

Intermix, LLC
Vendor Compliance and Routing Manual

Revised: August 2011

INTERMIX

Letter to confirm receipt and understanding.....	1
General Information.....	2
General Shipping Instructions.....	2
Delivery Refusals.....	2
Delivery Windows	2
Administration Fees.....	2
Delivery and Receiving Instructions.....	3
Shipping Address and Routing Information.....	3, 4, 5
Delivery Notification.....	5
Carton Information.....	6
Multiple Purchase Orders.....	6
Domestic Carrier Requirements.....	6
International Freight Forwarder.....	7
Invoicing Instructions.....	7
Invoice Mailing Address.....	7
Invoice Information Requirements.....	7, 8
Packing Instructions.....	8
Short Ships.....	8
Merchandise Container Information.....	8
Garment on Hangar Instructions.....	8
Merchandise Sorting Requirements.....	8
Carton Construction and Packing Requirements.....	9
Merchandise Identification Requirements.....	9
Product Ticketing Requirements.....	9
Delivery Acceptance Terms.....	10
Substitutions and Late Styles.....	10
Item Condition Terms	10
Item Condition Terms.....	10
Vendor Price Tickets.....	10
Merchandise Defects.....	10
General	10
Global Human Rights Code of Conduct.....	11, 12, 13
Indemnification.....	13

Intermix, LLC
Vendor Compliance and Routing Manual

The undersigned verifies receipt and understanding of the Intermix, LLC revised August 2011 Vendor Compliance and Routing Manual.

Company Name: _____

We have read and understand all information outlined in this Compliance and Routing Manual:

Reviewed by: _____

Date: _____

Please sign and scan or fax this copy to:

distribution@intermixny.com – US

canadadistribution@intermixny.com - Canada

40 West 25th Street
11th Floor
NYC, NY 10010
Fax 212-463-9524

GENERAL INFORMATION

The following instructions outline the requirements that must be adhered to when shipping merchandise to Intermix, LLC (Intermix). Any questions concerning information contained in this guide must be addressed prior to shipment of goods.

General Shipping Instructions

- Intermix will not allow any unauthorized freight, insurance, handling, packing or any other miscellaneous charges on a merchandise invoice.
- All purchase orders must be listed on the Bill of Lading. Purchase orders must not be physically mixed when freight is tendered to carrier.
- All orders must be shipped in accordance with the Purchase Order Start Ship Date and the Complete/Cancel Date.

Delivery Refusals

- Shipments received at Intermix late, cancelled, not on file or unapproved will be refused and returned to vendor without obtaining any verbal or written authorization and or authorization label. Neither inbound nor return freight will be paid by Intermix on such shipments. A Purchase Order will be considered late if not 95% complete by the cancel date.
- If multiple purchase orders are shipped on a single bill of lading and any one purchase order is invalid, the entire shipment will be refused.
- No C.O.D. shipments will be accepted without the prior written approval of Intermix. This includes C.O.D. for postage on UPS and Parcel Post shipments. All purchase orders have specific delivery dates. The vendor is responsible for shipping merchandise so that it will arrive within the delivery date shipping window that is specified on the purchase order.
- Purchase Orders will not be accepted after the cancel date. Expenses will not be reimbursed.

Delivery Windows

Our required delivery window for all Purchases Orders will be **2 weeks** from start ship to cancel date. It is **imperative** that all shipments are made on the start ship date. If a different shipping window is required, this must be discussed with the buyers at the time of bulk order placement.

Administrative Fees

Any deviation from the shipping and routing instructions listed in this document will incur an administrative processing fee in addition to the charge-back fees incurred for each violation.

Processing Fee:

\$50.00

DELIVERY AND RECEIVING INSTRUCTIONS

Shipping Address / Routing Information

All shipments must be shipped to the specified Intermix address on our Purchase Order. Merchandise shipped to another location without prior authorization will not be accepted all shipping fees incurred will be charged back to the vendor.

The shipping addresses for all Intermix locations are as follows:

New York Distribution Center:

Intermix, LLC.
Attention: Distribution and Receiving Department
40 West 25th Street 11th Floor
New York City, NY 10010

Canada Distribution Center:

Intermix Canada Inc
c/o SDR Distribution
300 Applewood Crescent, Unit 1
Vaughan, Ontario
L4K 4B4
Canada

Our store locations:

#	LOCATION	STORE PHONE/FAX
01	125 Fifth Avenue New York, NY 10003 intermixfifth@intermixny.com	212-533-9720 Tel 212-533-9706 Fax
02	1003 Madison Avenue New York, NY 10021 intermixmadison@intermixny.com	212-249-7858 Tel 212.249.4735 Fax
04	634 Collins Ave Miami, FL 33139 intermixmiami@intermixny.com	305-531-5950 Tel 305-531-5910 Fax
05	210 Columbus Ave New York, NY 10023 intermixcolumbus@intermixny.com	212-769-9116 Tel 212-769-8358 Fax
06	186 Newbury Street Boston, MA 02116 intermixboston@intermixny.com	617-236-5172 Tel 617-236-7208 Fax
07	365 Bleecker New York, NY 10014	212-929-7180 Tel 212-929-7178 Fax

	intermixbleecker@intermixny.com	
08	Bal Harbour Shops 9700 Collins Ave Bal Harbour, FL 33154 intermixbalharbour@intermixny.com	305-993-1232 Tel 305-993-1258 Fax
09	3222 M Street Washington, DC 20007 intermixgeorgetown@intermixny.com	202-298-8080 Tel 202-298-8077 Fax
10	64 Main Street Southampton, NY 11968 intermixsouthampton@intermixny.com	631-283-8510 Tel 631-283-8507 Fax
11	98 Prince Street New York, NY 10012 intermixsoho@intermixny.com	212-966-5303 Tel 212-966-5308 Fax
12	Phipps Plaza 3500 Peachtree Rd Atlanta, GA 30326 intermixatlanta@intermixny.com	404-846-8446 Tel 404-846-8490 Fax
13	Americana Manhasset 2104 Northern Blvd Manhasset, NY 11030 intermixmanhasset@intermixny.com	516-627-5840 Tel 516-627-5819 Fax
14	Forum Shops at Caesars 3500 Las Vegas Blvd Las Vegas, NV 89109 intermixlasvegas@intermixny.com	702-731-1922 Tel 702-731-1985 Fax
15	Town Center at Boca Raton 6000 Glades Rd Suite 1063 Boca Raton, FL 33431 intermixbocaraton@intermixny.com	561-393-6942 Tel 561- 393-6943 Fax
16	NorthPark Center 8687 N Central Expressway, Suite 220 Dallas, TX 75225 intermixdallas@intermixny.com	214- 691-3800 Tel 214-691-3806 Fax
18	841 W Armitage Chicago, IL 60614 intermixarmitage@intermixny.com	773-404-8766 Tel 773-404-8756 Fax
19	40 East Delaware Chicago, IL 60611 intermixrush@intermixny.com	312- 640-2922 Tel 312 640-2921 Fax
20	110 N Robertson Blvd Los Angeles, CA 90048 intermixrobertson@intermixny.com	310- 860-0113 Tel 310-860-0014 Fax
21	3333 Bristol Street Costa Mesa, CA 92626 southcoastplaza@intermixny.com	714- 754-7895 Tel 714- 754-7896 Fax
24	87 Main Street East Hampton, NY 11937	631-907-8025 Tel 631-907-8079 Fax

25	1633 North Damen Avenue Chicago, IL 60647	773-292-0894 Tel 773-252-3167 Fax
26	3939 Cross Creek RD. Malibu, CA 90265	210-456-7809 Tel 310-436-7821 Fax
27	Somerset Mall 2801 West Big Beaver RD, Space C155-R5 Troy, MI 48084	248-643-1997 Tel 248-643-1964 Fax
28	325 Greenwich Ave Greenwich, CT 06830	203-302-3200 Tel 203-302-3203 Fax
29	812 Washington St New York, NY 10014	TBD
30	130 Bloor Street West Toronto, Canada	TBD

Delivery Notification

Effective June 1, 2008 Intermix will require all shipment notification to be made via EDI 856/ASN transmissions, at carton level to include the below detail:

- Intermix P.O. Number
- Style number
- Vendor name
- Total weight in pounds
- Total units of product
- Total number of cartons
- Origination address

Exceptions, in writing, must be requested by those vendors who do not have the ability to transmit the EDI 856/ASN. These vendors must e-mail Intermix or fax shipment details at time of shipment.

The e-mail should be sent to distribution@intermixny.com (US), or canadadistribution@intermixny.com (Canada) and must include all the above and additional information below:

- Contact person name, email address, phone and fax information
- Product type information (shoes, t-shirts, jewelry, etc.)

If vendor does not have email access, a fax must be sent to (212) 463-9524, ATTN. DISTRIBUTION AND RECEIVING

Processing Fee:

\$ 50 per shipment

Carton Information

Processing Fees

All cartons received by Intermix must include the following markings:

- A shipping label affixed to the top of each carton that is plainly visible which lists the following information: **\$100 per shipment**
 - Vendor name
 - Carton # of total, (i.e. 1 of 4, 2 of 4, etc.)
 - P.O. number
 - Carton weight
 - Delivery tracking #
 - Style #
 - UCC 128 label on carton side—**Effective June 1, 2008**

- A paper packing slip (no stickers) included in a clear plastic sleeve must be affixed to the top of each carton that includes the following information: **\$50 per shipment**
 - Vendor name and address
 - Carton # of total, (e.g., 1 of 4, 2 of 4)
 - INTERMIX purchase order number
 - Vendor invoice number
 - Total units sorted in the following order
 1. Style
 2. Color
 3. Size
 - Total number of cartons and weight of shipment
 - Itemized listing of all contents in that carton only

Multiple Purchase Orders

All purchase orders must be packed and identified separately. Multiple P.O. deliveries are not allowed in individual cartons. **\$100 per Occurrence**

Domestic Carrier Requirements

Domestic vendors must use UPS GROUND for all domestic inbound freight. Vendors will be responsible for paying the difference in freight costs if UPS rates were less than the carrier used. **\$25 Per Occurrence**
Contact distribution@intermixny.com (US), or canadadistribution@intermixny.com (Canada) with any questions.

Additional shipping charges incurred due to vendor error will be paid solely by the vendor. (For example, if a shipment is scheduled for delivery on a specific date, the vendor is expected to ship the merchandise for arrival on that date without incurring overnight or air freight charges). Any such charges will be a violation of the purchase order agreement and the difference between the overnight shipping fees and agreed upon shipping charges will be deducted in the form of a chargeback. **\$25 Per Occurrence**

Any use of the Intermix UPS account for shipping to any location other than Intermix and its agents is strictly prohibited. Vendors will be charged back for any fees due to improper use of account. **\$500 Per Occurrence**

International Freight Forwarders

Vendors are requested to use UPS as Freight Forwarder and Broker unless advised by Intermix:

1-800-742-5877 (WITHIN THE CONTIENTAL USA)

1-800-826-9188 (WITHIN CANADA)

VENDORS IN PARIS, UK, ITALY ETC CONTACT YOUR LOCAL UPS OFFICE

INVOICING INSTRUCTIONS

Invoice Mailing Address

Invoices must be sent, via e-mail on the date of shipment to the following e-mail address:

If e-mail is not possible, please mail to:

US invoices only:

Intermix, LLC
48 West 25 Street 11th Floor
ATTN: ACCOUNTS PAYABLE
New York, NY 10010

ap@intermixny.com

Canada invoices only:

Intermix Canada Inc
48 West 25th Street 11th Floor
ATTN: ACCOUNTS PAYABLE
New York, NY 10010

canadadistribution@intermixny.com

Invoice Information Requirements

All discounts must be correctly listed as a line item on the invoice or as net cost.

\$50 Per Occurrence

Payment due date must be properly listed (due dates start from the date of shipping.)

\$75 Per Occurrence

Invoices must include only the items shipped. Billing for merchandise to be shipped at a later date will incur a charge-back. No short ships and no billing for back ordered merchandise is allowed without obtaining any verbal or written authorization. Merchandise will not be accepted after cancel date without the consent of Intermix.

\$75 Per Occurrence

PACKING INSTRUCTIONS

FOR APPAREL ONLY

Effective August 1, 2008 Intermix will require that certain styles be packed separately by store location and/or country. The buyers will identify these styles at the time when the bulk orders are placed. 3 weeks before the confirmed ship date Intermix will provide all the necessary information for packing and labeling for these locations.

Short Ships

Units contained inside the cartons must match carton paperwork, EDI 856/ASN, delivery notification email and or fax copy of shipping details. **Effective June 1, 2008**

Processing Fee:

\$25 Per Occurrence

Merchandise Container Information

All bags, belts and Garments on Hanger (GOH) must be packed individually in a poly bag.

\$1 Per Unit

All shoes must be in a box, one pair per box.

\$1 Per Unit

Garment on Hanger Instructions

GOH items must be in a poly bag that is at least 6 inches longer than the garment.

\$1 Per Unit

GOH items must include style and size on a sticker within 3 inches of the top and 3 inches right side of a poly bag.

\$1 Per Unit

All hang-able wearing apparel must be shipped GOH

\$1 Per Unit

Hangers must be double strand wire or solid plastic, which is 1/4" wide with rounded ends.

\$1 Per Unit

Merchandise must be packed so it remains the on hangers upon delivery

\$1 Per Unit

Merchandise Sorting Requirements

Styles that are sent in multiple carton shipments must be sorted within those cartons using the following hierarchy:

\$50 Per Shipment

1. First, pack items by: Style
2. Then, pack items by: Color
3. Finally, pack items by: Size

Carton Construction and Packing Requirements

Processing Fee:

All deliveries must be shipped in cartons with the size and test

\$5 Per Carton

limitations listed below:

\$5 Per Damaged Unit

- Cartons must include an additional layer of corrugated material between the box top and the merchandise to avoid box cutter damage.

- Carton construction parameters:
 - Cardboard must have a minimum test weight of 200lbs; double-ply
 - Maximum dimensions per carton must not exceed 30"W x 36"L x 30"H
 - Maximum weight 40 pounds

- All boxes must be taped. No staples allowed.

\$10 Per Carton

\$5 Per Carton

Merchandise Identification Requirements

All products must include a sticker that list the a sticker that list the style, size and color, in addition to size and width for shoes.

\$1 Per Unit

Sticker should not be placed directly on garments. Return shipping fees will be incurred for damaged items due to sticker removal.

\$5 Per Unit

Special instructions for all Canada bound purchase orders:

Please ensure that all applicable product be labeled in compliance with the Canadian Competition Bureau Guide to Textile Labeling and Advertising Regulations available on:

\$75 per unit

competitionbureau.gc.ca/eic/site/cb-bc.nsf/eng/01249.html

PRODUCT TICKETING REQUIREMENTS

FOR APPAREL ONLY

Effective May 1, 2008 all apparel products shipped to Intermix, LLC must be ticketed with the Intermix hang tag and price sticker. Intermix will supply both the hang tag and price sticker at no charge to you. The hang tag must be attached with a 2" clear plastic swift thatch through your main label. The "Intermix" logo on the hang tag must face out, visible to the customer. It is acceptable to cut through the poly bag to attach the hang tag. Re-bagging will **not** be required. The Intermix hang tag and price sticker will be supplied 3 weeks before scheduled shipment. If these items are required earlier, please send an e-mail to: distribution@intermixny.com (US), or canadadistribution@intermixny.com (Canada) indicating the style, purchase order number and destination for shipping.

\$50 per shipment
\$.25 per unit

DELIVERY ACCEPTANCE TERMS

Substitutions, Partial Shipment and Late Items

Substitute items must be approved in writing prior to shipment or will be refused based solely on the discretion of Intermix. Any return fees incurred will be charged to the vendor plus a per unit processing fee.

Processing Fees:

\$2 per unit

Partial shipments are allowed only with prior permission from Intermix. Contact distribution@intermixny.com (US), or canadadistribution@intermixny.com (Canada) for approvals. Styles shipped without prior approval will be subjected to additional handling charges. Freight on non approved shipments will be charged back to the vendor.

Styles shipped must arrive at the designated Intermix address by the cancel date. All shipments past the cancel date will be refused unless approved in writing from the buyer.

ITEM CONDITION TERMS

Vendor Tags

Merchandise should not have any price tags or MSRP information of any kind attached on the garments or in the cartons. In the event additional fees are incurred, those will be charged-back to the vendor.

\$1 Per Unit

Style Tagging

The identification information on the out side of your poly bag must match the identification information on/inside the garment, such as style number size and color.

\$1 Per Unit

Merchandise Defects

All merchandise which is returned to the vendor due to merchandise defects (e.g., faulty zipper, fit problem) will be charged a processing fee plus all shipping fees associated with the merchandise.

\$5 Per Unit

General

Expenses incurred due to violation of the instructions will be paid by the vendor in the form of charge-backs. All charge-backs will be documented and communicated to the vendor in detail. Vendors must respond in writing within thirty (30) days of the charge-back date if there are any questions. Charge-back amounts will be collected as a deduction from the payment for merchandise received according to the net payment terms of the Purchase Order Agreement.

Failure to follow these instructions will serve as your agreement to absorb all of the incremental costs plus applicable processing fees.

Intermix Global Human Rights Code of Conduct

Intermix, LLC is committed to conducting business in an ethical, legal and moral manner in all countries of the world. In view of this, we must insist that your contractors with whom you source be in compliance with laws of their host country as to wage/hour, overtime and legal work age considerations. In addition, the Intermix Business Code of Conduct clearly states our position regarding human rights issues including health and safety, prison or forced labor, physical punishment and discrimination.

The key requirements outlined below for the Intermix Code of Conduct:

1. Reasonable work hours shall be maintained and employees shall be compensated fairly in compliance with local standards and applicable national laws of the country or countries in which business is conducted. Employees shall not be required to work more hours than allowable under applicable law and shall be compensated as appropriate for overtime work. Employees should be permitted reasonable days off (which we define as meaning at least one day off for every seven-day period) and leave periods.
2. Employment shall be maintained on a voluntary basis. We will not accept goods if any manner of forced labor or prison labor is used in the manufacture or in subcontracting the manufacture of such goods.
3. We will not accept products if any manner of illegal child labor is utilized in the manufacture or in subcontracting the manufacture of such products (see below for child labor standards).

It is the desire of Intermix, LLC, to not only be a good citizen of the United States, but also to conduct business in an ethical and moral manner in all of the countries of the world in which we have the privilege to do business.

As the scope and breadth of your sourcing base expands to include more diverse cultures, we must ensure that the business people and companies with which you associate have the same values that we expect from our own employees. To achieve this end Intermix, LLC subscribes, and we endeavor to have our business partners subscribe, to the following principles in conducting business.

Ethical Standards: We endeavor to respect the ethical and moral standards and beliefs of all peoples and cultures with whom you deal. We in turn expect our business partners to respect our rules and procedures.

Legal Requirements: We expect your employees and business partners to abide by the laws of the countries in which they conduct business. We also expect that International law related to the conduct of business between Nations be followed at all times.

Health and Safety: We strive to have a safe and healthy working environment in all the facilities that Intermix, LLC owns and operates. We also expect that any business partners to whom you provide work will endeavor to provide a safe/healthy environment for the employees in the workplace, but also in the living facilities provided to the workers, should such facilities be provided.

Environmental Safekeeping: We understand that the environment in which we live in is ours to maintain and protect. We subscribe to manufacturing practices that ensure the safekeeping of our natural resources and ecological surroundings, and expect our business partners to also adhere to these principles.

Wages and Benefits: The wage and benefit structure of our business partners must comply with the applicable Country or State laws.

Working Hours: We expect our business partners to operate based on prevailing local work hours. Any time worked over the norm for the area should be compensated at the overtime rate as prescribed by the local labor laws and should be worked voluntarily. We encourage our contractors and business partners to provide workers the opportunity for a reasonable amount of time off from their duties to rest and to be with their families.

Child Labor: The use of child labor is not permissible. For a definition of “child”, we will first look to the national laws of the country in which business is being conducted. If, however, the laws of that country do not provide such a definition or if the definition includes individuals below the age of 14, we will define “child”, for purposes of determining use of illegal child labor, as any one who is:

- (a) Less than 14 years of age; or
- (b) Younger than the compulsory age to be in school in the country in which business is being conducted, if that age is higher than 14.

Prison/Forced Labor: We will not knowingly utilize or purchase materials and/or product manufactured by prison or forced labor – indentured, bonded or otherwise. We also do not condone the practice of involuntary employee “deposits”, withholding of identity papers or any other practice that would restrict free movement of employees.

Discrimination: We recognize and are aware that cultural differences will exist between various peoples. However, we do believe that people should be employed based on their ability to perform a needed function; not on the basis of personal beliefs or characteristics.

Freedom of Association: We recognize and respect the right of employees to exercise their lawful rights of free association, including joining or not joining any association. We expect our business partners to also adhere to these principles.

Disciplinary Practices: We will not condone any type of harassment, abuse, and corporal, mental or physical punishment by a business partner or an employee.

Your agreement and acceptance of this document is assurance that all products, which you will source, manufacture and deliver to us, will be produced in full compliance with the requirements set forth above. You understand that we will rely on this assurance in buying products from you.

Indemnification

Supplier hereby indemnifies and holds Intermix LLC, its affiliated companies and their officers, directors, employees and agents (collectively, "the Intermix Parties") harmless from and against any and all claims, costs, losses, accountings, damages and/or liabilities (collectively, a "Claim") including, but not limited to, attorneys' fees and costs and any fees incurred in connection with the reasonable investigation relating to such Claims, arising from any proceeding or action brought or asserted against any of the Intermix Parties to the extent such proceeding or Claim is based on an allegation that the goods, as sold and delivered by Supplier to any of the Intermix Parties, are defective or infringe or allegedly infringe upon any patent, copyright, trademark, trade secret or other intellectual property rights belonging to a third party. Should any of the Intermix Parties be enjoined from using goods furnished by the Supplier because of a Claim by a third-party, Supplier shall, at its own expense, procure the right to continue using the allegedly infringing goods or replace or modify the goods so that they become non-infringing, or at Supplier's option, refund to the Intermix Parties the purchase price of such goods.

The Intermix Parties shall notify Supplier in the event that they are notified of a Claim. The Intermix Parties shall have the sole right to select counsel to defend against the Claim and Supplier shall promptly pay any and all bills associated with a Claim that are issued by counsel for the Intermix Parties. In the event that a Claim is lodged against one of the Intermix Parties and at such time the Intermix Parties owe Supplier money for goods (which are either subject to the Claim or not), the Intermix Parties shall have the right to withhold payment to Supplier to insure Supplier's compliance with this indemnification provision.