Bill of Lading and listed on the Bill of Lading as part of the LTL or Truckload shipments. The carrier must present the Bill of Lading with packing slip attached to the Bass Pro Shops Warehouse Receiving Office upon delivery of shipment. A Vendor violation will result if you do not list the packing slip as a package and the carrier does not deliver the packing slip with the Bill of Lading.
- If the Vendor changes the packing slip, they must notify the BPS Inventory Specialist before the shipment arrives or you will receive a Vendor Violation.
- When shipping via FedEx Small Parcel, a copy of the packing slip must be securely attached to the outside of each case in a sleeve or envelope making the packing slip removable and able to be separated from the case being shipped. Packing stickers or labels are not acceptable. Failure to comply will result in a Vendor Violation chargeback.
- When shipping a container and the Vendor is the importer of record, a copy of the packing slip must be attached to the last case, and a copy must be faxed to the appropriate receiving warehouse.

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7. DOMESTIC SHIPPING AND ROUTING INSTRUCTIONS

To ensure prompt delivery, eliminate congestion at our receiving docks and to assist us in obtaining effective tracking of shipments, we require your compliance with the following guidelines. This guide will assist with the routing of shipments consigned to both Bass Pro Shops and Cabela's locations across the United States. Compliance is mandatory. Failure to comply with any of the below requirements will result in chargeback fees being assessed. If you ship from an offsite warehouse, it is your responsibility as the Vendor, to ensure compliance with this guide.

An important aspect of this guide is the need for a 2-3 business day pick up window, and the consolidation of all shipments within a given week.

Use of Express shipment services is dictated by urgency and can only be approved by Bass Pro Shops' Director of Allocation & Replenishment. Bass Pro Shops will not pay for any air shipments without prior approval. If the Vendor elects to air ship goods, the Vendor will be responsible for all freight charges incurred. **Note:** With Prior Approval, ship FedEx Express Bill Third Party. You will need an account number to ship to us via FedEx Express. Contact vendorrelations@basspro.com for the recipient's account number.

7.1 Shipping Mode Determination

- LTL/FTL Shipments
 - Shipment weight must be greater than 150lbs.
 - If shipping Single packages, must be greater than 150lbs or length plus girth greater than 130" or length greater than 108".
 - o Product must be palletized.
 - Pallet quality must be grade 2 or higher with a minimum dimension of 48 inches by 40 inches (1.22 meters by 1.02 meters).
 - Pallets may be stacked to maximize cube efficiency, if product allows and can be shipped without damage.
 - Maximum pallet height is 72 inches (Exceptions may be made. Please contact inbound@basspro.com)
- Small Parcel Shipments
 - Single or multiple cases that do not fit the above criteria.
 - Please see Instructions for Small Parcel Shipments later in this section
- Shipping via incorrect mode will result in chargeback fees.

7.2 Instructions for LTL/FTL - Collect Shipments

Routing Requests for LTL/FTL - Collect Shipments

- Orders consigned to the same 'Ship To' address with the same requested ship day are to be consolidated into one shipment using a single Bill of Lading.
- All Purchase Orders tendered to ship in the same week from the same origin to the same destination must be consolidated into one shipment and submitted on one routing request (up to a full truckload or FTL)
- All routing requests must be submitted via the Descartes Supplier Portal.
 - o **NOTE:** Contact Logistics at inbound@basspro.com for required forms and setup instructions.
- Requests for routing must be submitted via the Descartes Supplier Portal at least 2 business days prior to the earliest requested pick-up date.
- The Approved Pick-up Window will extend a minimum of 2 calendar days prior and 2 calendar days after the required ship date on the Purchase Order.
 - NOTE: Descartes Supplier Portal will not support requests for routing outside of the Approved Pick-up Window.
 - NOTE: Contact your Inventory Specialist if the Purchase Order will ship later than the required ship date.
- All fields must be completed on the Descartes Supplier Portal including:
 - Purchase order number(s)
 - Number of cases
 - Number of pallet spaces
 - Cube of shipment (One pallet space = 100 cube)
 - Weight (including pallet weight)
 - o NMFC (type in "Commodity" field) and freight class (If multiple freight classes; use highest class)

Special Instructions must indicate Hazmat if applicable

- Failure to complete any of the above required fields will result in chargeback fees.
- Vendor is responsible for identifying the NMFC (National Motor Freight Classification) and Freight Class Code. If NMFC or Class Code information is unknown, contact: inbound@basspro.com
- Routing instructions will be provided based on shipment characteristics provided in the routing request.
- Shipping instructions will be sent at least one business day prior to pick up/carrier arrival.
- All collect shipments must be given to the carrier assigned to the load via the routing instructions. The shipper must complete <u>a single VICS Bill of Lading (BOL)</u> per Bass Pro Shop load assigned.
- Vendor must have freight ready at the "Available for Pickup Date and Time" per the Descartes "Shipping Instructions" e-mail.
- Chargeback and/or Fees directly from the carrier will occur if freight is not provided to the carrier when pick up is attempted. Please refer to pages 48 and 49 for additional chargeback information.
- Detention fees will apply if a two-hour load time is exceeded.
- Shipments will not be scheduled for pick up on weekends or holidays without prior approval.

Bill of Lading Requirements for LTL/FTL - Collect Shipments

- Vendor may generate their own systematic BOL provided all required information is provided.
- If a vendor is unable to generate a systematic BOL with the required fields, vendors must follow the VICS BOL process.
- Shipment = all Purchase Orders tendered to ship on the same day from the same origin to the same destination on one BOL.
- The Bill of Lading must be complete including:
 - o BOL and/or PRO# and load number on LTL loads.
 - The unique ASN Shipment ID Number just be included (hand written if needed) in the TOP RIGHT CORNER of the BOL/Freight Bill
 - o Carrier, trailer number, seal number and load number on FTL loads.
 - NMFC and Freight Class must match the routing request for all LTL loads.
 - Weight, cases and pallets must match routing request for all loads.
 - Each Purchase Order must be entered on an individual line in the customer order field to include, cartons and gross weight per Purchase Order
 - o Pallet dimensions for LTL loads in the commodity description field
 - Freight terms should be Third Party Billing:

Bass Pro, LLC

ATTN: Transportation Dept

2500 E Kearney

Springfield, MO 65898

- The Special Instruction Field should be used for the following:
 - If shipping FedEx Freight BOL must be marked "Economy".
 - Load Number must be entered.
 - Directions for the carrier, such as protected services and delivery instructions.
 - "Hazardous Emergency Contact Number" according to the current regulations.
- Questions contact: inbound@basspro.com

Date:					L C)F L	ADING	}	ASN Ship	ment ID #	Page		
SHIP FROM Name: Vendor Name									Bill of Lading Number:				
Addres	s: 1234 N	North On	ie Way										
City/Sta	ate/Zip: F	lalf Way	, MO 656	63						BAR CODE	SPACE		
SID#: FOB: □													
									CARRIER N	IAME:			
									Seal numb				
									SCAC:	ei(s).			
, , , , , , , , , , , , , , , , , , , ,									Pro numb	er:			
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Name:	Bass Pro	Shops	ATTN: Tr	ansportati	on De	partme	nt			BAR CODE	SPACE		
Addres	s: 2500 E	E Kearne	ey St										
City/Sta	ate/Zin: S	Sprinafiel	ld, MO 65	898				-	Freight Ch	narge Terms: (freight	charges are pro	enaid	
•									unless mark	red otherwise)			
SPECIA	AL INSTE	RUCTIO	NS: Load	d# (LD001	XXXXX	x)			Prepaid			arty _X	
									(check box		Lading: with attached		
							ER ORDER		MATION				
	TOMER (ORDER N	IUMBER		KGS	(0			LET/SLIP	ADDITIONA	L SHIPPER INF	-0	
12345				24		300		Y	N N				
12349				18		421			N N				
76543				18		380 Y			N				
76544 35536				6 37			472	Y	N N				
	D TOTAL			103			1893						
				100			RRIER INFO						
	DLING NIT	PAC	KAGE				(СОММ	ODITY DE	SCRIPTION	LTL O	NLY	
QTY	TYPE	QTY	TYPE	WEIG	НТ	H.M. (X)	Commodities i must be so mar	ked and pac	ecial or additional car kaged as to ensure s e Section 2(e) of NM	e or attention in handling or stowing afe transportation with ordinary care.	NMFC #	CLASS	
2	Plt	42	Ctn	921		(//)	Sportin		ods-NON		15520-6	100	
2	Plt	61	Ctn	972			Plt Size				028160	150	
											RECE	IVING	
							Plt size	48x4	x40x60				
							Plt size						
4		103		1893					GRAND TOTAL				
value of the	e property as fo	ollows:	• •	•			the agreed or o	declared		nount: \$		_	
"The agree		·	roperty is spec	ifically stated by	the ship	per to be no	ot exceeding		Fee Terms: Collect: ☐ Prepaid: ☐ Customer check acceptable: ☐				
NOTE	^{pe} Liability L		n for loss (or damage	in this	s shipm	ent may be	e applic	cable. See	19 U.S.C. 14706(c)(1)			
RECEIVED the carrier a), subject to inc and shipper, if	dividually det applicable, c	ermined rates of the the	or contracts that rates, classification	have bee	en agreed u	ipon in writing b	etween blished by	The carrier	shall not make delivery of the		payment of	
the carrier	and are availa	ble to the shi	pper, on reques	st, and to all app	olicable st	tate and fed	leral regulations		Shipper				
SHIPPE	R SIGNA	TURE / D	DATE	Ī	Trailer	Loaded	: Freight	Counte	Signature d:	CARRIER SIGNA	ATURE / PICKU	IP DATE	
described, pa	ckaged, marked	and labeled, an	als are properly cla	ndition for		y Shipper				Carrier acknowledges receipt certifies emergency response	of packages and required information was made ava	placards. Carrier ailable and/or	
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							contain By I	Driver/Pie	eces	Property described above i	s received in good order,	except as noted.	
								5./1 10					

Compliance Guidelines for LTL/FTL - Collect Shipments

- Vendors will be assessed chargeback fees for all BOL discrepancies and associated charges incurred to correct these discrepancies.
- Common discrepancies:
 - o Failure to indicate Third Party terms and bill to address.
 - o Improper/ missing description of freight.
 - o Improper/ missing NMFC and sub-class item number.
 - o Improper/missing Freight Class.
 - o Incorrect/missing pallet, carton information.
 - Incorrect/missing weight (including pallet weight).
 - o Pallet dimensions for LTL shipments.
 - o Failure to indicate Purchase Order and provide on BOL
 - o Failure to indicate seal number on FTL shipments.
 - Shipping to wrong destination.
 - o Failure to indicate Carrier Pro/Load Number/BOL number/ASN number.
 - o Failure to use assigned carrier.
 - o Failure to have shipment ready when carrier arrives for pickup

Shipping Considerations for LTL/FTL - Collect Shipments

- All shipments must be billed in accordance with the shipping terms of sale as indicated on the Purchase Order.
- No freight expenditures will be allowed on a product invoice.
- Transportation or Warehousing fees are not allowed to be added to product invoices. The charges will be reversed or charged back to the vendor, including any applicable fees.
- All LTL and FTL shipments must have 3 copies of the BOL, two are to be given to the carrier at time of pick-up and one is kept for the Vendor's records. Vendor must keep record of BOL and Pro/Seal #.
- FTL collect shipments must have the trailer sealed by the Vendor and the seal number noted on the BOL. This is non-negotiable, vendor will be responsible for any shortages and a chargeback will be assessed if not followed.
- If required, Packing Lists for this shipment must be in one envelope marked "BPS Packing List". Attach the envelope to the lead case or pallet.
- Group all cases for each unique Purchase Order together on pallet to ensure efficient flow throughout the transportation and receiving process.
- For LTL shipments, the Vendor and carrier must physically count and agree to the number of cases loaded.
 Note on the BOL case count and carrier counted (not shrink-wrapped pallets said to contain). Vendor will be responsible for shortages.

Special Handling for LTL/FTL - Collect Shipments

Hazardous Shipments

- Items requiring Safety Data Sheets (SDS) must have GHS compliant copies of the most current SDS on file. SDS Sheets must be e-mailed to <u>Hazmat@BassPro.com</u> (After SKU is created within Bass Pro system)
 SKU number must be listed in the body of the e-mail that the submitted document supports. All SDS's are required to be kept current within 3 years of current date and/or any changes to the product. This process includes lithium and non-spill-able batteries when shipped in or with product.
- All Vendor's employees involved in identifying, classifying, packaging, marking, labeling documenting and handling hazardous materials for transport must be properly trained and certified in accordance with all applicable requirements.
- Vendors must ensure the hazardous material shipped is safe for transportation prior to tendering shipment to the carrier.
- Vendors are responsible for the proper identification and completion of the shipping papers and any other related documents associated with the shipment of hazardous materials.
- Hazmat must be indicated in the Special Instructions on the routing request.
- This information is to include:
 - o Correct UN or NA numbers associated with the product.
 - o Proper shipping name of the product that is being shipped.
 - o Correct hazardous material classification and packaging group.
 - o 24-hour emergency contact telephone number and emergency response information.

- For Hazardous Materials, commodity description must follow the Hazardous Material requirements of the U.S. Department of Transportation 49CER.
- Vendors must address any inquiry directed to hazardous material shipments and prepare any reports or forms associated with such inquiry.

Drop Ship BOL Example:

Date:						BILL OF LADING					9 Page				
Name: Third Party Drop Ship Vendor Address: 1234 North One Way City/State/Zip: Half Way, MO 65663									Bill of Lading Number: BAR CODE SPACE						
SID#:					FOB:]									
Name: Customer Name Locat Address: 1234 Main City/State/Zip: Chadron, NE 69337 CID#:							Location #:				CARRIER NAME: Trailer number: Seal number(s): SCAC: Pro number:				
Name:			ATTN: Tra				nt				BAR CO	DF	SPACE		
	s: 2500 E			•							DAII OC		OIAGE		
•			d, MO 65					(un	less mark	ed otherwise)		charges are pre		
SPECIA	AL INSTF	RUCTION	NS: Load	# (LD001	XXXXX	()		<u> </u>	Pr	epaid □		ill of La	3 rd Pa ding: with attach	arty _X ned	
						CHETOM		INFORM	MA A	(check box	and the sale of the			iou	
CUS	TOMER C	ORDER N	UMBER	# F	KGS		ER ORDER /EIGHT	PAL	LE	T/SLIP E ONE)	ADD	ADDITIONAL SHIPPER INFO			
12345	67			1			395	Y	\CL	N N					
						Y N									
								Y		N N					
								Υ		N					
GRAND	TOTAL			1			395			ı					
HANDLI	NG UNIT	PAC	KAGE			CAR	RRIER INFO				SCRIPTION		LTL O	NI Y	
QTY	TYPE	QTY	TYPE	WEIGHT		H.M. (X)	Commodities r	equiring spec ked and pack	cial o	or additional care	or attention in handling of transportation with ord	r stowing inary care.	NMFC #	CLASS	
1	Plt	1	Ctn	395		(X)	Safe	366	See Section 2(e) of NMFC Item 360				172260	85	
							Plt Size	48X4	8X40X60						
														IVING	
													STAMP S	PACE	
1		1		395				GI	R	AND TO	OTAL				
value of the	property as fo d or declared v	ollows:	operty is speci	to state specifically in writing the agreed or declared stated by the shipper to be not exceeding					COD Amount: \$ Fee Terms: Collect: □ Prepaid: □ Customer check acceptable: □						
	iability L	imitation	for loss o								9 U.S.C. 1470	6(c)(1)	(A) and (B).		
RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations.									f		hall not make deli Il other lawful char		is shipment without	ipper	
This is to certiful described, page	kaged, marked a	named material and labeled, and	ATE s are properly cla l are in proper cor lations of the U.S.	ndition for		r Loaded: By Shipper y Driver	By S		nted: CARRIER SIGNATURE / PICKUP DATE Carrier acknowledges receipt of packages and required placards. Carrie certifies emergency response information was made available and/or carrier has the U.S. DOT emergency response guidebook or equivalent documentation in the vehicle.				placards. Carrier ilable and/or ok or equivalent		

Drop Ship LTL/FTL - Collect Shipments

For Cabela's Drop Ship (direct to customer) shipments over 150 lbs or single box shipments over 150lbs or 130" length and girth, please submit manual routing request.

- A routing request must be submitted by the vendor. Contact inbound@basspro.com for instructions.
- Routing instructions will be sent back to the vendor specifying the carrier and provide a load number
- Mark BOL showing Third Party Billing
- Third Party Bill to Address:

Bass Pro, LLC Attn: Transportation Dept 2500 E Kearney Springfield, MO 65898

- . Load number must be listed on the BOL in the special instructions section on all dropship orders
- The NMFC and Class must be listed on the BOL
- Pallet dimensions must be listed on the BOL

7.3 Instructions for FedEx Small Parcel Shipments

When Bass Pro Shops is responsible for transportation charges for shipments under 150 lbs, all routing must be via FedEx Ground Collect.

- Use of FedEx Express services are only allowed when shipping perishable foods with dry ice or when prior authorization has been given.
- Compliance Guidelines for Shipping charges will be invoiced directly to Bass Pro Shops, while additional fees associated with your FedEx shipments, including pickup fees, additional handling and oversized fees if applicable, will be invoiced to you. Costs associated with any other method of shipment falling outside these guidelines may not be paid by Bass Pro Shops. These new shipping guidelines are effective immediately and must be followed as outlined. All shipments and invoices will be monitored for compliance to these terms. Noncompliance may result in a chargeback of transportation fees, plus an incident fee and cost of goods fee. Each supplier is responsible for communicating and implementing this transportation directive to their Logistics Department and/or all individuals responsible for shipping to or on behalf of Bass Pro Shops.

Inbound Collect - Small Parcel Shipment Instructions

- You will need your own shipper account number for pickup and routing purposes when shipping via FedEx to our facilities or when drop-shipping to our customers. If you do not have an account number, go to www.fedex.com, or call 1.800.GOFedEx 1.800.463.3339 to set one up.
- Use FedEx Ground® for inbound shipments to a Bass Pro Shops or Cabela's facility weighing up to 150 lbs. Shipment must be non-palletized, individually packaged and individually labeled
- Select Collect for billing option
- You do NOT need a Bass Pro Shop's FedEx account number to Ship FedEx Ground® using Collect as the billing option
- Do not Declare Value
- Enter the required Bass Pro Shops Purchase Order number in the PO field or first reference field. If there are multiple Purchase Orders, separate with a comma only Example 1234567,2345678
- Failure to accurately complete any of the required fields above may result in chargeback fees.

Drop Ship - Small Parcel Shipment Instructions

- Use FedEx Home Delivery for residential small packages up to 70 lbs. shipped directly to our customers
- Use FedEx Ground® for small packages shipped directly to our customers or retail store weighing over 70 lbs (up to 150 lbs. per carton must be non-palletized, individually packaged and individually labeled and indicate residential)
- FedEx Express® 2Day service is allowed when shipping perishable foods with dry ice. Ensure packages are properly marked and labeled for dry ice. Please refer to fedex.com for more information.
- Do not declare value
- Select Bill Third Party and contact vendorrelations@basspro.com for the correct account number to use.
- Enter the required Bass Pro Shop's Purchase Order number in the first field reference field. If there are multiple POs, separate with a comma only Example 1234567,2345678. Enter the UON (unique customer

order number) in the second reference field.

- NOTE: No Canada or Foreign shipments allowed.
- Failure to accurately complete any of the required fields above may result in chargeback fees.

NOTE: All FedEx shipments must be prepared using an automated shipping solution, either FedEx Ship *Manager*® at www.fedex.com or FedEx Ship *Manager*® hardware or software.

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

1. From

Verify the sender information is correct

2. To

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

3. Package & Shipment Details

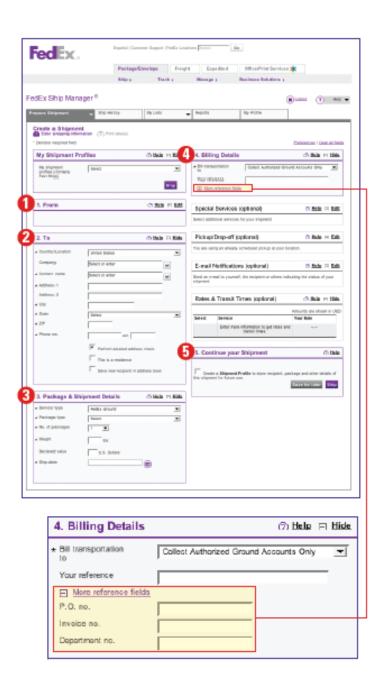
Select FedEx Ground® as the service type; then select the package type you will be using for your shipment.

4. Billing Details

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

5. Complete Shipment

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



Compliance Guidelines

Shipping charges will be invoiced directly to Bass Pro Shops, while additional fees associated with your FedEx shipments, including pickup fees, additional handling and oversized fees if applicable, will be invoiced to the vendor. Costs associated with any other method of shipment falling outside these guidelines may not be paid by Bass Pro Shops.

All shipments and invoices will be monitored for compliance to these terms. Noncompliance may result in a chargeback of transportation fees, plus an incident fee and cost of goods fee. Each supplier is responsible for communicating and implementing this transportation directive to their Logistics Department and/or all individuals

responsible for shipping to or on behalf of Bass Pro Shops.

Account Confidentiality

FedEx billing account numbers are considered confidential and should only be communicated for the limited purpose of preparing FedEx shipments under these Routing Instructions. Do not post this information online or make it generally available beyond what is required for your company to follow these instructions.

FedEx Support

For immediate assistance with questions about these routing guidelines, call the FedEx Vendor Activation Desk at 1.866.883.9290 (toll free). This resource is available Monday through Friday, 8 a.m. to 5 p.m. CST. You may contact FedEx Customer Service at 1.800.GoFedEx 1.800.463.3339 for assistance anytime.

7.4 <u>Domestic Transportation Guide for Prepaid Shipments</u>

- Vendors must ship based on their Purchase Order contract with Bass Pro Shops.
- Prepaid shipments must conform to all the above shipping rules and regulations.
- No freight expenditures will be allowed on a product invoice
- All charges incurred during the shipping of a prepaid Purchase Order are the shipper's responsibility.
- Approved carriers are strongly preferred to deliver
- Carriers may change at Bass Pro Shops discretion.
- **NOTE:** If the Purchase Order does not qualify for prepaid shipping then it must be shipped collect and follow the appropriate routing instructions found in the beginning of this section.
- Carrier must make delivery appointment. E-mail inbound@basspro.com for contact information.

Bass Pro Shops List of Approved Carriers:

LTL Core Carriers
ABF/ArcBest
USF Holland
Yellow Freight
FedEx Economy Freight

Intermodal Core Carriers
Swift
Cornerstone
Schneider
Alliance

V 1.1

7.5 Routing Instructions for Shipments to Alaska

Instructions for LTL/FTL - Collect Shipments to Alaska

Vendors shipping FTL or LTL **freight collect** on behalf of BPS will be required to request routing through the Descartes Supplier Portal.

- FTL (Full Truck Load)-Lower 48's to Alaska
 - Routing will be given to the vendor via the Descartes Supplier Portal indicating delivery to Lynden Transportation. Vendors will be required to fill out a BOL listing the consignee as:

Bass Pro Shops #68 or #452

C/O Lynden Transportation

3046 Mt. View Drive Anchorage AK 99501

- LTL (Less than truck load-)-Lower 48's to Alaska
 - Routing will be given to the vendor via the Descartes Supplier Portal indicating delivery to Lynden Transportation, or our Tooele, UT DC for consolidation. A copy of the original BOL must be attached to Pallet #1. Each pallet must have a pallet label that reads BPS # 68 or #452 Pallet 1 of (total # of pallets). BOL must show Lynden or Tooele as the consignee.

Lynden Transportation Cabelas
Bass Pro Shops Tooele DC

5410 12th St E -Or- 2000 W Cabelas Way Fife WA 98424 Tooele, UT 84074

- FTL (Full Truck Load)-Alaska to Alaska
 - Routing will be given to the vendor via the Descartes Supplier Portal indicating delivery to either the Bass Pro Ships #68 or Cabela's #452 Anchorage store locations. Vendors will be required to fill out a BOL listing the consignee as:

Bass Pro Shops #68 3046 Mt. View Drive Anchorage AK 99501 -----Cabela's #452

155 W 104th Ave Anchorage, AK 99515

<u>Instructions for Small Parcel FedEx - Collect Shipments to Alaska</u>

Vendors shipping collect (under 150lbs) will ship small parcel direct to Lynden Transportation for consolidation. Small parcel shipments must be shipped via FedEx Ground Collect to Lynden.

NOTE: See sections 7.1 and 7.3 for Small Parcel Inbound Collect Shipment guidelines.

You do not need our account number to ship using FedEx Ground Collect. If there is 1 box over 150 lbs. or total shipment weight Over 150 lbs., you must follow the LTL/FTL instructions (see above).

- Small Parcel Shipments Lower 48's to Alaska
 - Small parcel shipments will be routed to Lynden Transportation for consolidation and then forwarded to the Anchorage store as follows:

Bass Pro Shops #68 or Cabela's #452 C/O Lynden Transportation

5410 12th St E Fife WA 98424

- Small Parcel Shipments Alaska to Alaska
 - Small parcel shipments will be routed directly to either the Bass Pro #68 or Cabela's #452
 Anchorage store locations as follows:

Bass Pro Shops #68 3046 Mt. View Drive Anchorage, AK 99501 -----Cabela's #452

155 W 104th Ave Anchorage, AK 99515

Vendor Prepaid Shipments (Small Parcel, LTL or Truckload) Lower 48's to Alaska

Prepaid vendors can use the carrier of their choice. These shipments are prepaid from the vendors shipping point to the Anchorage store location. BPS will not accept prepaid shipments to consolidator. Any prepaid shipment to consolidator will result in a deduction of excess freight from the vendors invoice and be subject to an administrative fee per shipment.

• When Minimum order quantities are not reached to qualify for prepaid shipping, the shipment is to be routed via the Descartes Supplier Portal for FTL or LTL shipments or shipped small parcel FedEx Ground Collect as instructed in this section. Vendors should not ship prepaid and add shipping charges to the invoice. This will result in a Freight Chargeback.

7.6 Routing Instructions for Shipments to Canada – Bass Pro Shops Locations

For Shipments to Bass Pro Shops locations in Canada, Bass Pro Shops Canada, ULC is the Importer of Record. Please list Livingston International as the Canada Customs Broker on all documents. Please use this link to find Commercial Invoice Documents you can fill out online: www.livingstonintl.com/form/canada-customs-invoice/

You must reference the Bass Pro Shops PO# on the invoice. For Courier shipments, please include the BPS LI Account #374184 and Team #46471 on the invoice to ensure the documents are turned over to our Livingston team. For Broker Select information, please use this address: Livingston International, 36 Queen St., Ft Erie, Ontario Canada, L2A 0B5, 888-871-4999. Please cc: expcompliance@basspro.com with a copy of your documents.

Lower 48's to Canada Shipments

Mode	Weight	Carrier	Contact		
Small Parcel Ground	1-68 Kgs or 1-150 Lbs	FedEx Ground**	(800)463-3339		
Less than Truckload/Truckload	150-9999lbs/10,000lbs or >	Descartes Supplier Portal	inbound@basspro.com		

When shipping via FedEx Ground, please be sure to ship Collect- NOT C.O.D. ** US to Canada: Please use Fed Ex Broker Select option in the Special Services options box. Enter Livingston as the Broker, Address: Livingston International, 36 Queen ST., Fort Erie, Ontario, Canada L2A 0B5. Phone: 888-871-4999, fax: 866-548-4685. This will allow the "Collect Authorized Ground Accounts Only" option to appear in the Billing Details – "Bill transportation to" drop down box. ***Canada to US Enter FedEx Broker and FedEx will clear it.

For freight shipments, please fill out the Pars Cover Sheet and Include it with your document packet given to the driver. Please see Export section of Vendor Portal for samples of Pars Cover Sheet and Commercial Invoice.

Canada to Canada Shipments

Mode	Weight	Carrier	Contact		
Small Parcel Ground	1-68 Kgs or 1-150 Lbs	FedEx Ground (for areas not serviced by FedEx use Purolator)	(888)-744-7123		
Less than Truckload/Truckload	150-9999lbs/10,000lbs or >	Descartes Supplier Portal	inbound@basspro.com		

If using Purolator, you must enter our account number in the Purolator Business Account box. Please contact vendorrelations@basspro.com for that account number. You must also enter the PO number in the PO Number Field or, in some systems, the Reference 1 field, so that accounting can match the shipment to the correct purchase order. Failure to do so may result in a chargeback.

If shipments are Purolator Oversized, use Descartes Supplier Portal for routing.

NOTE: Specialized Carrier for Hazardous Shipments: contact PUROLATOR at 888-744-7123.

7.7 Routing Instructions for Shipments to Canada – Cabela's Locations

NOTE: Routing for shipments to Cabela's locations in Canada will be handled through the Cabela's Canada office – please refer to the Cabela's Canada Vendor Manual and direct any questions for routing these shipments to Vendor Compliance Canada at vendompliance@cabelas.ca

8. DROP SHIP (Direct to Customer) REQUIREMENTS

All vendors should contact the EDI Department, edisupport@basspro.com both non-EDI compliant and existing production EDI vendors not currently receiving drop ship PO's via EDI, regarding the use of EDI transactions in conjunction with our drop ship program.

8.1 EDI Drop Ship Setup Procedure

If using in-house EDI, please request that you are provided with the additional EDI requirements for processing the 850 PO, 855 PO Acknowledgment, 846 Inventory Advice, and 810 Invoice by contacting the EDI Department. The 856 ASN and GS1-128 (Formerly UCC128) shipping label documents are not required.

- 850 PO Vendors will need to have the ability to evaluate the PO based on a 2- character code transmitted that is a drop ship order and map the customer ship-to and contact information within their order entry system.
- 810 Invoice If pre-approved handling charges, tax, duty, etc., apply, additional testing is required to
 ensure the vendor is transmitting this amount in the required EDI fields and applying to the total gross
 invoice amount.
- 846 Inventory Advice Must be submitted once daily, preferable in the morning reflecting current inventory as this is used to evaluate items offered online and remove any that are either not reported or report 0 quantity inventory. This ensures we are not taking orders that cannot be fulfilled by the vendor due to an item's unavailability.
- Although the 856 ASN is not required for drop ship orders; only DC and store orders, the EDI Invoice is required. The PO is not received in our system until the invoice is received. If PO is not received, no payment to the vendor will be initiated. If there are delays in payment for drop ship orders, please contact ap.help@basspro.com. This is likely due to an issue with invoice receipt. For both EDI invoices and ASN documents, when they are received by Bass Pro Shop, they are processed in our internal translation software and a 997 Functional Acknowledgement is returned confirming receipt on our side which will reconcile the EDI documents on your side.
- VALID tracking numbers and carrier information MUST be included with your EDI Invoice. If using SPS
 Commerce or other third-party provider, you will include the VALID Tracking number in the Tracking
 Number field provided and the carrier in the SCAC Code field. If the tracking or carrier information
 received is invalid, vendor will be notified, and administrative fees may be assessed.
- If using outsourced EDI, please contact the EDI Department and provide your EDI provider information to ensure the EDI requirements are in place with the specified provider, as well as to ensure the overall procedures for processing drop ship EDI orders are communicated.
- Existing EDI vendors shipping Drop Ship orders for the first time will need to contact edisupport@basspro.com to make the necessary mapping adjustments to EDI transmissions including additional fields (customer name, shipping information, additional fees etc.).
- All shipping notices, backorders and cancellations MUST be e-mailed to dropship@cabelas.com. Bass Pro will notify the customer of any backordered item and the time frame the item will be available.
- Order may be cancelled if item availability does not meet the customer's needs.
- Sample of Drop Ship EDI invoice below:

Sample 810 Drop Ship:

ST*810*0001 BIG*20081009*00001**1234567 REF*IA*123456 N1*RI*REMIT TO****O4 N3*123 REMIT TO AVENUE N4*SPRINGFIELD*MO*65721 ITD******20081109 IT1**12*EA*48.76**UP*123456789123 TDS*5376 CAD****FDEG***08*097710060879244 SAC*C*D500***500 CTT*1 SE*13*0001

8.2 <u>Drop Ship Payment Terms and Fees</u>

- Payment terms and PO discounts need to be consistent for all orders under the vendor number.
- Although the 856 ASN is not required for drop ship orders, **the 810 EDI Invoice is required**. The receipt of the 810 invoice receives the PO in our system. If no invoice is submitted, PO will not be received and no payment to vendor will be initiated. Please contact ap.help@basspro.com quickly if payments for drop ship orders fall behind. This typically means that there was an issue in the receipt of the invoices.
- Taxes, and shipping can be added as a summary charge on the EDI invoice. The vendor will insert each additional charge with the corresponding EDI code. Additional costs for drop ship items should not be included into PO costs. Such additional fees must be signed off on by the Merchant.

9. INVOICING AND PAYMENTS

Your success is critical to Bass Pro Shops, LLC and its Affiliated Entities. Prompt and accurate payment is a number one priority. Adhering to the policies outlined in this section is the best way to ensure timely payment. Checks will be sent to the Vendor's remittance address. Correspondence will be either faxed or sent to the address you have designated as your correspondence address.

Merchandise is to be sent to the location indicated on the Purchase Order.

Preferred invoice submission method for EDI:

If you are not currently EDI compliant, please refer to EDI Requirements in the Vendor Setup section of this guide. While working to become EDI compliant, invoices can be submitted via email to apinvoice@basspro.com

Non-EDI invoices must be sent to:

Bass Pro Shops Accounts Payable 2500 E. Kearney Springfield, MO 65898 A/P-Merchandise Fax #417-873-5089

9.1 Invoicing

Vendor must invoice each Purchase Order number separately.

- NOTE: Invoice numbers MUST NOT exceed 10-digits
- NOTE: If there are any discrepancies, DO NOT SHIP and contact your Inventory Specialist IMMEDIATELY.
- Early payment discount on invoices will not be forfeited if vendor's invoice does not match accepted purchase order and requires additional research to resolve.
- Shortage claims must be submitted with required documentation within 60 days of shortage notification.
 Any shortage claims outside the acceptable window will be denied.

Invoices must include the following information

- · Vendor name and address
- Bass Pro Shops assigned vendor number
- Bass Pro Shops location and address
- Mode of transportation
- Invoice number and date
- Purchase order number
- Item description
- Each SKU quantity and total each quantity
- · Each cost and total cost
- Total carton count
- Currency of invoice

Common Invoice Discrepancies

- Missing or incorrect Purchase Order number
- Multiple Purchase Orders on an invoice: One invoice per Purchase Order
- Missing or incorrect Bass Pro Shops location number
- Missing vendor number
- Vendor name different from Bass Pro Shops Purchase Order
- Product substitutions (i.e. product not on Purchase Order): Product substitution is not allowed.
 Immediately notify your Inventory Specialist if the merchandise on the Purchase Order is unavailable.
- Price discrepancies (i.e. difference between Purchase Order price and invoice price): SKU Purchase Order
 cost must match line item invoice cost. Notify Merchant/ Inventory Specialist of all costs that deviate from
 Purchase Order costs (prior to shipment).
- Merchandise shortages: Complete and accurate shipments (avoid shortages and mis-shipments).
- Quantity measures (i.e. case/inner pack discrepancies): Invoice the same quantity measurements as Purchase Order.
- Do not include NEW STORE allowances, discounts or freight, in the cost of the goods without the buyer's input or knowledge. Allowances and deductions are taken off the total invoice cost at time of invoice

payment by Bass Pro Shop.

o DFI Deductions are calculated on invoice Gross.

Example of DFI deductions:

Purchase Order Total	\$2000
2% Advertising Allowance	\$40
1% Defective Allowance	\$20
2% Terms	\$40
Payment total	\$1,900

- Debit Deductions are calculated Receipts minus Returns
- NOTE: In ALL cases, the SKU Purchase Order cost must match the SKU invoice.
- **NOTE:** Terms discount will not be forfeited by Bass Pro Shops if the vendor's invoice does not match accepted Purchase Order and shipment which requires additional research to resolve.

Non-EDI Invoices

Non-EDI invoices can be mailed to the AP address on previous page or they may be e-mailed to <a href="mailed-e

EDI Invoices

Bass Pro Shops has implemented electronic invoicing. Please contact the EDI Department at EDISupport@basspro.com for assistance.

• **NOTE:** Vendors on EDI will receive a chargeback each time a paper invoice is sent in instead of or along with electronic invoices.

Below are some additional EDI Invoicing regulations:

- Bass Pro Shop does not accept zero cost invoices, credit memos, or RMS's via EDI.
- If payment terms are "Documents at Acceptance", DO NOT send an 810 Invoice.
- Bass Pro Shop allows only one PO per invoice.
- Bass Pro Shops does not pay freight charges added to an invoice and should not be transmitted via EDI. All freight charges must be approved, and a separate payment method established.
- All handling charges will be rejected until the BPS Accounting Department has approved the charge for your account.
- All paper invoices should be discontinued with EDI, unless the corresponding PO was NOT received via EDI.
- If a Non-EDI purchase order is received; fax, mail, etc., a paper invoice must be submitted to our A/P Department.
- If use rollover invoice numbers, please do not duplicate previously used invoice numbers.

EDI Invoice Examples

Sample 810 for DC/store location:
ST*810*0001
BIG*20081009*00001**1234567
REF*IA*123456
N1*RI*REMIT TO****O4
N3*123 REMIT TO AVENUE
N4*SPRINGFIELD*MO*65721
ITD*****20081109
IT1**12*EA*48.76**UP*123456789123
IT1**12*EA*42.4**UP*123456789321
IT1**10*EA*38.16**UP*123456789456
TDS*147552
CTT*3
SAC*A*A260***4427
CTT*3
SE*13*0001

Sample 810 with Canadian GST: ST*810*0001 BIG*20081009*00001**1234567 REF*IA*123456 N1*RI*REMIT TO****04 N3*123 REMIT TO AVENUE N4*SPRINGFIELD*MO*65721 ITD******20081109 IT1**12*EA*48.76**UP*123456789123 IT1**12*EA*42.4**UP*123456789321 IT1**10*EA*38.16**UP*123456789456 TDS*148769 SAC*C*D360***1217*********GST Number CTT*3 SE*13*0001

Sample 810 with Allowances:

ST*810*0001

BIG*20081009*00001**1234567

REF*IA*123456

N1*RI*REMIT TO****O4

N3*123 REMIT TO AVENUE

N4*SPRINGFIELD*MO*65721

ITD*****20081109

IT1**12*EA*48.76**UP*123456789123

IT1**12*EA*42.4**UP*123456789321

IT1**10*EA*38.16**UP*123456789456

TDS*147552

SAC*A*C000***1475

Sample 810 Drop Ship:

ST*810*0001

BIG*20081009*00001**1234567

REF*IA*123456

N1*RI*REMIT TO****04

N3*123 REMIT TO AVENUE

N4*SPRINGFIELD*MO*65721

ITD*****20081109

IT1**12*EA*48.76**UP*123456789123

TDS*5376

CAD****FDEG***08*097710060879244

SAC*C*D500***500

CTT*1

SE*13*0001

Condition of Payment

- Bass Pro Shops pays from receipt of product in system only and payment shall be deemed extended until
 invoice is received without loss of discount.
- The Vendor should mail invoices on the same day goods are shipped.
- Terms shall be dated from Date of receipt of merchandise into purchaser's warehouse management system at its place of business
- NOTE: Cash discount will be calculated on the gross amount of Vendor's invoice.
- No interest or finance fees will be accepted from vendor without prior Merchant approval.

Deduction/Chargeback Claims

There are several types of deductions or charge backs that may be taken against a Vendor's account. They are:

- Discrepancies between Vendor's invoice and Bass Pro Shops receipt
- · Shortage against an invoice
- Pricing against an invoice
- Substitution on an invoice
- Merchandise returned to Vendor
- Advertising or promotional allowances
- Non-compliance charges (i.e. shipping or UPC violations, etc.)
- · Freight and administrative charges incurred
- EDI Violation Charge for processing a paper invoice for EDI vendor

Notice of Assignment of Account

The Vendor shall provide Bass Pro Shops written notice of an assignment, factoring, or transfer of its right to receive payments 30 days prior to such assignment, factoring, or other transfer taking legal effect.

- Include:
 - Name and Address of Assignee/transferee
 - o Terms of the assignment
 - o Date assignment is to begin

Vendor shall be allowed to have only one assignment, factoring or transfer legally effective at any one point in time. No multiple assignments, factorings or transfers by the Vendor shall be permitted. Vendors may send notices to ap.help@basspro.com or fax them to (417) 873-5089.

Vendor Audits

Bass Pro Shops will thoroughly review Purchase Orders, programs, deals, and freight for compliance and accuracy. Audits and subsequent deductions are normal and may occur as long as 2 years after the transaction. All deductions for defective merchandise are based on the "last landed cost" which may not be the same as your price because it allows for discounts, etc.

Payments Due and Debit Balances

Payments due Bass Pro Shops in the form of credit memo or checks that are not received within 60 days will be deducted from next payment due the Vendor.

If a Vendor has a debit balance with Bass Pro Shops, the amount owed will be deducted from the next remittance or a check from the Vendor to clear this amount must be paid within 30 days of billing at the option of Bass Pro Shops. Bass Pro Shops may charge the Vendor interest and penalties for any debit balances not paid within 30 days.

9.2 Accounting Contact List

To best assist the Vendors and our team, Bass Pro Shops Accounts Payable for Merchandise has streamlined our payment process procedures.

For general inquiries, please contact:

• <u>ap.help@basspro.com</u> Phone 417-873-5556 Fax 417-873-5089. If necessary, ap.help will forward your inquires to the appropriate research team. Research or payback of only current year or prior year will be done.

Past Due Invoices

- Review the Purchase Order for the terms which the buyer furnishes in BPS JDA database.
- Please check the Purchase Order for terms. New store allowance will be 10% Debit Memo.
- **NOTE:** Payment date is from receipt of merchandise in purchaser's warehouse management system unless otherwise stated in Purchase Order.
- If an invoice is past due beyond 3 weeks, please <u>forward that invoice along with the proof of delivery</u> to ap.help@basspro.com.

Pricing Issues

- Check your invoice against our Purchase Order prices on which your company shipped.
- Forward <u>written request</u> when disputing a pricing issue <u>along with invoice</u> to <u>ap.help@basspro.com</u>.
- **NOTE:** Our Vendor Agreement states that a Vendor should not ship unless they are in agreement with the prices.

Terms and Discounts

- New Store allowances, are 10% Debit Memo and taken if your product is included in the assortment of stores that we open new or remodel. Questions about New Store Allowance deductions should be sent to nsallow@basspro.com
- Please check your Vendor Agreement. Bass Pro Shops minimum terms are 2%60, net 61.
- Review the Purchase Order for the terms which the buyer furnishes in BPS JDA database.
- If your company disputes terms taken, then please put it <u>in writing</u>, and provide a <u>copy of the invoice</u> in question to <u>ap.help@basspro.com</u>

Shortages or Debit Quantities

- Provide the <u>invoice along with proof of delivery to ap.help@basspro.com</u> This documentation is necessary for the A/P Clerk to research and possibly locate the shortage.
- Shortage claims must be submitted with required documentation within 60 days of shortage notification. Any shortage claims submitted outside the acceptable window will be denied.

Defectives/Returns

Questions regarding RTV please forward to reverselogistics@basspro.com

New Store Debits:

Please contact nsallow@basspro.com with your questions (include NS# & location).

<u>EDI</u>

Please contact edisupport@basspro.com (Include ISA control #)

Allowances, Co-Op, Rebates, etc

• Please contact vendor.funds@basspro.com

Vendor Non-Compliance Chargeback Issues

• Please contact: <u>vendorcompliance@basspro.com</u>

Audit Claim:

- Please contact the e-mail address: <u>audit@basspro.com</u> with your questions.
 - o (include AC-##-###) Fax 800-896-4676

A/P-Merchandise Fax #417-873-5089

9.3 Check Policies

- Bass Pro Shops pays invoices once a week, everything in open payables with a due date prior to current date.
- Any money due Bass Pro Shops will be deducted immediately off payments due. No check will be issued if the amount due to Bass Pro Shops is greater than the amount due for payment. Invoices going past due date because of money due to Bass Pro Shops (debit balance) will not result in loss of discount.
- Payments will only be sent to the vendor listed on the purchase order. Any change to remittance information must be made via e-mail or on company letterhead to Accounts Payable.
- Payment discrepancies are noted on the check remittance stub directly below the invoice they pertain to. If necessary, back up for explanation will be attached to this stub as well. Most common adjustments are:
 - o L Overage notated by receiving back up will be attached
 - o S Shortage notated by receiving back up will be attached
 - DP- Debit for Pricing refer to purchase order for costs allowed by Bass Pro Shops (No Backup Required)
 - o DQ Debit for Quantity back up or detail on check stub will be provided
 - o FD Freight Disallowed no freight added to an invoice will be paid refer to Shipping Guide
 - C Coop/Ad Allowance no back up refer to Vendor Agreement
 - MK Marketing Development funding to develop the outdoor market and to customer engagement and experience (i.e. company level marketing programs)
 - NS New Store Allowance back up provided for debits, refer to Vendor Agreement for DFI deductions
 - o In addition, internal Bass Pro debits or credits may be referenced on checks:
 - RTV Return to Vendor chargeback back up available on Return Facilities website
 - o VV Vendor Non-Compliance chargeback (Contact: vendorcompliance@basspro.com)
 - FV Freight/Shipping Violation chargeback Freight Chargeback
 - CM or DM Internal Bass Pro document back up provided AC Audit Claim back up provided
- A fee may be imposed if Bass Pro is asked to provide a duplicate copy of the backup if it is determined that back up was previously provided and attached to the check.

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10. VENDOR COMPLIANCE

The Vendor Compliance Policy is not intended to be a source of revenue for Bass Pro Shops. This policy has been implemented to ensure compliance with the guidelines set forth in the Vendor Guide and to guarantee that the final consumer receives the best product and service possible.

10.1 <u>General Chargeback Policy</u>

- Chargeback disputes must be addressed within 90 days of the date of issuance and will not be reviewed beyond 90 days past the date of issuance.
- Chargebacks are enforceable at all times.
- Any waiver or failure to enforce an infraction will not determine if future infractions will be waived.
- Chargebacks are not the exclusive remedy for failure to meet requirements and do not cure any default; additional penalties, damages, or indemnities still apply.
- Vendor will indemnify Bass Pro Shops for all losses, costs, or claims relating to any such failures.

10.2 Chargeback Penalty Details

- Chargebacks are assessed per penalty type (see Chargeback Penalty List) and per purchase order following the scale below. Unique exceptions may apply.
 - 1st Offense = Chargeback will be lesser of \$250/15% of PO Cost
 - o 2nd Offense = Chargeback will be lesser of \$500/20% of PO Cost
 - 3rd and consecutive offenses = Chargeback will be lesser of \$1,000/25% of PO Cost, with evaluation of the vendor's viability
- Grace periods, during which vendor chargeback fines are automatically waived, are assessed per penalty type (see Chargeback Penalty Schedule) and will be handled following the scale below.
 - 1st Offense = 30-day grace period
 - o 2nd Offense = 15-day grace period
 - 3rd and consecutive offenses = No grace period
- **NOTE**: Vendor penalties which require additional labor hours and/or supply cost(s) to resolve, or are due to unique circumstances not necessarily captured by the Chargeback Penalty List, are subject to one-off chargebacks. These may serve as a replacement for, or in addition to, those described in the Chargeback Penalty List, and will not follow the standard chargeback scales for penalty amount (\$/%) or grace period.
- Vendors are notified of chargebacks by email. It is the vendor's responsibility to inform Bass Pro Shops
 when contact information changes for receipt of vendor compliance notifications. Bass Pro Shops will not
 bear the cost of vendor chargebacks when vendor contact information has not been shared in a timely
 matter. Contact VendorCompliance@basspro.com for all chargeback related issues or updated contact
 information.

10.3 <u>Chargeback Penalty Schedule</u>

Chargeback list includes but is not limited to the below:

Penalty code	Penalty desc
FTR69	Missing/Late ASN
FTF02	Packing Slip Issue
FTR13	Label Placement (GS1-128 Label Placement)
FTV22	Label/Marking Issue (GS1-128)
FTV72	Overage
FTV03	SKU/INFO/UPC ISSUE
FTV41	Product Shipped Past Cancel Date
FTV32	Product Packaging Issue
FTR01	Incorrect PO Status
FTR06	Incorrect BOL
FTR05	Incorrect Ship To

FTC06	Carrier Issue
FTV60	Pallet Issue
FTV10	Mixed SKU Case
LG014	INCORRECT OR MISSING INFORMATION FOR SMALL PKG SHIPMENTS
LG027	MISSING/INCORRECT INFO ON BOL-OTHER/MULTIPLE REASONS
LG009	MISSING/INCORRECT INFO ON BOL -NMFC/CLASS
LG013	MISSING/INCORRECT INFO ON BOL-"ECONOMY"
LG011	MISSING/INCORRECT INFO ON BOL -LOAD NUMBER
LG019	MISSING/INCORRECT INFO ON BOL- INCORRECT ADDRESS
LG001	MISSING/INCORRECT INFO-ROUTING REQUEST
LG002	DETENTION
LG016	LTL FAILURE TO CONSOLIDATE
LG006	NON-COMPLIANT ROUTING FOR FREIGHT COLLECT SHIPMENTS
LG026	REFUSAL
LG031	RETURN TO VENDOR FREIGHT CHARGES (RTV)
LG010	SHIPPING TO WRONG LOCATION
LG005	PREPAID FREIGHT SENT COLLECT
LG020	TRUCK ORDER NOT USED
LG032	CANCELLED PO/SKU
LG004	SHIPPING BY NON-DESIGNATED FREIGHT CARRIER
LG007	PREPAID FREIGHT OR COLLECT TERM ADDING FREIGHT COST TO INVOICE
LG008	ACCESSORIAL CHARGES CHARGED TO BPS BY NON-CONTRACTED CARRIER
LG012	SHIPPING BY INCORRECT MODE (PARCEL VS LTL VS FTL)
LG028	MISC

11. REGULATORY REQUIREMENTS

11.1 Product Compliance Program

Bass Pro Shops is committed to compliance with government regulations and standards regarding the products we offer for sale worldwide. Bass Pro Shops will only purchase products produced in factories compliant with business and labor practices conform to the requirements of applicable law and our Program Requirements. Where our Program sets a higher standard than applicable law, the Bass Pro requirements shall control.

Vendors and their factory partners are responsible to know all applicable legal requirements and the requirements of this Program. They are also responsible to ensure that all factories operate in compliance with the law and Bass Pro Shops Product Compliance Program.

Below is a list of regulations that apply to some Bass Pro Shops products. It is the vendor's responsibility to understand the regulation, determine if their product is subject to the regulation and ensure compliance with the law. This section may not include every possible regulation and may be updated on the Vendor Portal throughout the year. This does not preclude the vendor from their responsibility under this Program.

As outlined in the Outdoor World/Warehouse Addresses section, Bass Pro has multiple retail locations in Canada and Bass Pro Direct Marketing (catalog and internet sales) also ships worldwide. Vendors should anticipate product being sold by any and all sales channels.

Most Stringent Requirement

There may be multiple regulations that apply to a product. In keeping with Bass Pro's commitment to providing quality, safe products to our customers, Bass Pro requires products to meet the "most stringent" legal requirement or "highest standard". In some cases, the most stringent requirement may be a Canadian standard rather than a US standard or a state standard rather than a federal one. For example, California's Proposition 65 (Prop 65) standards are often higher than federal standards or Canada's Health Canada standards may be higher than US state or federal requirements.

Bass Pro approved testing facilities are familiar with the applicable laws Bass Pro's most stringent requirement. Labs will test to the most stringent standard on all Direct Import shipments and Bass Pro proprietary brands.

11.2 Bass Pro Proprietary Brands

Throughout this section, reference is made to Bass Pro Proprietary Brands. Examples of proprietary brands include, but may not be limited to Bass Pro Shops®, Cabela's®, RedHead®, Natural Reflections®, White River®, Ascend®, Bob Timberlake®, SHE Outdoor®, Worldwide Sportsman®, XPS®, Off Shore Angler®, Mr. Steak®, Big Cedar Home®, Uncle Bucks®, BlackOut®, RangeMaxx®, API®, Pursuit®, Herter's®, etc.

If you have any questions regarding this section, please contact gtc@basspro.com

11.3 Consumer Product Safety Improvement Act (CPSIA)

The Consumer Product Safety Improvement Act (CPSIA) is a US regulation governing product safety across a broad range of products. All products must be in full compliance with CPSIA. Please visit www.cpsc.gov/gettingstarted for a list of products that fall under CPSIA.

Vendor confirms that it has reviewed and is familiar with the Consumer Product Safety Improvement Act ("CPSIA"), and will indicate on any new item set up form if any SKUs are Applicable or Exempt to CPSIA. Vendor further confirms that it will monitor the CPSCs website www.cpsc.gov/businfo/reg1.html for any regulated products to ensure compliance. If any of Vendor's products are regulated, Vendor agrees that it shall adhere to Purchaser's testing protocols, and will submit a General Certification of Conformity ("GCC") to Bass Pro, LLC prior to the first shipment, and within twenty-one (21) days of Purchaser's request.

Vendor acknowledges that its designee completing the CPSIA section of the New Item Set Up Form or GCC is fully authorized to provide the required regulatory detail, and legally commit to the accuracy of the information provided.

The CPSIA makes a distinction between products purchased from a domestic supplier and products directly imported by Bass Pro Shops. As such, the Bass Pro Shops requirements under the CPSIA are different for our

domestic and direct import programs.

The CPSC can be reached at 301-504-7923 for assistance in determining if your product is subject to CPSIA. Their contact information can also be found at:

www.cpsc.gov/Business--Manufacturing/Business-Education

If your product is *subject to* CPSIA, please follow the below steps:

General Certificate of Conformity(GCC)

Vendors are to update the GCC for each shipment with the manufacture date of the shipment in question. No other details are to be altered on the GCC.

Domestic Program

- When product is purchased by Bass Pro Shops from a domestic supplier (whether they manufacture the product domestically or purchase the product overseas and import it under their own account), the domestic supplier is solely responsible for ensuring compliance with CPSIA. This includes the requirement to "furnish" General Certificates of Conformity (GCC) that must "accompany" each shipment.
- The domestic vendor is responsible for complying with the requirement for a reasonable testing program which includes testing at an accredited 3rd party lab when required by law. When the product is a Bass Pro Proprietary Brand, it is also subject to all requirements of the Quality Control protocols unique to Bass Pro-Branded Products.
- As outlined in the Merchandising section, new items are established using the New Item Set Up program on the vendor portal. You are required by the program to either confirm that your product falls under CPSIA regulations and give a date for the corresponding GCC, or, give a reason why your product is exempt from CPSIA regulations.
- A GCC must be provided to your Merchandise Assistant (MA) for all new items subject to CPSIA. If the
 GCC is not available at the time the New Item Set Up is completed, you must provide the GCC to your MA
 as soon as it is available.

If you are unsure if your product is subject to CPSIA, you may request testing and BV or SGT will advise you if the product is subject or exempt. Additional information can be found on the Bass Pro Shops Vendor Portal.

11.4 <u>Children's Tracking Labels</u>

Vendor has reviewed and is familiar with Tracking Labels for Children's Products regulations www.cpsc.gov/about/cpsia/sect103.html and understands that if its products are Children's Products, it shall comply with the Tracking Labels for Children's Products instructions, all as outlined here.

Section 103 of the CPSIA requires that children's products and their packaging, manufactured on or after August 14, 2009, have a tracking label, to the extent practicable. Bass Pro will not accept children's products manufactured after August 14, 2009 without the required tracking label.

In the event of a recall, this tracking label must allow the **manufacturer** to:

- Determine the location and date of production
- Determine the batch or lot number
- Determine any cohort information
- Determine the source of the children's product by including any other information the manufacturer deems necessary to help

In the event of a recall, this tracking label must allow the **ultimate purchaser** of the children's product to:

- Determine the manufacturer or private labeler of the product
- Determine the location and date of production of the product
- Determine the batch or lot number
- Determine any cohort information or other identifying characteristics

The CPSIA requires this label be permanently on the actual product, as well as packaging.

• For Clothing, Textiles, & Footwear: Affix a white sewn-in label with black print.

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• For Hardlines: Contact the Bass Pro Shop's product specialist to review product tracking labels for specific product label location and/or requirements

11.5 <u>Canada Consumer Product Safety Act (CCPSA)</u>

The Canada Consumer Product Safety Act (CCPSA) is a Canada regulation governing product safety across a broad range of products that went into effect June 20, 2011. All products must be in full compliance with CCPSA. Vendor represents that it reviewed and is familiar with the Canada Consumer Product Safety Act ("CCPSA"). And will indicate on each new item set up form if SKUs are subject to or exempt from CCPSA. Vendor agrees it shall monitor the CCPSA website www.hc-sc.gc.ca/cps-spc/legislation/acts-lois/ccpsa-icspc/index-eng.php for any regulated products to ensure compliance.

To learn more about Canada's requirements, Purchaser makes available to Vendor a 3-part webinar series, presented by Bureau Veritas:

- Entering the Canadian Consumer Market from a Regulatory Perspective: General and Analytical Overview
- Focus on Toys, Juvenile Products and Hardlines
- Focus on Apparel, Sleepwear, and Home Textiles

All presentations are posted for Vendor's review on the Vendor Relations Vendor Portal www.vendorportal.basspro.com

Vendor acknowledges and confirms that all items are in Purchaser's Canadian assortment, and represents and warrants that all items meet applicable Canadian requirements. If you have any questions on Canadian regulations, please contact cps.info@us.bureauveritas.com If you have any concerns on product categories, please email qtc@basspro.com

Key requirements for Canadian manufacturers, importers, distributors and retailers include:

- **Product Testing and Documentation** the government may require testing to validate safety and compliance, conducted either by the responsible party, a third-party laboratory or by the government, as well as proof of testing upon request
- **Recordkeeping** records are to be retained for six years, including name and address of the manufacturer, information about where the product is sold and batch coding details for traceability purposes
- **Mandatory Reporting** the manufacturer, importer or seller must inform Health Canada and the company from which the product was procured of a reportable health/safety incident or recall within two calendar days, as well as provide Health Canada and incident report within 10 days.

All products purchased under the Domestic Purchase or Direct Import Program may be subject to the requirements of the CCPSA. The New Item Form (NIF) has been amended to include the CCPSA Applicable/Exempt declaration. If your product is subject to CCPSA, you would select "yes". If not, an explanation of why your product is exempt must be input on the NIF.

11.6 <u>Illinois Labeling Law (PA 095-1019)</u>

Vendor confirms that it has reviewed and is familiar with the Illinois Labeling Law (PA 095- 1019) www.ilga.gov/legislation/publicacts/fulltext.asp?name=095-1019&GA=095 which took effect on January 1, 2010. Although this law requires a warning label be placed on children's products if the product contains between 40 ppm and 300 ppm lead, **Purchaser's requirement is that products it purchases must contain less than 40ppm lead.** Children's products cover the following categories of products: 1) jewelry intended for children 12 and under; 2) products used in the care, relaxation and feeding of children under 6; and 3) toys intended for children 12 and under with a surface paint that falls within the limits. Vendor acknowledges that Bass Pro, LLC has retail locations in Illinois as well as internet and catalog sales to Illinois, therefore, **all** products must comply.

11.7 <u>Lacey Act</u>

The Lacey Act, designed to protect endangered specimens, will apply to some products sold by Bass Pro Shops. Products that are fall within Harmonized Tariff Schedule Chapters 44, 47, 48 or 94 may be subject to the Lacey Act. Bass Pro requires all products subject to the Lacey Act to be in full compliance with the law.

Vendors are required to complete Form PPQ 505 for each shipment and provide to our Customs Broker and submit with your documents requesting payment. A copy of the form is available at:

www.aphis.usda.gov/plant health/lacey act/downloads/declarationform.pdf

11.8 Food Regulations

All food products will be sold in the US and Canada, and must comply with applicable federal, state/ provincial, and local laws. This includes, but is not limited to the state of California which requires food products to comply with California Proposition 65, also known as the Safe Water and Toxic Enforcement Act of 1986.

- *All food vendors must provide an 800-phone number for consumer information.
- *All food vendors must also include expiration dates and lot codes on all products.

All food vendors must conduct recalls according to USDA, FDA, and CFIA standards and Bass Pro protocols. Additionally, vendor agrees to reimburse Bass Pro Shops for all expenses Bass Pro Shops incurs related to the recall. This includes, but is not limited to all written media disseminating recall information to known and potential customers.

United States:

United States Department of Agriculture (USDA) food regulations are available at the USDA website: www.usda.gov/wps/portal/usda/usdahome?navid=food-nutrition You may also contact the USDA directly for assistance at (888) 463-6332.

Food Safety and Inspection Service (FSIS) labelling policy and guidelines are available at the FSIS website: www.fsis.usda.gov/wps/portal/fsis/home You may also contact FSIS directly for assistance at 1-888-674-6854.

All food products sold to Bass Pro Shops will be offered for sale in the state of California and must comply with California Proposition 65. A list of chemicals under Proposition 65 may be found at website www.oehha.ca.gov/proposition-65/proposition-65/proposition-65-list All products shall be properly labeled to comply with the requirements of Proposition 65.

Canada:

Food Vendor represents that it reviewed and is familiar with the Canada Food and Drugs Act ("FDA") and Food and Drug Regulations ("FDR"). Food Vendor:

- represents and warrants that it is familiar with and that its products comply with all applicable Canadian food regulatory requirements (including with respect to product composition, labeling, handling/storage, any applicable good manufacturing practices, HACCP principles and procedures, CFIA guidance, etc.) and any additional Purchaser product standards which Purchaser may wish to impose:
- agrees to indemnify Purchaser for any breach of such representations:
- agrees to immediately notify Purchaser of any need or of any situation or potential reason that could result in the need for a recall or product retrieval/withdrawal from the market and agrees to bear the cost and expense of recalling, retrieving or withdrawing any products (to the extent that the issue arose from the Vendor's fault, negligence or omission), and
- agrees that Purchaser has the power to require regular or periodic audits of the Vendor's facility by a third party and to review the results of such audits (e.g., to ensure ongoing compliance with product/industry standards, etc.).

Health Canada food regulations are available at the Health Canada website: www.hc-sc.gc.ca/fnan/index-eng.php
You may also contact Health Canada directly for assistance at (866) 225-0709.

Canada federal Food Regulations are available at the Canadian Food Inspection Agency (CFIA) website: www.inspection.gc.ca/eng/1297964599443/1297965645317. You may also contact the CFIA directly for assistance at 1-800-442-2342.

Best Import Practices Guide: www.inspection.gc.ca/eng/1376630080078/1377849177191?chap=0

11.9 California Proposition 65

Vendor represents that it reviewed and is familiar with the California Safe Drinking Water and Toxics Enforcement Act of 1986 ("Proposition 65") in effect in the State of California. All products shall be properly labeled to comply with the requirements of Proposition 65.

1. Non-Food Products

The State of California and Purchaser requires that all products subject to Proposition 65 warning labeling be



www.P65Warnings.ca.gov."

2. Food Products

(A) For exposure to a listed carcinogen:

A

- "WARNING: Consuming this product can expose you to chemicals including [name of one or more chemicals], which is [are] known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov/food."
- (B) For exposure to a listed reproductive toxicant:

⚠

- " WARNING: Consuming this product can expose you to chemicals including [name of one or more chemicals], which is [are] a known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov/food."
- (C) For exposure to both listed carcinogens and reproductive toxicants:

"WARNING: Consuming this product can expose you to chemicals including [name of one or more chemicals], which is [are] known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov/food."

Proposition 65 warnings are required to be applied to consumer products that cause exposures to a listed carcinogen and/or a reproductive toxicant as set out at http://oehha.ca.gov/proposition-65/proposition-65-list. Vendor should contact California counsel familiar with Proposition 65 requirements.

11.10 Product Safety Issues / Recall Notifications

In the event of a product safety issue or product recall, the vendor must notify Bass Pro Shops so action can be taken to hold the affected product inventory on hand until disposition is provided, halt the sale of product, and notify the affected customers.

The vendor must provide to the merchant the following information: vendor name, vendor #, SKU #'s affected, what the date range for sales is on the recalled product, the channels of distribution affected, and a reason - brief description summarizing why the product is being recalled. Please provide as much information as possible. For example, if the issue is isolated to specific PO or group of serial numbers, etc.

Use the following format:

Vendor: (Vendor #)

SKU#'s: Date Range:

Product ID Serial Numbers/Production Date Code:

Channels Affected:

Reason:

Bass Pro Shops will issue a SKU hold to block all sales once the above information is received for the affected SKUs.

The vendor is required to provide:

- Recall poster: Email an electronic version of the recall poster for Bass Pro Shops review and approval prior to printing. Poster must include photo of recalled product, and a "post until" date at the bottom. Bass Pro Shops requires recall posters be posted in retail locations for 6 months.
- Customer letter on vendor letterhead: Please email letter to us for our review and approval. Upon approval, Bass Pro Shops will advise on the number of letters needed.
- Reimbursement for all expenses associated with the recall: Bass Pro Shops will debit the vendor for all expenses incurred due to the recall (cost of printing, postage for mailing customer letters, etc).

Vendors of Bass Pro Shops Proprietary Brands must communicate with Bass Pro Shops merchant and/or product development regarding any safety issues for Bass Pro Shops proprietary brand products. Bass Pro Shops quality team will coordinate the internal processing steps for the product safety issue and advise on the actions and associated costs with the product issue which will be the responsibility of the vendor.

11.11 Hazardous Materials (SDS)

Bass Pro Shops requires Safety Data Sheets (Formerly MSDS or Material Safety Data Sheets) for all items subject to dangerous goods regulations. New items that are, or appear to be, subject to dangerous goods regulations will not be setup nor will a PO be issued until the SDS sheet has been received by Bass Pro Shops and approved. Bass Pro's policy is, SDS sheets are only valid for 3 years. Any SDS older than 3 years will not be accepted for current or future shipments.

Additionally, a copy of the SDS must be sent to Bass Pro with the first shipment each calendar year and anytime an SDS is revised within a calendar year.

SDS (Formerly Material Safety Data Sheet or MSDS) must be sent to hazmat@basspro.com. SKU number must be listed in the body of the e-mail that the submitted SDS supports. The SDS should include the Proper Shipping Name, Hazard Class and Hazard ID number (UN or NA #). Items that will have a SDS include, but are not limited to:

- Aerosol cans
- Ammunition
- Batteries (contained in or included with equipment)
- Explosives
- Fire Extinguishers
- Flares
- Lighters
- Liquids
- Primers
- Smokeless powders
- And any items that qualify as an ORM-D or limited quantity

Items requiring Safety Data Sheets (SDS) must have GHS compliant copies of the most current SDS on file. SDS Sheets must be e-mailed to heat Max.org/learning-supports (After SKU is created within Bass Pro system). This process includes lithium and non-spill-able batteries when shipped in or with product.

11.12 **Special Requirements for Firearms**

This section includes information pertaining to the shipping of firearms to all Bass Pro Shops and Cabela's distribution centers and retail stores. This includes information about ATF Federal Regulations, chamber indicators, live ammunition penalties, and packing list requirements.

NOTE: The description of regulations noted in this section is not intended to be exhaustive. **Vendor is** responsible for ensuring that your product complies with all applicable US and Canadian federal, state and provincial laws and regulations.

<u>ATF</u>

- All domestic firearms must meet all ATF requirements (Bureau of Alcohol, Tobacco, Firearms and Explosives).
 - Regulation on the conduct of business and regulations can be found <u>www.atf.gov</u>
 - Manufacturer, Importer (if any), Model, Serial Number, Type and Caliber.
- International firearm shipments are required to meet marking requirements.
 - Manufacturer, Importer, Model, Serial Number, Type, Caliber and Country of Origin.
- Firearms are required to be shipped according to the ATF Federal Regulations.
 - Vendors not shipping according to the ATF Federal Regulations will receive one (1) written warning.
 - Vendors continuing to disregard or are unable to meet ATF requirements will need to work with Bass Pro Shops to provide a plan to meet compliance regulations.
- When shipping firearms, vendors must require that an adult signature must be obtained upon receipt.
 - o This is to assist with delivery confirmation and validation, in the event research is required.

Firearm Theft / Loss Reporting

- Firearms that are lost or stolen in transit must be reported by the Vendor in accordance with ATF regulations.
- The transferor/sender FFL of the stolen or missing firearm must report the theft or loss to ATF and to the appropriate local authorities within 48 hours after the discovery of theft or loss of a firearm.
- The transferor/sender FFL will use the current ATF Form 3310.6 Interstate Firearms Shipment Theft/Loss Report.
- Bass Pro Shops will be notified of any filings to the ATF and provided copies of the 3310.6 in case firearms are recovered by either FFL.
- All communication can be addressed to: <u>Corporate ATF Compliance Team@cabelas.com</u>

Firearm Packing List Quick Reference

- When a shipment is sent, send packing list to include the following information:
 - o Date Sent and Date of Arrival or tracking number.
 - Shipping Carrier
 - A paper Packing List must accompany every firearm shipment, regardless if the vendor is enabled on Electronic Trading (EDI).
 - o Packing List must be placed on lead carton of the shipment and must include the following:
 - Must be clearly marked "Packing List Enclosed" in order to indicate which carton contains
 the packing list. Gun cages must be able to locate the packing slip immediately upon
 shipment arrival.
 - Ship-to information.
 - Ship-from information, including:
 - Vendor name & number, including a contact person.
 - Physical address from which the shipment was sent.
 - City
 - State
 - Zip (Postal Code)
 - o FFL (Federal Firearm License) Number.
 - Date Sent and Date of Arrival (if available).
 - o PO number.
 - Carton or container number.
 - Description of item, which must include:
 - Serial Number (The serial number stamped on the steel of the firearm must match the serial number on the Invoice/Packing Slip).
 - Actual manufacturer of the firearm.
 - Importer of the firearm (if applicable).
 - Model of the firearm.
 - Country of origin.
 - UPC or SKU.
 - Number of cartons.

NOTE: No partial shipments allowed. Do not mix products, other than guns.

NOTE: Examples of proper packing list placement:





NOTE: Questions regarding firearms shipments: vendorcompliance@basspro.com

Firearm Shipment Specifications

- When shipment/packages are delivered by pallet, quality must be grade 2 or higher with a minimum dimension of 48 inches by 40 inches (1.22 meters by 1.02 meters).
- Individual packages MUST weigh LESS than 50 pounds (50lb) each.
- Number of packages within the order must match the package slip information. Ex. If there is an order of 4 packages, the package slip must show there are 4 packages and each package must also show the total number of packages (1 of 4, 2 of 4, 3 of 4, 4 of 4)
- The indicated area on the picture below shows 9 out of 9 which means this is the 9th package out of 9 packages. So, package slip/invoice must state that there are 9 packages within the order.



Empty Chamber Indicators

- Chamber indicators need to be used to give visual indications that the firearm does not have any ammunition, live or spent, in the chamber or magazine.
- All Hand Guns must have a visible chamber indicator of some type (examples below).









Chamber Indicators that are built into firearms will be accepted (examples below).





Receiving Firearms with Live Ammunition

Bass Pro Shops takes the safety of our employees and customers very seriously. In the event that live ammunition is found in a chamber or magazine when the firearm is received, the vendor will be contacted immediately. Depending on the severity and actions required, deductions from invoices for labor to validate firearms may be completed. The below actions will be taken within a given time period.

Offense Occurrence

• Written warning and will require a mandatory written response explaining steps taken by offending vendor to improve processes

Subsequent Occurrences

Subject to a panel review to determine the impact of safety for Outfitters and risk to the company. Based on findings, Vendors may be asked for additional actions or financial compensation to cover updated processes.

12. APPENDIX

12.1 Defective/Returned Merchandise Policies and Procedures

Purchaser's U.S. returns are processed by a third-party provider. It is the responsibility of the Vendor to track and review their own RTV invoices on the third party's website. Merchandise that has been returned to Company as defective or unsatisfactory by Company's customer. Merchandise with quality defects or is non-sellable at time of receipt by Company is handled individually per occurrence and is outside the terms of Exhibit B of the Vendor Agreement. All RTV deductions are taken at current system price for the items returned.

- **A Chargeback/Liquidate:** Vendor agrees to a chargeback or deduction of the current system price of all Defective/Damaged or Consumer Returned merchandise including a handling fee (handling fee for liquidated merchandise is 2% of the total cost of the RTV invoice or a minimum of \$20). Vendor requests that the merchandise be liquidated by Purchaser's return facility. Deduction for the RTV will occur on the next check payment following the posting date of the RTV.
- **B Chargeback/Return to Vendor**: Vendor agrees to a chargeback or deduction of the current system price of all Defective/Damaged or Consumer Returned merchandise including a handling fee (handling fee for merchandise shipped back to vendor is 4% of the total cost of the RTV invoice or a minimum of \$20). Return Authorization numbers are required if vendor wants the merchandise returned. A Permanent RA# is required per the Vendor Agreement. All RA#'s must be a minimum or 2 characters and a maximum of 10 characters. If a permanent RA# is not provided by the vendor, Bass Pro, LLC will assign RA# Ship-BPS to that vendor. Deduction for RTV invoiced amount will occur on the next check payment following the posting date of the RTV.

NOTE: Chargeback disputes must be addressed within 60 days of the product receipt and will not be reviewed beyond 60 days past the date of product receipt.

Remote Store Locations:

Company considers its stores located in Alaska and Canada ("Remote Stores") to be Remote Returns Locations. All vendors should assume that their products will be in Remote Store Assortments. US product from Remote Returns Locations will be included on the Inmar RTV invoice along with any US store returns for that time period using the notation "Remote Store Destroy". Product returned to Remote Store locations will be liquidated at that location.

Import Vendors:

Any vendor outside the USA that has chosen return option B requesting to have their consumer returned goods shipped to them **must provide a USA physical domestic address** (P.O. Boxes are not acceptable). Otherwise, merchandise processed will not be shipped to the vendor and their return option will be changed to option A. Refer to options A & B above for clarification of each option.

Inmar, our third party returns processing center, is strictly a returns processing facility, they are not a Bass Pro Shop warehouse. RTV **merchandise** is **not to be sent back to the Inmar facility** by a vendor. Merchandise sent back to Inmar or Company(s) from a vendor without prior authorization from Company(s) will be destroyed with no credit back to the vendor. Any issue concerning the merchandise that you receive back from Inmar should be sent to reverselogistics@basspro.com within 60 days of the receipt of product or the request will be denied without recourse.

12.2 Other Returns Types

Merchandise that is deemed defective or damaged at time of receipt, is mis-shipped by the vendor, vendor recalls; or returns negotiated by Company(s) including but not limited to overstock, discontinued or guarantee sales, are processed separately by Distribution Centers or Retail stores. All RTV deductions will be taken at current system price for items returned. Vendors may be held responsible for freight charges as a result of the return.

RTV invoices created at our distribution centers or retail locations can be identified by "RTV2XXXXX" or "CABRTVXXXXX". A copy of the RTV is sent at the time the RTV is created and when remittance is sent. If your remittance is sent to a lockbox, please obtain copies from the lockbox. These invoices are not available on the Inmar Invoice Link Website.

V 1.1

12.3 Inmar Registering Procedures

It is the responsibility of the vendor to review their own RTV invoices on the Inmar website. Directions for accessing that website are outlined on below.

Inmar has an online service called Inmar InvoiceLink™ which allows you to view, print and save your returned goods invoices. With the introduction of this service, paper copies will not be sent, however, invoices will be accessible. Please follow the instructions below:

- Go to www.inmar.com
- Click on the white Client Web Tools button at the top of the screen and select Returns Invoices (InvoiceLink) under the **Supply Chain Network Web Apps** column.
- If you are a first-time visitor: Click "Register", complete your personal profile then click "Continue" and accept the License Agreement. If you are a return visitor: Enter your username and password and go to the "My Vendors" tab.
- Enter the Web Access Key(s) listed below.
- Once you have successfully registered you will receive email notification.
- For registration questions, contact Inmar at 1-866-248-3163 and follow the prompts or e-mail the Invoice Link support team at returnsinvoices@inmar.com.

Vendor #-000

Access Key: 00000000000000

(contact Inmar at 1-866-248-3163 or returninvoices@inmar.com or reverselogistics@basspro.com to obtain your web access key)

NOTE: If you are replacing a previous user, you must contact Inmar's Customer Service at 1-866-248-3163 to have your account updated.

12.4 Submitting Product Images, Logos and Video to Bass Pro Shops

Product videos and VTX images may be submitted to creative using one of the following methods. Either may be used regardless of intended use (internet, catalog, tab, etc.). Vendor spreads and layouts for Catalogs and Tabs should also be submitted via one of the channels below. Any questions or concerns may be directed to vtx@basspro.com

Email to vtx@basspro.com

Hightail upload link https://spaces.hightail.com/u/BPSVendorImages

Submitting Images and Video Files via Hightail

Instructions:

- Click the link. https://spaces.hightail.com/uplink/BPSVendorImages
- Type in the recipient's name and email.
- Compose the email, including the name of your merchandising partner.
- Attach the ZIPPED file. If possible, images should be named by BPS SKU or model#.
- If that information is not available, we will contact your merchant partner to identify the images.
- Send. (The transfer may take a few minutes to send)

Image Requirements and Standards

All photos must be RGB or CMYK in JPEG, EPS, PSD, or TIFF format

To meet both web and print standards, the product layer in the image must be **300 ppi and a minimum of 8"** (2000 px) on its longest side. The images can be larger than 2000 px. Increasing the canvas to meet minimum size requirements is not acceptable as the product layer itself must be of sufficient size. Upsizing images resulting in degradation of quality will not be accepted. Images should not be pixelated or blurry at 100% viewing. Vendor provided spreads/layouts - Layered files are necessary when composites are submitted. Fonts will need to be included in the package and should be either Open Type or True Type, not Post Script or System fonts, please. For apparel, we display front and back of most articles of clothing.

Logo Requirements and Standards

Logo files are preferred as Adobe Illustrator vector files as this format will retain the artwork's sharpness when used at large sizes.

Convert all FONTS to outlines. Files can be created in other programs, but must be exported to an EPS format that Illustrator can open.

Video Requirements and Standards

Bass Pro Shops uses a Scene 7 Viewer as the video player on product pages. Please direct any questions or concerns about video to wtx@basspro.com.

- File Format Requirements
 - o Video file preference is MP4, but we can accept AVI or MOV.
- Other Requirements
 - Video file size cannot exceed 500 MB.
 - Videos should be in the highest quality possible. Minimum frame size/resolution is 720x480.
 Videos should not be in a 4:3 or 16:9 aspect ratios.
 - We cannot extract embedded videos on other web pages.
 - We cannot link to an external video not hosted on Bass Pro's server. We request that the videos be less than 2 minutes, if possible
 - o Please exclude any text or mention of an external web address in the video.
 - o If videos do not meet our standards, we will contact the vendor regarding the issues. We <u>can</u> accept YouTube videos if the vendor provides the URLs to the videos.

3D Spin Imagery Requirements and Standards

- All photos must be RGB in JPEG, PNG, PSD, or TIFF format
- Image canvas size must be identical to ensure the proper rotation of the product in the page viewer.
- Backgrounds need to be blank white canvas free of shadows, smudges, wires, hangers, props or other visible issues. Drop shadows accepted.
- Minimum number of images per axis of rotation is 12. 24 is typical.
- Up to 3 axes of rotation can be displayed. Each axis is a "row" and each individual frame in a row is a "column" (see below).
- Files need to be named with row and column in the filename to be correctly processed. Standard is adding the suffix "_rXXcYY" to the end of the filename, where XX is the two-digit number of rows (01, 02, 03, etc.) and YY is the two digit column number in that row (01, 02, 12, etc.).
- Note: Column numbers reset for each row. So a spinset with two axes of rotation (two "rows") with 12 images per row would be named _r01c01 through r01c12 for the first row _r02c01 through _r02c12 for the second.

13 Appendix D: Bass Pro Shops Inspection Procedures and Protocols

Apparel Vendors: These guidelines pertain to domestic vendors creating proprietary branded merchandise for Bass Pro Shops and Cabela's.

Contents:

- 1. PO Selection for Inspection process
- 2. WIP Work In Progress reports
- 3. SIP Standard Inspection Package
- 4. Pre-Shipments Inspection Bookings
- 5. PO Inspection / AQL Sampling Plan
- 6. CAPA Corrective Action, Preventive Action Quality
 - Inspection Templates and Forms

BPS QA Contacts

MERCH PRODUCT DEVELOPMENT QA

Sophia Smith 2500 E. Kearney St. Springfield, MO 65898

* sasmith4@basspro.com

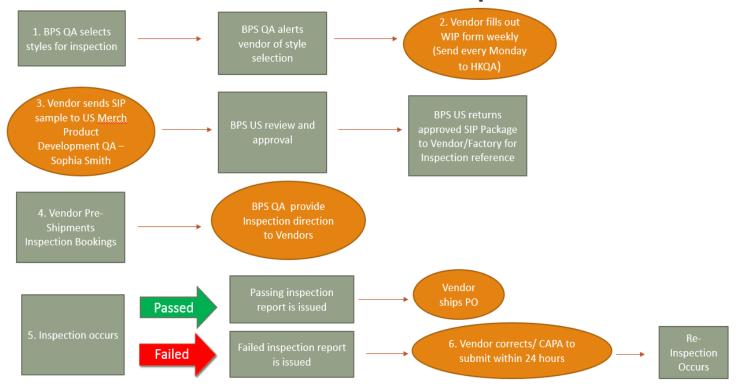
Hong Kong QA (HKQA)

Noel Talplacido Noel.Talplacido@cabelas.com.hk

Anson Chong Anson Chong Anson Chong Anson.Chong@cabelas.com.hk

Patrick So Patrick.So@cabelas.com.hk

Timeline Associated with Steps of Process



1. PO Selection for Inspection Process

Bass Pro Shops selection for PO inspections based on the following Primary Criteria:

- Program Size
- New Styles / Complex Style
- New Vendors / New Factory / New Country Of Production
- Vendor Performance / Quality issues from previous Season
- > Product Specialist feedback on Quality & Fitting issues during Developments/Fit/PP Approvals
- Developments issues and concern

Once selected, Bass Pro Shops QA will alert the Agents, Vendors a summary of all the POs of each Selected Styles via email, 60 days prior to ex-factory.

2. WIP - Work-In-Progress

After style is selected for audit – BPS QA will alert vendor in email form and a blank WIP report will be included at that time

- Vendors will fill out WIP form of Selected Styles/POs
- Vendors will send updated WIP reports every Monday to Hong Kong Team

Summer Wong <u>Summer.Wong@cabelas.com.hk</u>

Rex Leung Rex.Leung@cabelas.com.hk

Anson Chong Anson.Chong@cabelas.com.hk

Patrick So Patrick.So@cabelas.com.hk

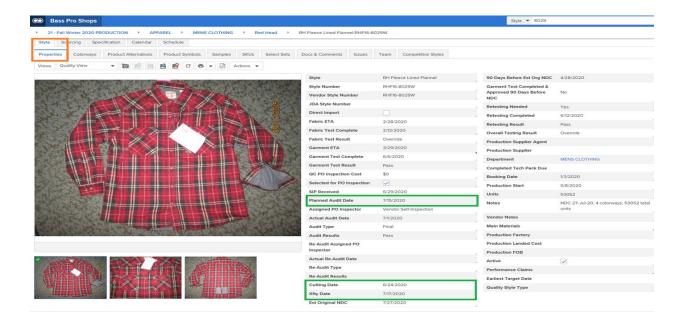
Noel Talplacido Noel.Talplacido@cabelas.com.hk

- Attached blank WIP templates and example on how to fill in.
- Vendors are REQUIRED to update Ex-fty Date and the "Cutting Plan Date" into PLM, that will create "Plan Audit date"





BPS WIP Apparel BPS WIP Apparel 2020 20 - SAMPLE REPO



3. SIP - Standard Inspection Package

SIP REQUIREMENTS:

- Consist of the following items for review and Approvals froM <u>Product SpecialisT</u> in our Basecamp Springfield, MO office.
 - An approval reference sample (as pre-production (PP) sample with Bass Pro
 - Shops garment tag attached
 - Sample taken and represent bulk production with all actual trims and accessories. (One pc. any color)
 - Trim cards/Accessories of additional colorways of bulk sewing to bulk packing (Vendors can use their own trim card format)
 - Additional colorways should be sent in Fabric swatch form (6"x6") with respective trims and accessories
 - If shade lots have been approved, all lots must be sent in at time of SIP submission
 - Any swatches/trim cards with more than 2 pages must be assembled in a folder or a binder.
- Sample base size requirements:
 - Men's in Size 36 / Large
 - Ladies in Size 8 / Medium
 - Kids in Size 10Y, 3T, 12mo
- SIP sending attention to MERCH PRODUCT DEVELOPMENT QA Sophia Smith on below address:

Bass Pro Shops

2500 E Kearney

Springfield, MO 65898

- Full SIP Package should be sent at least 21 days prior to planned Inspection dates
- o All Approved SIPs should be kept and available in the Factory of Production for Inspection reference

4. Pre-Shipments Inspection Bookings

- > Once WIP report is received BPS QA will reach out to schedule factory visit with a tentative dates
- > The Inspection Requisition / Bookings is required to be submitted 10 working days prior from planned inspection dates.
- > Inspection direction to be given on how to proceed Inspection will be as follows:
 - BPS HKQA Specialist
 - Inspection thru our nominated Third Party SGT
 - Self-Inspection
- For Final pre-shipment inspection at least 80% to 100% of the goods need to be packed in final packing.
- Any Bookings submitted late 5 days prior from proposed Inspection dates, Vendor will be fully responsible for any consequences we may be applied as follows:
 - o In case Third Party is required for Inspection then all Inspection
 - Fees/Charges will be at Vendor Expense
 - o In case, HK QA need to do Inspection then all Trip expenses...eg... Ticket, Hotels and all other Transportation will be at Vendor Expense.
- > Attached blank IRF (Inspection Requisition Form) and example on how to fill in.





BPS Inspection BPS Inspection equisition Form 20. isition Form - SAN

5. PO Inspection / AQL Sampling

Standards

- Unless otherwise stated, Styles will be Audited under a AQL Level II audit standard
 - ☐ Failures will be considered one of the following:
 - o Critical 0.0
 - o Major 2.5
 - o Minor 4.0
- PO will be evaluated in the following categories:
 - Workmanship
 - ☐ Fit / Measurements
 - Conformity
 - Packaging
 - □ Functionality

After inspection commences, inspector will issue either a Pass/Fail reports Inspection report will be uploaded by BPS QA into Centric PLM

Passing Report

Vendor is clear to ship this PO

Failing Report

- Corrective Action Plan with root cause analysis will be required for all failures
- This PO will need to be re-inspected <u>at vendors expense</u> and status of subsequent POs will be evaluated by BPS QA
- Styles auditing with failing inspection reports cannot ship prior approval by Bass Pro Shops
- All styles auditing requires Bass Pro's approval to ship.
 - Failure to comply will result in a \$10,000 fine and Vendor grade reduction if any PO shipped without prior approval from Bass Pro.

AQL Sampling for PO Inspection

	Lot Size	Sample Size	Major Accept	Minor Accept	Lot Size	Sample Size	Major Accept	Minor Accept
General Inspection Plan Level II Major 2.5 / Minor 4.0	01 - 500	50	3	5	3201 - 10000	200	10	14
	501 - 1200	80	5	7	10001 - 35000	315	14	21
	1201 - 3200	125	7	10	35001 - up	500	21	21

Measurer	nent Auditing Requ	irement (Single sampling plan)
Lot Size (in units)	Sample Size	(POT) / (TMP) = (% MD
0 - 280	20	
281 - 500	32	Accepted Measurement Defects %age 6%
501 - 1,200	40	
1,201 - 3,200	50	TOTAL OF MEASUREMENT POINTS = (TMP)
3,201 - 10,000	50	NUMBER OF POINTS OUT OF TOLERANCE = (POT)
10,001 - 35,000	50	PERCENT OF MEASUREMENT DEFECTS = (% MD)

CRITCAL DEFECTS:

- Incorrect Main / Size labeling
- Incorrect Styling, Seam construction unto the Garments
- Damage Main Logo
- In-secured Functional Accessory on the Garments...eg buttons, snap
- Seam tape sealing
- > Broken Needle or any Sharp metal found on Garments

Attached Defects Description and Classification and example photos.



Defects assification Appare

TOPS (Critical POMs) Bottoms (Critical POMs)

- Front Length
- Waist Relaxed - Waist Extended
- Back LengthChest
- Waist Extended - Waist along Seam
- WaistBottom Opening
- Waist at Top
- Neck Width
- High Hip - Low Hip
- Front Neck DropBack Neck Drop
- Front Rise - Back Rise
- Across ShoulderAcross Front
- Thigh - Knee
- Across Back
- Leg Opening - Inseam
- Sleeve LengthArmhole
 - Arminole
- Muscle / BicepElbow
- Forearm
- Sleeve Opening
- Neck Circumference
- Collar Length

- **NOTE:** 1. Any findings within 6% for MD Measurement Defects consider Pass
 - 2. Any findings beyond and above 6% consider as Fail
 - 3. Any findings below or within 6% MD Measurement Defects but found few or some Critical POM(s) with consistent Out Of Tolerance, will be Marked as "Pending" for review by Bass Pro.

6. Corrective Action Preventive Action (CAPA)

- > If PO inspection fails vendor will be asked to complete a corrective action plan
- > The CAPA outlines will be as follows:
 - o Failure
 - o Root Cause Analysis
 - o Corrective action
 - o Improvement done
 - o Preventative action
- > CAPA to submit within 24 hours to BPS QA and will coordinate Re-inspection at Vendor Expense CAPA will be uploaded to the Style's "Docs & Comments" page in Centric PLM by HKQA





BPS CAPA

BPS CAPA

nplates -Quality Islates -SAMPLE RE

Templates / Forms

- WIP Work-In-Progress form
- IRF Inspection Requisition Form
- Final Inspection Templates / AQL Sampling Plan
- CAPA templates Corrective Action, Preventive Action









BPS WIP Apparel BPS WIP Apparel BPS Inspection BPS Inspection

2020 20 - SAMPLE REPOQUISITION Form - SAMPLE REPORTS - SAMPLE







BPS AQL BPS Final BPS Final ampling Plan Chaion Templates Appon Templates App





BPS CAPA

BPS CAPA

nplates - Quality Islates -SAMPLE RE

Bass Pro Shops Retail Store Locations

Cto		City.	Ctoto	Address	7:	C+		C:t-	Ctata	Address	7:
Sto 1	sgF	City Springfield	MO	1 Bass Pro Drive.	Zip 65807			Altoona	IA	1000 Bass Pro Drive NW	Zip 50009
3			IL	6112 Grand Ave.	60031	44	MES	Mesa	AZ	1133 North Dobson Rd.	85201
4	CHI	Chicago Ft. Lauderdale	FL		33004	45	MIA	Miami	FL	11551 NW 12th Street	33172
\vdash	FTL		TX	200 Gulf Stream Way		45			FL		33619
\vdash	DAL	Dallas	_	2501 Bass Pro Drive	76051	47	TAM POR	Tampa		10501 Palm River Rd.	
6 7	DET	Detroit	MI	4500 Baldwin Road	48326			Portage	IN 	6425 Daniel Burnham Drive	46368
	CHR	Charlotte	NC	8181 Concord Mills Blvd.	28027	48	BOL	Bolingbrook	IL CA	709 Janes Avenue	60440
8	HOU	Houston	TX	5000 Katy Mills Circle, Suite 415	77494	49	MNT	Manteca	CA	1356 Bass Pro Drive	95337
9	NAS	Nashville	TN	323 Opry Mills Drive	37214	50	PEA	Pearland	TX	1000 Bass Pro Drive	77047
10	ORL	Orlando	FL	5156 International Drive	32819	51	RAN	R. Cucamonga	CA	7777 Victoria Gardens LN	91739
-	CIN	Cincinnati	ОН	300 Cincinnati Mills Drive	45240	52	PRA	Prattville	AL	2553 Rocky Mount Road	36066
-	BAL	Baltimore	MD	7000 Arundel Mills Circle	21076	53	FOX	Foxborough	MA	1 Bass Pro Drive	2035
_	DIS	Discover	GA	5900 Sugarloaf Parkway	30043	54		Rossford	ОН	10000 Bass Pro Boulevard	43460
\vdash	STL	St. Louis	МО	1365 South 5th Street	63301	55	CAL	Calgary	AB	112-261055 Cross Iron Blvd	T4A0G3
15	MEM	Memphis	TN	6140 Macon Road	38134	56		Hanover Co.	VA	11550 Lakeridge Parkway	23005
16	DES	Destin	FL	4301 Legendary Drive	32541	59		Peoria	IL	1000 Bass Pro Shop Drive	61611
17	MYR	Myrtle Beach	SC	10177 N. Kings Highway	29572	60	HRL	Harlingen	TX	101 Bass Pro Drive	78552
18	HAM	Hampton	VA	1972 Power Plant Parkway	23666	61	PYR	Memphis Pyramid	TN	1 Bass Pro Drive	38105
19	BSC	Bossier City	LA	100 Bass Pro Drive	71111	62	CSP	Colorado Springs	СО	13012 Bass Pro Drive	80921
20	OKC	Oklahoma City	ОК	200 Bass Pro Drive	73104	63	LTR	Little Rock	AR	1 Bass Pro Drive	72210
21	COL	Columbia	МО	3101 Bass Pro Drive	65202	64	BDG	Bridgeport	СТ	1 Bass Pro Drive	6608
22	AUB	Auburn	NY	1579 Clark Street Road	13022	65	ACY	Atlantic City	NJ	30 N. Christopher Columbus Blvd	8401
23	SAV	Savannah	GA	14045 Abercorn Street	31419	66	BST	Bristol City	TN	1 Bass Pro Drive	37621
24	VAU	Vaughn	ON	1 Bass Pro Mills Drive	L4K5W4	68	ANC	Anchorage	AK	3046 Mt. View Drive	99501
25	LSV	Las Vegas	NV	8200 Dean Martin Drive	89139	69	TLL	Tallahassee	FL	4059 Lagniappe Way	32317
26	HAR	Harrisburg	PA	3501 Paxton Street	17111	71	UTI	Utica	NY	710 Horatio Street	13502
27	CLR	Clarksville	IN	951 E. Lewis & Clark Pkwy	47129	72	PBY	Palm Bay	FL	750 Bass Pro Drive NE	32905
28	DNS	Denham Springs	LA	175 Bass Pro Boulevard	70726	73	PSL	Port St. Lucie	FL	2250 Gatlin Blvd	34953
29	SEV	Sevierville	TN	3629 Outdoor Sportsman's Place	37764	75	нок	Hookset	NH	2 Commerce Drive	3106
30	СОВ	Council Bluff	IA	2901 Bass Pro Drive	51501	76	RAL	Raleigh	NC	801 Bass Pro Lane	27513
31	BRA	Broken Arrow	ОК	101 Bass Pro Dr.	74012	78	TAC	Tacoma	WA	7905 S Hosmer St	98408
32	LEE	Leeds	AL	5000 Bass Pro Blvd.	35094	80	SAN	San Jose	CA	5160 Cherry Ave	95118
33	FTM	Ft. Meyers	FL	10040 Gulf Center Drive	33913	81	DAY	Daytona	FL	1880 Checkered Flag Blvd Ste N-100	32114
34	DEN	Denver	со	7970 Northfield Blvd.	80238	82	NIA	Niagara	ON	300 Taylor Road #A1	LOS1JO
35	PRL	Pearl	MS	100 Bass Pro Drive	39208	83	ROU	Round Rock	TX	200 Bass Pro Drive	78665
	OLA	Olathe	KS	12051 Bass Pro Drive	66061	84		1	NB	1 Promenade Bass Pro Drive	E1A6S5
37	GAR	Garland	TX	5001 Bass Pro Drive	75043	85	ROC	Rocklin	CA	5472 Crossing Drive	95677
		Macon	GA	5000 Bass Pro Boulevard	31210	89	wws		FL	81576 Overseas Highway	33036
	IND	Independence	KS	18001 Bass Pro Drive	64055	90	СНА	Chattanooga	TN	1000 Bass Pro Drive	37412
-	SAN	San Antonio	TX	17907 Interstate 10, West	78257	91	VAN	Vancouver (CANADA)	ВС	5000 Canoe Pass Way Unit A	V4M0B3
	SPA	Spanish Fort	AL	20000 Bass Pro Drive	36527	92	 	Gainesville	FL	1 Bass Pro Drive	32608
	BRN	Branson	MO	1 Bass Pro Drive	65616		HAL	Halifax (CANADA)	NS	50 Cabela's Road	B3B 0M5
	DIVIN	2.4113011	11410	12 5000 1 10 DINC	03010	1 20	LIPAL	TIGITION (CHINADA)	1,43	100 capeia 3 noda	222 01412

<u>Cabela's Retail Store Locations</u>

Store	e	City	State	Address	Zip	Stor	e	City	State	Ad
401	SID	Sidney	NE	115 Cabela Drive	69160	448	WAC	Waco	TX	27
402	KRN	Kearney	NE	3600 Hwy 30 E	68847	449	KAL	Kalispell	MT	12!
403	OWA	Owatonna	MN	3900 Cabela Drive	55060	450	AUG	Augusta	GA	83
404	PDC	Prairie du Chien	WI	33901 State Highway 35	53821	451	GRN	Greenville	SC	10
105	EGF	East Grand Forks	MN	210 Demers Ave. NW	56721	452	ANC	Anchorage	AK	15
106	MIT	Mitchell	SD	601 Cabela Drive	57301	453	СТА	Christiana	DE	11
107	DUN	Dundee	МІ	110 Cabela Blvd East	48131	454	WDB	Woodbury	MN	84
108	KSC	Kansas City	KS	10300 Cabela Drive	66111	455	MSS	Missoula	MT	36
109	нам	Hamburg	PA	100 Cabela Drive	19526	456	LUB	Lubbock	TX	30
110	WHL	Wheeling	W۷	One Cabela Drive	26059	457	ACW	Acworth	GA	15
111	FTW	Fort Worth	TX	12901 Cabela Drive	76177	458	СНК	Cheektowaga	NY	20
112	BDA	Buda	TX	15570 IH35	78610	459	TLN	Tualatin	OR	75
13	LHI	Lehi	UT	2502 West Cabela's Boulevard	84043	460	BRS	Bristol	VA	36
14	RGS	Rogers	MN	20200 Rogers Dr.	55374	461	BLG	Bowling Green	KY	33
15	GLD	Glendale	ΑZ	9380 W. Glendale Ave.	85305	462	FML	Fort Mill	SC	10
16	GNZ	Gonzales	LA	2200 W. Cabela's Parkway	70737	463	BER	Hudson	MA	44
17	LAV	La Vista	NE	12703 Westport Parkway	68138	464	GAR	Garner	NC	20
18	RCH	Richfield	WI	One Cabela Way	53076	465	SUN	Sun Prairie	WI	13
19	BID	Boise	ID	8109 W. Franklin Rd.	83709	466	AMM	Ammon	ID	36
20	HZW	Hazelwood	МО	5555 St. Louis Mills Blvd	63042	467	FTO	Ft. Oglethorpe	GA	35
21	HFM	Hoffman Estates	IL	5225 Prairie Stone Parkway	60192	468	NBL	Noblesville	IN	13
22	RNO	Reno	NV	8650 Boomtown Road	89439	469	HUN	Huntsville	AL	70
23	EHT	East Hartford	СТ	475 East Hartford Blvd North	6118	470	WNC	West Chester	ОН	72
24	HMD	Hammond	IN	7700 Cabela Drive	46324	471	ОКС	Oklahoma City	ОК	12
25	PFS	Post Falls	ID	101 North Cabela Way	83854	472	LEA	League City	TX	24
26	LCY	Lacey	WA	1600 Gateway Blvd NE	98516	473	LEX	Lexington	KY	15
27	RAP	Rapid City	SD	3231 E. Mall Drive	57701	474	SHP	Short Pump	VA	50
28	SCA	Scarborough	ME	100 Cabela's Boulevard	4074	475	CEN	Centerville	ОН	55
32	BIL	Billings	MT	4550 King Ave E	59101	476	FAR	Farmington	UT	39
33	GDJ	Grand Junction	со	2424 US Hwy 6 & 50	81505	477	AVO	Avon	ОН	35
34	SFD	Springfield	OR	2800 Gateway St	97477	478	GNS	Gainesville	VA	52
35	ALL	Allen	TX	1 Cabela Drive	75002	479	CHS	Chesterfield	MI	45
36	WIT	Wichita	KS	2427 N. Greenwich Rd	67226	483	ELP	El Paso	TX	64
	TUL	Tulalip	WA	9810 Quil Ceda Blvd.	98271		ALB	Albuquerque	NM	51
38	RGA	Rogers	AR	2300 Promenade Blvd	72758	501	WPG	Winnipeg (CANADA)	МВ	58
39	СНА	Charleston	wv	200 Cross Terrace Blvd	25309	502	EDM	Edmonton (CANADA)	AB	61
40	UNG	Union Gap	WA	1400 E Washington Ave	98903	503	SAS	Saskatoon (CANADA)	SK	17
41	SAG	Saginaw	MI	5202 Bay Road	48604	504	REG	Regina (CANADA)	SK	49
42	COL	Columbus	ОН	1650 Gemini Place	43240	505	EDM	Edmonton (CANADA)	AB	15
43	GDV	Grandville	MI	3000 44th Street SW	49418	506	BAR	Barrie (CANADA)	ON	50
44	LOU	Louisville	KY	5100 Norton Healthcare Blvd	40241	507	NAN	Nanaimo (CANADA)	ВС	69
	GNB	Green Bay	WI	1499 Lombardi Ave	54304	509	+	Ottawa (CANADA)	ON	30
	THO	Thornton	со	14050 Lincoln St.	80023	510	-	Calgary (CANADA)	AB	85
	LON	Lone Tree	СО	10670 Cabela Dr.	80124	511		Abbots ford (CANADA)	ВС	18

Store		City	State	Address	Zip
	WAC	Waco	TX	2700 Market Place Dr.	76711
449	KAL	Kalispell	MT	125 Treeline Road	59901
450	AUG	Augusta	GA	833 Cabela Drive	30909
451	GRN	Greenville	SC	1025 Woodruff Rd Suite H101	29607
452	ANC	Anchorage	AK	155 W 104th Ave	99515
453	СТА	Christiana	DE	1100 Christiana Mall	19702
454	WDB	Woodbury	MN	8400 Hudson Road	55125
455	MSS	Missoula	MT	3650 Brooks St.	59801
456	LUB	Lubbock	TX	3030 W Loop 289	79407
457	ACW	Acworth	GA	152 Northpoint Pkwy	30102
458	СНК	Cheektowaga	NY	2003 Walden Ave	14225
459	TLN	Tualatin	OR	7555 SW Nyberg Street	97062
460	BRS	Bristol	VA	361 Cabela Drive	24202
461	BLG	Bowling Green	KY	3395 Nell O'Bryan	42103
462	FML	Fort Mill	SC	1000 Cabela Drive	29708
463	BER	Hudson	MA	44 Highland Common East	1749
464	GAR	Garner	NC	201 Cabela Drive	27529
465	SUN	Sun Prairie	WI	1350 Cabela Drive	53590
466	AMM	Ammon	ID	3693 S. 25th E.	83406
467	FTO	Ft. Oglethorpe	GA	350 Cobb Parkway	30736
468	NBL	Noblesville	IN	13725 Cabela Parkway	46060
469	HUN	Huntsville	AL	7090 Cabela Drive NW	35805
470	WNC	West Chester	ОН	7250 Cabela's Drive	45069
471	ОКС	Oklahoma City	ОК	1200 W Memorial Road	73114
472	LEA	League City	TX	2421 S. Gulf Freeway	77573
473	LEX	Lexington	KY	1510 Conservation Way	40509
474	SHP	Short Pump	VA	5000 Cabela Drive	23233
475	CEN	Centerville	ОН	5500 Cornerstone North Boulevard	45440
476	FAR	Farmington	UT	391 North Cabela's Drive	84025
477	AVO	Avon	ОН	35685 Chester Road	44011
478	GNS	Gainesville	VA	5291 Wellington Branch Drive	20155
479	CHS	Chesterfield	MI	45959 Towne Ctr. Blvd.	48047
483	ELP	El Paso	TX	6450-10 Desert Blvd. North	79912
484	ALB	Albuquerque	NM	5151 Lang Ave NE	87109
501	WPG	Winnipeg (CANADA)	MB	580 Sterling Lyon Pky	R3P 1E9
502	EDM	Edmonton (CANADA)	AB	6150 Currents Dr NW	T6W 0L7
503	SAS	Saskatoon (CANADA)	SK	1714 Preston Ave, N	S7N 4Y1
504	REG	Regina (CANADA)	SK	4901 Gordon Road	S4W 0B7
505	EDM	Edmonton (CANADA)	AB	15320 37 st NW	T5Y 0S5
506	BAR	Barrie (CANADA)	ON	50 Concert Way	L4N 6N5
507	NAN	Nanaimo (CANADA)	вс	6902 Island Hwy N	V9V 1P6
509	OTW	Ottawa (CANADA)	ON	3065 Palladium Dr	K2T 0N2
510	CAL	Calgary (CANADA)	AB	851 -64th Ave NE	T2E 3B8
511	ABB	Abbotsford (CANADA)	ВС	1818 McCallum Rd	V2S 0H9

Distribution Center Locations

DC's		City	State	Address	Zip
902	SDC	Springfield	МО	2500 E Kearney St	65898
904	MDC	Macon	GA	5100 Bass Pro Blvd	31210
974	SAV	Garden City	GA	125 Distribution Drive	31408
913	PDC	Prairie du Chien	WI	501 Cliffhaven Rd.	53821
915	WHL	Wheeling	WV	100 Distribution Road	26059
916	SLC	Tooele	UT	2000 W Cabela's Way	84074
917	PUY	Puyallup	WA	1212 Valley Ave NE	98371

Bass Pro Shops Contact List

Corporate Address

Bass Pro LLC 2500 E. Kearney Springfield, MO 65898 Ph. (417)873-5000

Departments

Vendor Relations: Logistics:

Ph. (417) 873-4660 inbound@basspro.com vendorrelations@basspro.com

Ph. (417) 877-2799

EDI Support: Vendor Compliance:

edisupport@basspro.com vendorcompliance@basspro.com

Finance/Accounting: **Import Payments:** See Expanded Contact List Page 49 Fax (417) 869-5912

Ph. (417) 873-5556 importpayments@basspro.com Fax (417) 873-5089

ap.help@basspro.com **Drop Ship:**

dropship@cabelas.com **Reverse Logistics:**

Ph. (417) 873-5671 reverselogistics@basspro.com

Hazardous Materials (SDS): Ph. (308) 255-2255

hazmat@basspro.com **Global Trade Compliance:** gtc@basspro.com

Product Development and Quality:

USA: (417) 873-4468 **Insurance:**

Hong Kong: (852) 2176-0615 bpsproductdevelopment@basspro.com Ph. (417) 873-5094

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