

zulily Shipping & Routing Guide

Introduction

This guide is an extension of zulily's Vendor Terms and Conditions and is intended to standardize the packaging and inbound shipping of zulily vendor shipments. This standardization allows us to increase efficiencies, expanding our distribution processes, and promotes our shared commitment to maintain excellence in delivering your products to zulily customers with zero defects.

Any variance between ordered items and received items leads to poor customer satisfaction, additional expense in processing the cancelled items, and in some cases, a lost customer.

We request that all vendors label and barcode each item correctly if pre-printed UPCs aren't applied. Additionally vendors must include a complete manifest/packing slip of all included items shipped inside the shipping carton/pallet to allow zulily to quickly receive the goods and prepare for immediate delivery to zulily customers.

We sincerely appreciate your support in helping us ensure that every zulily customer order is promptly shipped with zero defects to our fulfillment centers.

We look forward to working together.

Thank you,

zulily, Ilc

Table of Contents

Chapter 1: Routing Guidelines	.3
Chapter 1.1: Domestic Orders – Routing Details	4
Shipping Origin vs. Purchase Order (PO) Ship to Fulfillment Center (FC)	4
Domestic Small Package Shipments	4
LTL/FTL Shipments	5
Documentation	5
Shipment Detail Information	5
Shipping Charge Corrections	5
Chapter 1.2: International Orders – Routing Details	
International Purchase Orders with zulily as Importer of Record (IOR)	6
International Purchase Orders shipping from Canada	7
International Purchase Orders with Vendor as Importer of Record	
Chapter 2: Drop Ship Events (Domestic Only)	
Chapter 3: Chargeback Policy	
Failure to Ship in Full	
Failure to Ship on Time	10
Chapter 4: General Shipping and Fulfillment Requirements	11
Chapter 5: Barcode, Poly-Bag Shipping Carton and Pallet Requirements	12
Chapter 6.1: Compliance	13
Chapter 6.2: Labeling Requirements	13
Chapter 7: Inbound Operations Contacts	14
Appendix	15
zulily Vendor Code of Conduct	16
zulily Fur and Exotic Leather Policy	18
Pallet Label Example	19
Carton Label Example	20
Carton Label Template(blank)	21
Masterpack Label Template	22
Shipment Checklist	24

Chapter 1: Routing Guidelines

Shipping to zulily Fulfillment Center (FC): ORDERED ITEMS ONLY (NOT SAMPLES)

Your purchase order will need to be routed to one of our fulfillment centers listed below. <u>When sending</u> your <u>samples only</u>, <u>please coordinate with your zulily merchandising contact</u>.

All purchase orders issued by zulily will list the correct FC to route your shipment to. If you have additional question about which FC to ship to, please work with your vender specialist contact to identify which FC is the designated destination.

zulily, IIc - NVFC 3200 USA Parkway McCarran, NV 89434

zulily, Ilc - OHFC 3051 Creekside Parkway Lockbourne, OH 43194

Workplace safety is our top priority, if your product requires the Material Safety Data Sheet (MSDS) or classified as dangerous goods to be transported by a common carrier, please make sure to alert your zulily operations contact before the event launching.

Chapter 1.1: Domestic Orders - Routing Details

Shipping Origin vs. PO Ship to FC (Fulfillment Center)

We currently operate 2 fulfillment centers, one in NV and one in OH.

Fulfilling from one shipping origin point or multiple origin points: Ship to the fulfillment center LISTED ON YOUR PURCHASE ORDER.

If you are shipping from outside of the contiguous United States, please see Chapter 1.2 of this document, or reach out to your zulily vender specialist contact for questions.

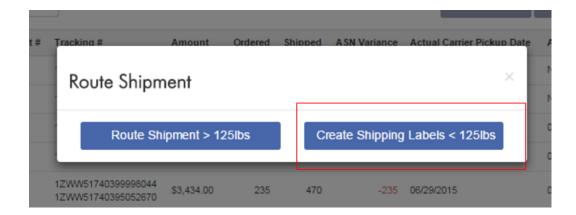
Domestic Small Package Shipments

Please log into the Vendor Portal at **portal.zulily.com** and use the 'Create shipping labels' button to ship

small shipments. To meet the small shipments threshold both of the below qualifications must be met:

- a) The total shipment is less than 125 lbs AND
- b) less than 14 cartons

NOTE: All small packages must be marked with the PO



LTL/FTL Shipments

Please log into the Vendor Portal at **portal.zulily.com** and use the '**Route Shipment**' button for shipments over 125 lbs and/or over 14 cartons. The shipments will then be tendered to a partner carrier for pick up. Shipments routed after 12 noon or without adequate 4 hour notice are at risk of shipping late by shipping the next business day. Please route by 12 noon local time for same day pick up. Once your shipment is submitted to the partner carrier, a Bill of Lading (BOL) will be sent directly to you. See image below for reference as to routing location on the portal. This can be found within the event page under Purchase Order/Shipments.

t# Ti	^{racking #} Route Shipm	Amount	Ordered	Shipped A	A SN Variance	Actual Carrier Picke	io Date A
	Route Shi	ipment > 12	5lbs	Crea	ate Shipping	Labels < 125lbs	0
	ZWW51740399998044 ZWW51740395052670	\$3,434.00	235	470	-235	06/29/2015	C

Documentation

A **packing list** needs to accompany all shipments to zulily. zulily will send the Bill of Lading (**BOL)** by email. Please make sure to use the BOL provided.

Shipment Detail Information

Vendors must input shipment detail information into the zulily vendor portal at **portal.zulily.com**.

Shipping Charge Corrections

In the event you ship via Freight Prepaid on your own UPS or FedEx account, please alert your zulily vendor specialist contact. You will also need to reach out to your local UPS or FedEx sales representative and request to reverse the shipping charges to zulily's. Please note that it is the vendor's responsibility to initiate this process.

Chapter 1.2: International Orders - Routing Details

International Purchase Orders with zulily as Importer of Record (IOR)

Originating Outside of the United States and Canada:

Shipments originating outside of Canada for which zulily is the Importer of Record must be shipped via DHL Global Forwarding or its regional service provider. Shipments that do not meet the weight criteria for DHL Global Forwarding must be shipped through DHL Express per the contact and account details below.

INCO Terms: All shipments must move via "FCA" (Free Carrier to local DHL facility) terms. Under these terms, transportation to the local DHL facility and origin country customs clearance is the sole responsibility of the Vendor.

When contacting DHL GF please reference the zulily account number US ZU260.

When booking a shipment via DHL Express, please request the account number from your zulily Vendor Specialist.

*Note: DHL <u>Express</u> (not Global Forwarding) offers free pick-up from the vendor's facility Please do not ship DHL Express shipments to the DHL GF location

The weight break to determine if a shipment moves via DHL Global Forwarding vs. DHL Express is as follows:

Weight	Provider	Contact(s)
< 65 KG	DHL Express	Utilize the DHL Express Email Ship attachment to book shipments, print shipping docs, and send to the local DHL Express office If you would like to reach out to a DHL Express contact, utilize the DHL Express -cs_hotline_and_opening_hours attachment
		Send an email to the following distribution: zulilyUS@dhl.com Please include the following:
≥ 65 KG	DHL Global Forwarding	"(New) Vendor shipping to Zulily"
		Vendor Contact Name
		Vendor Contact Name

DHL Global Forwarding must be contacted at least one day prior to delivery in order to receive the AWB#. Vendor must provide PO# and Commercial Invoice to DHL GF before delivery. All shipments must comply with the country specific requirements outlined in the zulily_Export_Documentation file

For questions regarding the directions above, please contact the DHL GF and zulily International transportation representatives below:

Gage Stowe 1905 Raymond Ave S.W Renton, WA 98057 Mobile: +1 206 384 0477 SEA Office: +1 425 981 3500 Email: gage.stowe@DHL.com Bill Coleman 2601 Elliot Ave Seattle, WA 98121 Phone: +1 206 724 0500 x4750 Email: wcoleman@zulily.com

Originating in Canada:

All small shipments from Canada for which zulily is the Importer of Record and below 150lbs and less than 10 cartons must be shipped via UPS Ground via zulily account number. Contact your Vendor Specialist for account information. The zulily corporate billing zip code is 98121 (Bill Shipping Charges to: Bill Another Third Party. On the invoice, please indicate the following:

Contact information for the zulily customs broker (LTL and FTL Only)

Expeditors U.S. Northern Border - DTT location 11505 South Wayne Road, Suite 150 Romulus, MI 48174

Office: 734 857-5180 Direct: 734 942-5824 Mobile: 810 942-5824 Email:jeff.lamonica@expeditors.com

Orders from Canada that are <u>above 150lbs and/or more than 10 cartons</u> will ship via LTL arranged by the zulily routing department. You will need to provide the following information to your zulily operations contact:

- a. zulily purchase order number
- b. Commodity
- c. Pallet count & dimensions (including height)
- d. Carton count & dimensions (only when we floor load as loose cartons)
- e. Weight
- f. Actual freight class (if known)
- g. Ship from address
- h. Dock hours
- i. Contact name, email address and phone #
- j. Is a lift gate required at your warehouse?

International Purchase Orders with vendor as Importer of Record

You must have your own freight forwarder and US Customs broker for shipments. You are still required to

provide your vendor specialist with tracking information for all shipments.

Documentation

When the vendor is the Importer of Record, zulily will provide a letter of authorization in which you use the zulily tax ID for ultimate consignee purposes if necessary. Please make sure that your Commercial Invoice contains the information below.

- 1. Shipper: The name and address of the party who sold the items
- 2. Consigned Party should be:

zulily, IIc 2601 Elliott Ave Seattle, WA 98121 Phone 206-724-0500

3. Deliver to Party should be:

Please refer to your Purchase Order for the exact shipping address

- 4. Description of Goods: A detailed description of the items being shipped, including where they were manufactured (Country of Origin), what the items were made of, fiber content of garment, and the tariff number (HTS code).
- 5. Gender (for apparel only)
 - a. Infant (newborn to 24 months)
 - b. Men
 - c. Boy
 - d. Women
 - e. Girl
- 6. Size (In US sizes for apparel only)
- 7. Quantity: The number of items being shipped
- 8. UOM (Unit of Measure): How are the individual items counted? (each, pairs, etc.)
- 9. Value: An itemized value of each item being shipped as well as the grand total
- **10. Manufacturer:** The name and complete address of the factory that manufactured the items being shipped
- **11. Inco Terms** must be noted on the commercial invoice, and anywhere else required as DDP. Under no circumstances will zulily llc act as the importer of record (IOR) for these shipments

Documentation must include all required testing documents and certification for products for children 12 years and younger.

Chapter 2: Drop Ship Events (Domestic Only)

All drop shipments from vendor to zulily customers must occur **within 96 business hours from the receipt of the zulily purchase order** and customer drop ship file, which contains the zulily customer ship-to information. All customer ship-to files and related information provided to you by zulily to permit your shipment of purchased products directly to zulily customers is confidential and proprietary information of zulily. As such, you may not use or disclose this information for any purpose beyond that required to complete the shipment of product to which such information relates. In addition, you are required to protect the confidentiality of this information in accordance with Section 14 of our Vendor Terms and Conditions.

If for any reason you are unable to complete a drop shipment within 96 business hours, you must gain written approval from your zulily operations contact.

All shipments should contain a **packing slip** which lists the information below:

Packing slips are pre-generated for you and posted within the Vendor Portal for easy access and printing.

Unless otherwise pre-approved by your zulily operations contact, we request that drop shipments utilize the zulily UPS shipping account number 878F0R or FedEx account number 146832130, our corporate billing zip code is 98121 (Bill Shipping Charges to: Bill Another Third Party). It is imperative that the reference fields be populated with very specific information outlined below:

Reference Field 1: Customer order ID # Reference Field 2: Purchase order #

To ensure we are providing our customers with a positive experience, <u>you must ship within your</u> <u>designated PO-to-Ship window outlined on the purchase order. You are also responsible for</u> <u>providing shipment notification as well as valid tracking information for all shipments within 24</u> <u>hours of shipping drop ship orders.</u> Should this information not be provided to zulily within 24 hours of shipment, zulily reserves the right to process cancellations on dropship customer orders if we are unable to confirm shipment.

The zulily Accounts Payable department will not be able to make payment on any orders in which zulily did not receive valid tracking numbers to confirm shipment. For all canceled or late shipped orders, zulily will apply chargebacks as outlined in our chargeback policy on page 10 of this document.

Chapter 3: Chargeback Policy

As part of the zulily business model, the item quantities purchased from zulily vendors are precisely calculated to fulfill live customer orders placed during your event. Any failure by vendors to timely and accurately ship product in accordance with a purchase order will require the cancellation of one or more pending customer orders. Cancellations are disappointing to our customers and significantly deter consumers from placing future orders on the site. Consequently, it is important that all zulily purchase orders are filled promptly and completely.

Failure to ship complete – when zulily has to cancel a customer order due to the vendor's failure to ship items on the zulily purchase order, a \$10.00 store credit is applied to that zulily customer's account. This will result in a chargeback applied against amounts otherwise due and owing to you in the amount of \$10 per item not received in accordance with the applicable zulily purchase order.

Failure to ship on time – For the reasons described above, zulily expects the vendor to ship within the dates identified on the zulily purchase order. The applicable chargebacks on delayed shipments shall be applied at the rates specified below:.

We recognize there may be exceptions when the purchase order(s) are related to a vendor's first event. For first events only, zulily may in its discretion apply reduced chargeback amounts which shall in no event be less than a \$50 chargeback for each per Purchase Order.

Date Shipped	Vendor Chargeback
Within ship window	None – on time
1 business day after window	1% of PO value
2 business days after window	2% of PO value
3 or more business days after window	10% of PO value

Chapter 4: General Shipping and Fulfillment Requirements

Domestic Purchase Order Terms

All zulily domestic purchase orders (PO) incorporate our Vendor Terms and Conditions and are written with Freight Collect. This means zulily will take legal possession and full ownership of the goods upon receipt at our designated facility and also arrange and pay for transportation to our facility. The shipper is responsible for insurance of these goods until zulily takes legal possession at its designated warehouse facility.

International Purchase Order Terms

International POs for which the vendor is the importer of record are written with DDP INCO terms. This means the shipper is responsible for transportation of the merchandise to the United States and coordinating clearance of the merchandise with U.S. Customs and other U.S. regulatory agencies. Shipper is also responsible for paying all import duties, export charges, and freight charges. The shipper is responsible for insurance of these goods until zulily takes legal possession at its designated warehouse facility, or any previously agreed upon exchange location. Zulily will not under any circumstances act as importer of record for any PO with DDP INCO terms

International purchase orders (POs) for which zulily is the importer of record are written with FCA INCO terms. This means the shipper is responsible for getting the merchandise to the zulily carrier at the airport or loading dock in the country of export. zulily will be responsible for paying freight and import duties from this point. The shipper is responsible for insurance of these goods until zulily, or an authorized zulily agent, takes legal possession at the designated airports or loading dock.

For additional insurance information, view zulily's Vendor Terms & Conditions in the *Event Setup Review* section of the zulily Vendor Portal.

Inventory Expectations

To ensure we maintain excellence in delivering your products on-time and in exact quantities to fulfill customer orders, zulily requests that you do not commit to volumes where there is any uncertainty around your ability to fulfill them by the following business day after receipt of a zulily purchase order.

Why is having an exact quantity critical? zulily does not purchase or hold inventory on any item in advance of a zulily event. Instead, we work with each vendor before launching an event to specifically reserve inventory levels by SKU to make sure we do not inadvertently sell product quantities beyond those that are immediately available for shipment on zulily customer orders. zulily relies on the information you provide, without buffers, to establish the SKU sales thresholds beyond which zulily customer orders will not be received. (Once an item reaches this threshold, it is displayed on the zulily website as "all gone."

Fulfilling exact quantities against zulily customer orders is an absolute requirement. This is achieved **ONLY by committing to SKU volumes that can be delivered 100% of the time**. Quantities must be filled with the exact SKUs committed to: same style, color, size, etc. Samples cannot be used to fulfill committed orders and must not be included in final inventory counts available for zulily event sales. For these reasons, please do not commit to any volume for an event that you are not 100% confident you have items in stock and can ship by the following business day after receipt of a zulily purchase order. All items must be in perfect condition and free of manufacturing defects.

Chapter 5: Barcode, Poly-Bag, Shipping Carton and Pallet Requirements

Barcode Individual Items: All items sold to zulily must come labeled with a barcode on hang tag or poly-bag. Do not apply to garment. If pre-printed UPCs aren't applied, please note that zulily will generate a barcode file with your Purchase Order that can be printed on standard **5160 Avery labels**. These labels are available for printing on the Vendor Portal; **portal.zulily.com.** If pre-printed UPCs are applied, please provide a list of your UPC codes (in excel spreadsheet format) to your zulily buying or operations team.

Poly-Bag: All clothing is to be individually poly-bagged to protect the items.

Shipping Carton Requirements:

- All corrugate must be ship-worthy, free of damage and securely taped at each opening
- Please list: zulily Purchase Order Number and Final Destination Address
- Quantities should be represented individually: Quantity: 24 ea.(correct) Quantity: 2 dozen (incorrect)
- All **partial** cartons need to be marked on all 4 sides and clearly identified (i.e.: *Partial Case contains 2 units)*
- If multiple SKUs in a carton, please list each SKU and mark carton as "Mixed Carton." Do not combine similar styles in a mixed carton.
- Pack all identical style/color items together and avoid packing individual styles and colors across multiple cartons
- Each shipping carton should be marked by number. (i.e. 1 of x, 2 of x, etc.). The packing slip must be placed on or inside the first carton

All Masterpack cartons containing multiple "eaches" must be marked with a "Masterpack" label in

- addition to the carton label. The Masterpack label must be applied to the top of the carton across the tape seal. You can find a template for Masterpack Labels on Page 21.
- For your convenience, you will find a template for an individual carton label on page 20 that can be printed and utilized at the time of shipping. An example of a completed carton label is shown on page 19.

General Palletization Requirements: zulily asks that cartons be palletized for shipping whenever possible. If palletization is not possible, loose cartons will be accepted.

- Height: 72" maximum, including pallet
- Dimensions: 48" x 40" x 72"
- Gross weight of pallet: 1,500lbs. maximum
- 4-way entry style pallets preferred, but not required
- SKU and other master carton markings must be facing outward for easy identification
- Shipments of a given SKU must be consolidated on the same pallet. Please do not mix cartons of different SKUs together. Try to separate them or make the differences obvious by placing a piece of cardboard (or something similar) to make the distinction
- All pallets must be labeled. Pallet labels should be large enough to ensure maximum visibility in the Fulfillment Center. Please list: zulily, Purchase Order Number, Final Destination Address
- Palletized loads must be stretch wrapped to prevent movement while shipping and secured to the pallet itself
- Align cartons flush with pallet. Misaligned, bulging or overhanging cartons may result in damage, which will be your responsibility. See page 22 for an example of a properly stacked, labeled, and wrapped pallet.
- An example of our preferred format for a pallet label is shown on page 18.

Chapter 6.1: Compliance

All items sold to zulily must comply with all United States and Canadian laws, rules, regulations in addition to the specifications set forth in the applicable Purchase Order. Applicable legal requirements are more fully described in our Vendor Terms and Conditions. Examples include compliance with the country of origin marking requirements of section 304 of the Tariff Act of 1930, as amended, the Wool Products Labeling Act, Textile Fiber Products Identification Act, the Lanham Act, Hazardous Substances Labeling Act, Flammable Fabrics Act, Food, Drug & Cosmetics Act, Consumer Product Safety Act, the Consumer Product Safety Improvement Act, Federal Trade Commission Act, including the care labeling regulations issued pursuant thereto, FTC Guidelines, Trade Practice Rules and Regulations and all amendments thereto.

For any purchase orders written to non-US based companies, that include products for children 12 years or younger, the vendor must provide zulily with a copy of the Children's Product Certificate (CPC) and corresponding test report from a CPSC certified lab prior to the launch of any event. Other vendors supplying goods in this product category must, within 24 hours of request, provide zulily with a copy of the Children's Product Certificate (CPC) and corresponding test report from a CPSC certified lab (products for children 12 years or younger) or a copy of the General Certificate of Conformity (GCC) and corresponding test report from a CPSC certified lab (for all other products).

For information on CPC requirements, visit <u>http://www.cpsc.gov/en/Business--Manufacturing/Testing-Certification/Certification/Childrens-Product-Certificate-CPC/</u>

For information on GCC requirements, visit <u>http://www.cpsc.gov/gcc</u>

For a list of CPSC accredited testing labs, visit http://www.cpsc.gov/cgi-bin/labsearch/

Chapter 6.2: Labeling Requirements

The Federal Trade Commission (FTC) requires all manufacturers and importers to comply with federal labeling requirements for textile, wool and fur products. The law requires that most textile and wool products have a label listing: the fiber content, the country of origin, care instructions and the identity of the manufacturer or another business responsible for marketing or handling the item, or an RN number. With few exceptions, these labels must be permanently attached (sewn in). All FTC labeling requirements can be found at the Bureau of Consumer Protection website: <u>http://business.ftc.gov/documents/bus21-threading-your-way-through-labeling-requirements-under-textile-and-wool-acts</u>

In addition to the FTC labeling requirements, the Consumer Product Safety Commission requires that any product for children 12 years or younger must include a tracking label that includes the following information:

(1) the name of the manufacturer or private labeler

(2) the location and date of production of the product

(3) detailed information on the manufacturing process, such as a batch or run number, or other identifying characteristics

(4) any other information to facilitate ascertaining the specific source of the product Note: All the above information should be visible and legible. Consumer Product Safety Commission Labeling Requirements can be found on the Consumer Product Safety Commission website:

http://www.cpsc.gov/en/Business-Manufacturing/Business-Education/tracking-label/

Chapter 7: Inbound Operations Contacts

Your primary zulily operations contact is located in the zulily purchase order (PO) you will receive and on the zulily vendor portal under the "Event Setup Review" tab. For all other shipment/routing information, please email the Routing Inbox at **routing@zulily.com**.

Please note: To help ensure shipments are received at the zulily warehouse with all pertinent information we have included a Shipment Checklist with this document on page 23. This checklist will help remind you of the key requirements needed for every zulily shipment. Please review this list with every zulily shipment.



Appendix

zulily Vendor Code of Conduct

zulily recognizes there are different legal and cultural environments in which vendors operate throughout the world. This Code of Conduct sets forth the basic requirements vendors must meet. zulily will only engage with vendors that demonstrate a commitment to meet or exceed the requirements outlined in our Code of Conduct. Vendors are defined as any manufacturer, contractor, sub-contractor, supplier or vendor retained in connection with the production of products for zulily.

Laws & Regulations: Vendors must operate in full compliance with applicable local and national laws, rules and regulations of the United States and of their respective country of manufacture.

Employment Practices: Workers must be treated fairly, and in all cases be present voluntarily, not put at risk of physical harm, fairly compensated, and allowed the right of free association and not exploited in any way. Vendors shall not use prison labor, indentured labor, bonded labor or labor obtained through human trafficking or slavery. Workers shall not be required to lodge deposits or identity papers upon employment. Additionally, workers must be free to report violations of this Code of Conduct without fear of retaliation.

Wages and Benefits: Vendors must pay their workers wages and legally mandated benefits that match or exceed local law. In addition to payment for regular hours of work, workers shall be compensated for overtime hours at such premium rates as are legally required.

Working Hours: zulily expects its vendors to operate based on local legal work hours. Subject to the requirements of local law, a regularly scheduled workweek of no more than sixty (60) hours and one day off in every seven (7) day period are encouraged. Whenever a worker is present in a facility, the worker's time must be recorded and the worker properly compensated in accordance with all applicable law.

Child Labor: Vendors must observe legal requirements for the work of authorized minors, particularly those relating to - hours of work, wages, minimum education, and working conditions. Vendors will not employ anyone younger than 15, or younger than the age for completing compulsory education in a country where such age is higher than 15.

Non Discrimination: zulily believes that workers should be employed on the basis of their ability to do their job, rather than on the basis of gender, age, disability, sexual orientation, racial characteristics, cultural or religious beliefs, marital or maternity status, or similar factors. Employment (hiring, wages, benefits, advancement, termination, and retirement) shall be based on workers' ability.

Harassment and Abuse: All workers must be treated with respect and dignity. Employees shall not be subject to corporal punishment, physical, sexual, psychological or verbal harassment or other forms of mental or physical coercion, abuse or intimidation. Vendors shall not use, or permit the use of fines as a disciplinary practice.

Health & Safety: Vendors must provide workers with a clean, safe and healthful work environment. Vendors must comply with all applicable, legally mandated standards for workplace health and safety. These provisions include dormitory and residential facilities and cantinas where applicable.

Ethical Standards: Bribes, kickbacks or other similar unlawful or improper payments are strictly prohibited and should not be given to any person or entity to obtain or retain business. Policies must be in place to comply with all local and applicable anti-bribery regulations, including the US Foreign Corrupt Practices Act.

Environmental Requirements: Vendors must demonstrate a commitment to the environment as well as applicable environmental laws.

Legal Requirements: Vendors shall comply with all applicable laws including US import regulations and supply chain security procedures, labeling and product safety laws. This includes compliance with this Vendor Code of Conduct and the Vendor Terms and Conditions under which zulily purchase orders are issued.

Monitoring and Record Keeping: zulily may take affirmative measures to monitor compliance with this Code of Conduct and its Vendor Terms and Conditions. Vendors shall maintain documentation necessary to demonstrate compliance with this Vendor Code of Conduct and zulily's Vendor Terms and Conditions. Vendors must furnish zulily representatives reasonable access to documents, production facilities, employment records, and workers in connection with all monitoring efforts.

Subcontracting: Vendors shall not utilize subcontractors for the production of merchandise, or components thereof, without prior written approval and only after the subcontractor has agreed to comply with the zulily Vendor Code of Conduct. Vendors shall require each approved subcontractor to abide by this Code of Conduct and the applicable Vendor Terms and Conditions. Vendors shall be held accountable for a subcontractor's failure to abide by the zulily Vendor Code of Conduct.

Change of Control: Vendors shall promptly notify zulily in writing if ownership or location of the vendor changes and upon the termination of any applicable licensing rights that relate to products supplied to zulily. New owners or licensees shall agree to comply with the Code of Conduct.

Kimberly Process and Conflict Minerals: zulily expects vendors to source all diamonds from legitimate sources in compliance with United Nations Kimberly Process resolutions. We expect all vendors to avoid the use of Conflict Minerals which may directly or indirectly finance conflict in the Democratic Republic of Congo or adjoining countries as defined by Dodd-Frank Conflict Minerals Provisions.

zulily Fur and Exotic Leather Policy

zulily does not sell products made from genuine fur except for the following:

- Shearling
- Calf hair
- Pony hair

zulily does not sell products made from exotic animal skin. Only leather from the following animals is allowed:

- Cow
- Pig
- Sheep
- Goat / Lamb
- Ostrich

Fur labeling and advertising:

Genuine fur must be labeled / displayed online with the following information:

- The term "genuine"
- If the fur is natural, or painted, bleached, dyed etc.
- The name of the animal
- The country of origin of the animal

Example: Leather / genuine dyed pony hair (China)

Faux fur must be labeled as faux fur with proper fiber content Example: 100% wool with 100% acrylic faux fur collar Example of completed pallet label:

SHIP FROM: ZULILY VENDOR 1234 W. ZULILY VENDOR DRIVE SEATTLE, WA 98134

SHIP TO:* ZULILY MCCARRAN DC 3200 USA PARKWAY MCCARRAN, NV 89434

PO# 1256789-P000123456-8-1

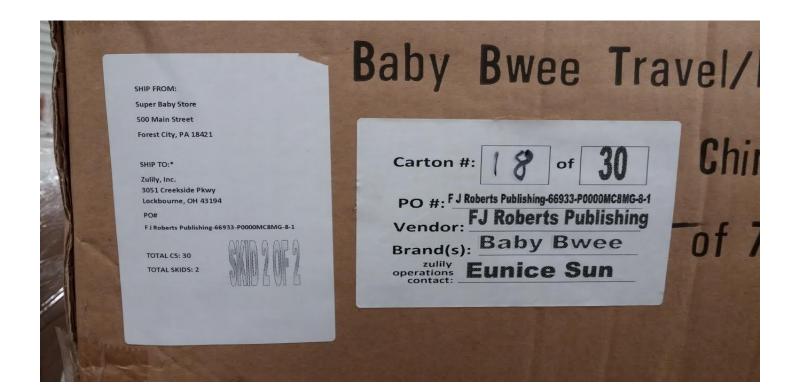
TOTAL CS: 92 TOTAL SKIDS: 4 SKID 1 OF 4

CARRIER LOAD/PRO# 100200300

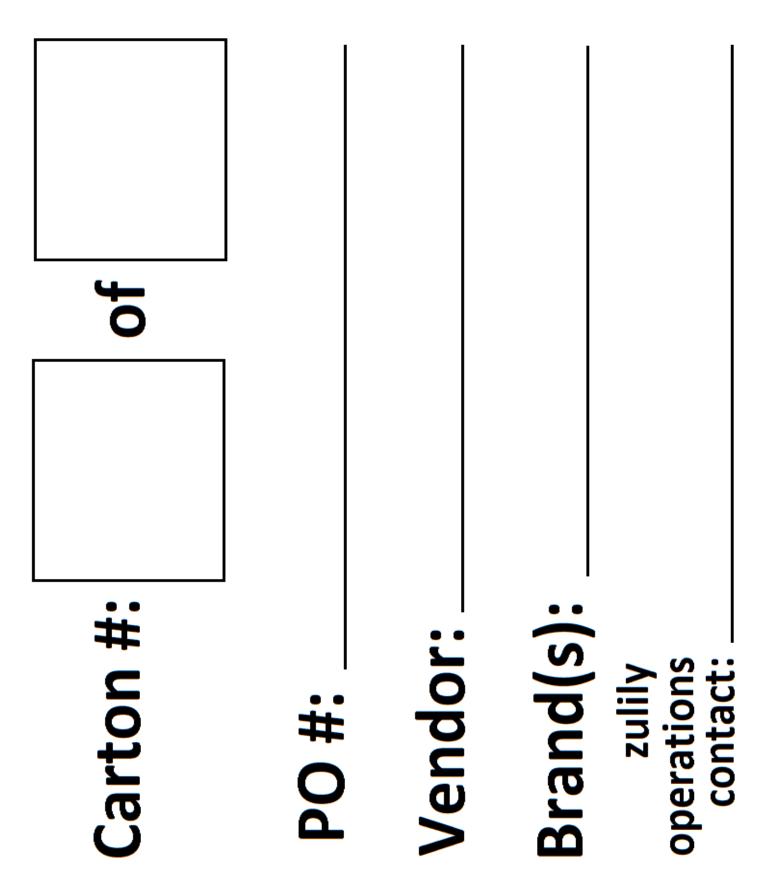
*See your Purchase Order for specific Ship To instructions

Examples of completed carton label:

All and a second s
Carton #: / of 2
PO #: ABC/23 Co 99999- PODO08FX-8-1
Vendor: ABC123 Co, Inc.
Brand(s): Such Cute Clothes
operations John Doe



FROM CAPELLI OF NEW YORK 250 CARTER DRIVE EDISON, NJ 08817-2097		3051	TO ZULILY INC 3051 CREEKSIDE PKWY LOCKBOURNE, OH 43194		
O: 78196-P0000	MD940-	8-1		1	
ZULILY SKU	STYLE	COLOR	SIZE	QTY	
8112565	FG-5177	SLV CMB	Little Kid	8	
8112566	FG-5177	SLV CMB	Big Kid 3	4	
8112563	FG-5177	SLV CMB	Toddler 1	4	
8112564	FG-5177	SLV CMB	Little Kid	8	
CARTON: 30 OF	= 47 E-TICKETE				



Attention: zulily Receiving

THIS IS A MASTER CASE PACK

PLEASE BREAK DOWN INTO MULTIPLE UNITS

Attention: zulily Receiving

THIS IS A MASTER CASE PACK

PLEASE BREAK DOWN INTO MULTIPLE UNITS

Attention: zulily Receiving

THIS IS A MASTER CASE PACK

PLEASE BREAK DOWN INTO MULTIPLE UNITS

Attention: zulily Receiving

THIS IS A MASTER CASE PACK

PLEASE BREAK DOWN INTO MULTIPLE UNITS

Attention: zulily Receiving

THIS IS A MASTER CASE PACK

PLEASE BREAK DOWN INTO MULTIPLE UNITS

Attention: zulily Receiving

THIS IS A MASTER CASE PACK

PLEASE BREAK DOWN INTO MULTIPLE UNITS

Attention: zulily Receiving

THIS IS A MASTER CASE PACK

PLEASE BREAK DOWN INTO MULTIPLE UNITS

Attention: zulily Receiving

THIS IS A MASTER CASE PACK

PLEASE BREAK DOWN INTO MULTIPLE UNITS

Attention: zulily Receiving

THIS IS A MASTER CASE PACK

PLEASE BREAK DOWN INTO MULTIPLE UNITS

Attention: zulily Receiving

THIS IS A MASTER CASE PACK

PLEASE BREAK DOWN INTO MULTIPLE UNITS

Attention: zulily Receiving

THIS IS <u>1</u> UNIT

Do NOT open & break down into multiple units

Attention: zulily Receiving

THIS IS <u>1</u> UNIT

Do NOT open & break down into multiple units

Attention: zulily Receiving

THIS IS <u>1</u> UNIT

Do NOT open & break down into multiple units

Attention: zulily Receiving

THIS IS <u>1</u> UNIT

Do NOT open & break down into multiple units

Attention: zulily Receiving

THIS IS <u>1</u> UNIT

Do NOT open & break down into multiple units

Attention: zulily Receiving

THIS IS <u>1</u> UNIT

Do NOT open & break down into multiple units

Attention: zulily Receiving

THIS IS <u>1</u> UNIT

Do NOT open & break down into multiple units

Attention: zulily Receiving

THIS IS <u>1</u> UNIT

Do NOT open & break down into multiple units

Attention: zulily Receiving

THIS IS <u>1</u> UNIT

Do NOT open & break down into multiple units

Attention: zulily Receiving

THIS IS <u>1</u> UNIT

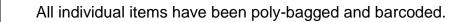
Do NOT open & break down into multiple units

Example of a properly stacked pallet with carton labels facing outward:





Shipment Checklist





Purchase Order number is displayed and easy to read on each carton.

Ship to address matches the Purchase Order(address is either NVFC or OHFC).

Each shipping carton is **marked by number**. (i.e. 1 of x, 2 of x etc.)

A packing slip has been placed on or inside the first carton.



Children's Product Certificates for items for children 12 and under



Advanced Shipping Notice (ASN) has been input into zulily vendor portal (portal.zulily.com)