



Silver Star Brands, Inc.
Supplier Compliance Package

Corporate Address:
2155 South Oakwood Road
Oshkosh, WI 54906

Effective 07/01/2002; Update 02/27/2025

Miles Kimball®
Since 1935

Walter Drake® *easy Comforts®*

 **Native Remedies®**
THE NATURAL CHOICE

Dream Products®

STARCREST®

Silver Star Brands

2155 South Oakwood Road

Oshkosh, WI 54906

Phone: (920) 231-3800

Executive's Letter to the Supplier

Dear Valued Supplier,

This past year we have seen Supply chains return to more normal conditions after the unpredictability that everyone around the globe was experiencing in previous years. Here in Wisconsin, we continue to see solid progress in our Brands and their competitive position and are enjoying the success of launching Starcrest as part of our family of brands.

I thank you for your support and partnership in helping us to achieve this end.

As always, our Vendor Compliance Manual (VCM) outlines all of our expectations for smooth partnerships with our suppliers. I encourage you to read further and ask questions if you like. It forms the heart of our working relationship and understanding together as partners. It is grounded in the needs of our customers, as we are all here to serve them.

This guide details the requirements of our core brands:

Miles Kimball Walter Drake Easy Comforts Native Remedies Dream Products Starcrest

I would like to highlight a few of the important areas of focus in this manual:

1. **Quality.** It is important that products are produced, packaged and labeled to the agreed upon standard and within all governmental requirements. This includes closeout items.
2. **Shipping documentation.** Packing slips, labeling, SKU information, purchase order number, etc. must be included and accurate, as detailed in the manual.
3. **"On time" delivery-** is rising to the surface as a critical Key Performance Metric. If goods are not delivered to us on time, then backorders and customer order cancellations occur. The costs associated with these activities is becoming enormous- so big that our shipping windows are tightening and chargebacks for late (or early) shipments may be assessed. Please build enough time into your logistics to allow for on-time delivery.
4. **Merchandise Testing** and compliance to governmental regulations and restrictions has become more and more important in our merchandise sourcing process. A prime example of this is our need to conform to Prop 65 regulations. It is critical that our suppliers take an active role in identifying products that require additional testing and labeling according to current regulations. Please pay close attention to these requirements as outlined in pages 8 through 12 in the Vendor Compliance Manual.

We place high value on long term relationships and understand that your performance is invaluable to our mutual success. If there are actions we can take to help you to perform better please contact us to discuss them. Collaboration, trust, mutual respect and understanding are at the heart of our success together.

Thank you for your attention to our VCM guide, and I wish you the best for the remainder of the year and beyond.

Sincerely,

Dave Elliott
Executive Vice President
Silver Star Brands, Inc.



2155 South Oakwood Road, Oshkosh, WI 54906

Ph: (920) 231-3800

Fax: (920) 231-4804

Supplier Compliance Manual Acknowledgement of Receipt

To: Merchandising Manager and Compliance Analyst

Supplier Name: _____

**Please review, sign and return to Silver Star Brands, Inc.
within 30 days and email to compliance@silverstarbrands.com**

**I acknowledge receipt of your Supplier Compliance Manual.
I have reviewed all information and instructions and will forward onto
all appropriate departments and personnel within our company for proper
follow-through and compliance.**

Authorized Signature

Date

Title

Company

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Contact Names and Telephone Numbers

This section has moved to a separate document on our website and can be viewed at: www.silverstarbrands.com/vcm

Silver Star Brands, Inc. Divisions

Silver Star Brands, Inc. has grown into a recognized leader in the catalog retail industry by combining distinctive and unique products with an unparalleled commitment to customer service. This is accomplished through innovative sourcing, creative product development, original product presentation, distinctive personalization, and attention to customization. The Company consists of five divisions.

Easy Comforts

Empowering healthy and independent living by providing product solutions for the challenges of various life stages including mobility, diabetic needs, incontinence, health and wellness and personal care.

Miles Kimball®

An industry leader offering unique, useful, and hard-to-find gadgets, including kitchenware, household, seasonal, food products and personalized gifts.

Walter Drake®

Delivering functional and value priced items for all ages including kitchen, household, health and wellness, personalized gifts and stationery.

Native Remedies®

Our mission is to inspire more people to embrace a natural approach to complete family wellness. As the market-leading brand of natural remedies, we ensure the highest level of quality, safety, and effectiveness. Over half a million customers worldwide have achieved fast-acting relief with our homeopathic remedies and used our herbal supplements to support long-term health.

Dream Products

We carry innovative products from a wide variety of categories to help make daily life easier and a great assortment of gift giving items as well.

Starcrest®

Specializing in affordable and innovative solutions to help customers throughout the day from home helpers, to anti-aging skin care products, clothing and accessories, as well as unique kitchen gadgets and outdoor items.

Backorders and Substitutions

Under federal regulations governing catalog backorders, a customer's order must be fulfilled by the date given to the customer at the time the order was placed. This makes your shipping commitment to us critical. If we cannot ship on the date we have committed to, in accordance with FTC regulation (435.1) we are required to cancel the order after 60 days.

Backorders will only be acceptable with the authorization of the Silver Star Brands, Inc. Planner approval. If the Supplier can only supply a partial of the purchase order at the time needed, Silver Star Brands, Inc. reserves the right to cancel or refuse the balance without penalty.

Unauthorized supplier substitutions will not be accepted and the Supplier will be charged back for all substitutions and all freight expenses involved.

Financial Commitments

Financial commitments can only be authorized by the Planner or with an official PO.

Cancellation or Termination of Purchase Orders

Silver Star Brands, Inc. reserves the right to cancel any purchase order, in part or in whole, without liability to Silver Star Brands, Inc. Purchaser may cancel the purchase order if there is any defect in workmanship, questionable quality of the goods, inadequate packaging, improper labeling, if there is a breach of the Supplier's warranty, delay in delivery instructions or non-compliance with our terms. This includes, but is not limited to, issuance of annual liability certificates and any changes or defaults of our requirements regarding conflict minerals and compliant labor.

Cancellation of Silver Star Brands, Inc. exclusive merchandise will be negotiated in good faith.

Note: Scheduled and unscheduled audits will be conducted to ensure compliance.

Certificate of General Liability Insurance

Silver Star Brands, Inc. requires all Suppliers to submit a current certificate of Commercial General Liability **Insurance with a minimum of one million dollars liability for combined single limit per occurrence.**

Silver Star Brands, Inc. must be named as an additional insured on the supplier's policy.

The full corporate name of the supplier should be listed on the certificate of insurance. Please reference all additional business styles and alias names on the certificate for easy identification.

Certificates are to be sent to the following address:

Silver Star Brands, Inc - Insurance

2155 South Oakwood Road

Oshkosh, WI 54906

Fax Number: 920-231-4804 or Email: compliance@silverstarbrands.com

If you do not carry insurance, please contact the Buyer at once.

Country of Origin

United States Customs requires all merchandise imported into the United States to be permanently and indelibly marked with the country of origin. Merchandise sold to Silver Star Brands, Inc. must comply with these requirements.

Each individual piece must be marked with the country of origin. Marking the individual box is not acceptable.

Fitness and Conformance of Goods

The supplier warrants that all goods and services provided to Silver Star Brands, Inc. shall be of good quality and workmanship and free from defects in material or workmanship. Merchandise shall conform to all specifications, performance standards, drawings, and samples or descriptions specified by Silver Star Brands, Inc. Merchandise shall be safe and suitable for the purposes it was purchased for and shall be free from any third-party claim.

All products are subject to random inspection by Silver Star Brands, Inc. and the agents working on behalf of Silver Star Brands, Inc. If Silver Star Brands, Inc. specifications or quality standards have not been met, merchandise will be returned at the Supplier's expense for replacement, refund, or refurbishing.

Modification to Product After Photography

It is imperative for the mail order business that all products presented in the catalog be a true representation of the actual product shipped. ANY AND ALL modifications, improvements, changes in appearance and/or size, MUST be communicated to the Silver Star Brands, Inc. Buyer. We reserve the right to return all products shipped that does not match what is shown in our catalog at the suppliers' cost.

Intellectual Property Infringement

It is assumed that the products purchased by Silver Star Brands, Inc. are purchased in good faith, are of legal standing, and are available to Silver Star Brands, Inc. on a legitimate basis. It is the Supplier's responsibility to ensure that a product DOES NOT infringe upon intellectual property agreements already existing. This includes trademark, patent, copyright, industrial design, and trade secret issues.

As a Silver Star Brands, Inc. supplier, you will hold Silver Star Brands, Inc. harmless and will defend Silver Star Brands, Inc. in the event of any action.

Sample Shipping Costs

Silver Star will cover the cost of shipping the sample to the buyer that has requested it. If the buyer decides to move forward with the item and place a purchase order, that cost will then be deducted from the first purchase order as a reimbursement.

Merchandise Testing

Silver Star Brands, Inc. reserves the right to require Suppliers to test certain products for safety, flammability, and governmental restrictions. The Buyer will notify the Supplier if testing is necessary.

It is the supplier's responsibility to cover the cost of any testing that is required by US law to be done on a product.

Included in that list are the following:

- Furniture, as determined by the Buyer.
- All children's products. Toys must conform to toy safety regulations, the CPSC, and ASTM F963-96A for toys. In addition, flammability requirements in accordance to 16CFR1500.44 and 16CFR1610 for stuffed. Annual testing is required.
- Food ware.
- Ceramic ware.
- Candles & candle accessories.

If you have your own established laboratory, we require a copy of the report to be on file at the Silver Star Brands, Inc. If you do not have your own laboratory, we prefer you use MERCHANDISE TESTING LABORATORIES (MTL), as we have established a relationship with them.

MTL is a global testing source with offices around the world. Their offices are located at the following addresses or go to: www.mtl-acts.com

Location	Address	Contract Information
United States	Bureau Veritas Consumer Products Services, Inc. 244 Liberty Street Brockton, MA 02301 USA	TEL: 508-894-8000 FAX: 508-580-2669
Hong Kong	Bureau Veritas Consumer Products Services (HK) Limited Unit 19, 13/F, Vanta Industrial Centre 21-33 Tai Lin Pai Road Kwai Chung, N.T., Hong Kong	TEL: (852)-2-418-1222 FAX: (852) 2485-1125
Taiwan	Bureau Veritas Consumer Products Services (HK) Limited, Taiwan Branch The AETNA Tower 2F, No. 27, Chung Cheng E. Road, Sec. 2 Tamshui, Taipei Hsien Taiwan	TEL: 886-2-8809-2200 FAX: 886-2-8809-1200
Philippines	Bureau Veritas Consumer Products Services Philippines Inc. 8439 S. Super Hi-way West, Marcelo Green Village Parana Que, M. Manila, Philippines	TEL: 632-824-2825 TEL: 632-821-7977
Indonesia	PT. Bureau Veritas Consumer Products Services Indonesia Jl. Cideng Timur No. 38, Gedung KKM, 2nd Floor Jakarta Pusat 10130, Indonesia	TEL: 021-634-8877 FAX: 021-634-8838
China	Shanghai SIC-MTL Testing Co. Ltd. No. 66, Guanghai Road Zhuanqiao Town, Minhang Shanghai, China. Post Code: 201108	TEL: 86-216-489-0245 FAX: 86-216-489-0042
Italy	Merchandise Testing Laboratories Italy Srl Via Europa N. 28 22060 Cabiato (CO) Italy	TEL: 39-031-768-403 FAX: 39-031-756-106

Child Safety Protection Act (CPSA)

On February 15, 1995, the Consumer Product Safety Commission issued a ruling implementing the Child Safety Protection Act (CPSA). This act requires choking hazard warnings on certain toys and games containing small parts, marbles, small balls, and balloons.

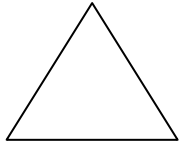
1. The CPSA designates labeling statements for balloons, small balls, and marbles intended for children 3 years and older and for toys and games which contain such items.

2. The law also requires labeling for toys and games that contains small parts and that are intended for children at least 3 years of age but not older than 6.
3. In addition, small balls with a diameter less than 1.75 inches are banned for children under 3 years of age.

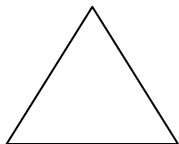
Warning labels must be placed on the principal display panel and any descriptive material accompanying the product. Manufacturers must affix or supply to the retailer display cards with the appropriate statement.

Products that contain multiple hazards, such as small parts, small balls, and/or marbles can contain combined labeling or several labels, one for each hazard.

Examples of 2 types of warnings:



WARNING:
CHOKING HAZARD-This toy contains small parts Not intended for children under 3 years of age.



WARNING:
CHOKING HAZARD-This toy/game contains small parts and small balls. Not for children under 3 years.

Please contact the Consumer Protection Safety Commission for full details of this law by calling 1- 800-638-2772 or visiting their web site at www.cpsc.gov.com.

There are restrictions on the size, font and placement of these warnings. If you have questions contact the CPSC.

Fiber Identification

All textile products must be labeled with the following:

- Country of origin.
- Fiber content: Generic name and percentages of fiber by weight.
- Maker identification: Name of manufacturer, seller, or RN number.
- Care label.

Fibers are to be listed in order of predominance by weight. Fibers, which amount to less than 5% of the total weight, may be listed as “Other Fibers” unless they add a functional feature to the product.

The Registered Identification Number (RIN) issued by the Federal Trade Commission is an acceptable alternative to using the manufacturers or sellers full name. Please discuss with your Buyer to determine what type of labeling should be used.


The label must be written in English and be located in one of three areas:

- On garments: Located at the center of the neck or adjust to the brand label in the neck.
- On garment without a neck-in a conspicuous and accessible place.
- On packaged products: On package as well, unless label can be seen through the package.

California Proposition 65


The California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65) requires companies to provide a warning before knowingly exposing anyone to any of the 900+ chemicals listed now or in the future at <https://www.p65warnings.ca.gov/chemicals>. Recent amendments to the law clarify the content of warnings deemed compliant with Prop 65 and require manufacturers and suppliers to notify retailers of listed chemicals in their products or product packaging and to supply the requisite warnings.

If a product can expose a consumer to one or more listed chemicals, written warnings must include: identification of one Prop 65 listed chemical for each applicable type of risk caused by the exposure (i.e., cancer, birth defects/reproductive harm);

a pictogram of a yellow triangle with an exclamation point inside (); and

language that the product "can expose" a person to cancer, birth defects/reproductive harm, or both.

The regulations are very specific regarding allowable warnings. Below is an example of the warning for a chemical that causes both cancer and birth defects or other reproductive harm:

 **WARNING:** 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.

The full list of allowable warnings is set forth at Title 27, California Code of Regulations § 25600, et seq. Sellers must agree to notify Silver Star Brands, in writing, of any Goods or packaging that contains any chemicals listed by the State of California pursuant to Proposition 65 that is not exempt from the warning requirement under Section 25249.10, and such notice shall include: the product item number; the product name; the listed chemical(s); and the warning statement that Seller is required to provide before selling such Goods. Any change in the composition of Goods or Packaging must be pre-approved by Silver Star Brands prior to shipment.

Seller must agree to defend (with counsel chosen by Silver Star Brands), indemnify, and hold harmless Silver Star Brands and all related entities against any claims, demands, notices, lawsuits, threatened lawsuits, penalties, damages, losses, or liabilities related to or arising out of the actual or alleged failure of any products supplied, directly or indirectly, by Seller to comply with Proposition 65.

For additional information on this regulation go to <http://www.oehha.ca.gov/prop65.html>

Ceramics, Glassware, and Lead Crystal

The Food and Drug Administration (FDA) and several states regulate the levels of lead and cadmium in ceramics, glassware, and lead crystal products.

Silver Star Brands, Inc. requires that all ceramics, glassware, and lead crystal pass FDA acceptable limits for lead and cadmium. Testing results may be required prior to appearing in our catalog.

All glazed ceramic ware, flatware, or enameled metal ware that is used with food must be permanently and indelibly marked with a manufacturer's or the distributor's name. In addition, imported items must be marked with country of origin.

Seasonal and Decorative Lighting Products Warning Label

This Act provides that on each seasonal and decorative lighting product manufactured, sold or delivered by a manufacturer or distributed within the state of New York that contains an electrical cord casing with more than 100ppm lead, shall have a warning label attached or printed on the product.

- Seasonal and decorative lighting product shall mean portable, plug-connected, temporary-use lighting products and accessories that have a nominal 120-volt input voltage rating.

- Lighting products within the scope are factory-assembled with push-in, midget or miniature screw base lamp holders connected in series or parallel, directly across the 120-volt input.
- Such lighting products include, but are not limited to lighted decorative outfits such as wired holiday string lights, pre-lit artificial Christmas trees, plants, flowers or wreaths, stockings, stars, candles and light sculptures.
- The warning label shall contain the following statement:

"WARNING: HANDLING THE COATED ELECTRICAL WIRE OF THIS PRODUCT MAY EXPOSE YOU TO LEAD. WASH HANDS THOROUGHLY AFTER USE."

Stuffed Toy Products

The states of Maryland, Pennsylvania, Massachusetts, Ohio, and Maine require all manufacturers selling Silver Star Brands, Inc. stuffed toy products to register and comply with the rules that govern their state policies.

Toy testing and the corresponding paperwork must be on file with Silver Star Brands, Inc. prior to the item appearing in our catalog.

Product must be labeled with the following:

- Name and address of company or responsible party.
- Registry number.
- Country of origin.
- Filing content.
- "ALL NEW MATERIAL."

Please contact the appropriate state for further labeling instructions.

Underwriters Laboratories (UL) Listed Product

All electrical products that are pictured in Silver Star Brands, Inc., catalogs must be 100% Underwriters Laboratories Listed (UL-Listed). Partially UL-listed products and UL Listed component parts are not acceptable.

Lamps where all parts are UL-listed but the lamp itself is not, will require further testing. If Silver Star Brands, Inc. receives any non-UL-Listed merchandise, it will be returned to the Supplier at the Supplier's expense for full credit. Supplier may also be charged for lost sales due to the inability of Silver Star Brands, Inc. to ship the non-compliant merchandise to the customer.

A copy of the UL-Certificate or the UL-Listed number must be on file with Silver Star Brands, Inc., for every electrical item that is pictured in a catalog before orders will be issued.

No other laboratory's certificates are acceptable at this time.

Code of Security Compliance

Silver Star Brands, Inc., has adopted this Code of Security (this "Code") as part of its efforts to enhance supply-chain security of merchandise ordered by Silver Star Brands, Inc. principals (the "Principals"). The measures listed below represent basic security features that should be present at each manufacturing facility producing merchandise ordered by the Principals ("Factory"). Silver Star Brands, Inc. will monitor each Factory for its compliance with these measures and requires the Factory to maintain at least one year of records to prove compliance.

As supply-chain security is a developing area, Silver Star Brands, Inc. expects that these measures will

evolve over time. Further, Silver Star Brands, Inc. expects certain principals will require security measures that will supplement those listed below:

Physical Security: All buildings should be constructed of materials, which resist unlawful entry and protect against outside intrusion. Physical security should include:

- Adequate locking devices for external and internal doors, windows, gates, and fences. Segregation and marking of international, domestic, high-value, and dangerous goods cargo within the warehouse by a safe, caged, or otherwise fenced-in area.
- Adequate lighting provided inside and outside the facility to include parking areas.
- Separate parking area for private vehicles separate from the shipping, loading dock, and cargo areas.
- Having internal/external communications systems in place to contact internal security personnel or local law enforcement police.

Access Controls: Unauthorized access to the shipping, loading dock and cargo areas should be prohibited. Controls should include:

- The positive identification of all employees, visitors and suppliers.
- Procedures for challenging unauthorized/unidentified persons.

Procedural Security: Measures for the handling of incoming and outgoing goods should include the protection against the introduction, exchange, or loss of any legal or illegal material. Security controls should include:

- Having a designated security officer to supervise the introduction/removal of cargo. Properly marked, weighed, counted, and documented products.
- Procedures for verifying seals on containers, trailers, and railcars. Procedures for detecting and reporting shortages and overages.
- Procedures for tracking the timely movement of incoming and outgoing goods. Proper storage of empty and full containers to prevent unauthorized access.
- Procedures to notify Customs and other law enforcement agencies in cases where anomalies or illegal activities are detected or suspected by the company.

Personnel Security: Companies should conduct employment screening and interviewing of prospective employees to include periodic background checks and application verifications.

Education and Training Awareness: A security awareness program should be provided to employees including recognizing internal conspiracies, maintaining product integrity, and determining and addressing unauthorized access. These programs should encourage active employee participation in security controls.

Code of Conduct for Suppliers

This Silver Star Brands, Inc. Code of Conduct (“Code of Conduct”) outlines the basic requirements concerning working conditions that must be satisfied by all suppliers (“Suppliers”) to principals of Silver Star Brands, Inc. Silver Star Brands, Inc. and its principals are free to supplement these requirements at any time.

Child Labor

Suppliers shall not use child labor. “Child” is defined as a person who is not older than the local age for completing compulsory education but in no event is less than 15 years of age. Suppliers must verify the age of their workers and maintain copies of their workers’ proof of age. Suppliers must follow all applicable laws and regulations regarding working hours and conditions for minors

Involuntary Labor

Supplier shall not use involuntary labor. “Involuntary Labor” is defined as work or service which is

extracted from any person under threat or penalty for its non-performance and for which the worker does not offer himself or herself voluntarily, and includes all manner of prison, bonded, indentured and forced labor. Additionally, Supplier agrees to comply with all United States, and local, laws regarding slavery and human trafficking.

Disciplinary Practices

Suppliers shall not use corporal punishment or any other form of physical or psychological coercion or intimidation against workers.

Non-discrimination

Suppliers shall employ workers solely on the basis of their ability to do the job, and shall not discriminate on the basis of age, gender, racial characteristics, maternity or marital status, nationality or cultural, religious or personal beliefs or otherwise in relation to hiring, wages, benefits, termination or retirement.

Health and Safety

Suppliers shall maintain a clean, safe and healthy workplace in compliance with all applicable laws and regulations. Suppliers shall ensure that workers have access to clean drinking water, sanitary washing facilities and an adequate number of toilets, fire-extinguishers, and fire exits and that workplaces provide adequate lighting and ventilation. Suppliers shall ensure that the aforementioned standards are also met in any canteen and/or dormitory which is provided for workers.

Environmental Protection

Suppliers shall comply with all applicable laws and regulations in respect of protecting the environment and maintain procedures for notifying local authorities in the event of an environmental accident resulting from Suppliers' operations.

Wages and Benefits

Suppliers shall provide wages and benefits that comply with all applicable laws and regulations or match the prevailing local manufacturing or industry rates, whichever is higher. Overtime pay shall be calculated at the legally required rate, regardless of whether workers are compensated hourly or by piece rate.

Working Hours

Suppliers shall not require workers to work, including overtime, more than 60 hours per week or more than any maximum number of hours per week established by applicable laws and regulations, whichever is less. Suppliers shall guarantee that workers receive at least one day off during each seven-day period.

Freedom of Association

Suppliers shall respect the right of workers to associate, organize and bargain collectively in a legal and peaceful manner.

Familiarization and Display of This Code of Conduct

Suppliers shall familiarize workers with this Code of Conduct and display this Code of Conduct, translated in the local language, at each of their facilities in a place readily visible and accessible to workers.

Legal Requirements

Suppliers shall comply with all legal requirements applicable to the conduct of their businesses, including those set out above.

Contractors and Suppliers

Suppliers shall ensure that their contractors and suppliers adhere to this Code of Conduct.

Monitoring of Compliance

Suppliers authorize Silver Star Brands, Inc. and its principals to conduct scheduled and unscheduled inspections of Suppliers' facilities for the purpose of ensuring compliance with this Code of Conduct. During these inspections, Silver Star Brands, Inc. and its principals shall have the right to review all employee-related books and records maintained by Suppliers and to interview workers.

Corrective Action

When violations are found, Silver Star Brands, Inc. and the Supplier concerned will agree on a corrective action plan that eliminates the problem in a timely manner. If it is determined that a Supplier is knowingly and/or repeatedly in violation of this Code of Conduct, Silver Star Brands, Inc. and its principals shall take appropriate corrective action, which may include cancellation of orders and/or termination of business with the Supplier in question.

Silver Star Brands Conflict Minerals Policy

The Dodd-Frank Act of 2010 mandated that the United States Securities and Exchange Commission issue a rule requiring companies to disclose whether they source certain minerals -- tin, tantalum, tungsten and gold -- from Central Africa (the Democratic Republic of Congo and adjoining countries) to dissuade industries from purchasing minerals that had been mined under conditions of violence and armed conflict.

Silver Star Brands supports this social responsibility initiative as part of our corporate culture. The Company does not directly source conflict minerals from mines, smelters or refiners, and is usually several levels removed from these market participants. We therefore require the cooperation of our suppliers in the implementation of this policy and in enabling the Company to meet its SEC compliance obligations. We expect our suppliers to commit to the same values and will make our selection accordingly.

We have developed a questionnaire adapted to our particular needs from a questionnaire developed by the Electronic Industry Citizenship Coalition, Incorporated (EICC) and Global e-Sustainability Initiative (GeSI), in order to comply with the SEC Conflict Mineral rules. We request our suppliers to disclose the sources of Conflict Minerals used in their products.

We will continue to evaluate our policies in light of evolving practices.

Conflict Minerals

"Conflict Minerals" are (a) columbite-tantalite (coltan), cassiterite, gold, wolframite, or (b) tantalum metal, tin metal and tungsten derived from those minerals, or (c) any other minerals or their derivatives determined at any time by the U.S. Secretary of State to be financing conflict in the Democratic Republic of the Congo or any country sharing an internationally recognized border with the Democratic Republic of the Congo (collectively, "Covered Countries"). "Recycled Metals" is defined herein as reclaimed end-user or post-consumer products, or scrap processed metals created during product manufacturing, which includes excess, obsolete, defective and scrap metal materials that contain refined or processed metals that are appropriate to recycle in the production of tin, tantalum, tungsten and/or gold, and which does not include minerals partially processed, unprocessed or a bi-product from another ore.

An "Armed Group" is defined herein as an armed group that is identified as a perpetrator of serious human rights abuses in annual Country Reports on Human Rights Practices under Sections 116(d) and 502B(b) of the Foreign Assistance Act of 1961 (22 U.S.C. 2151n(d) and 2304(b)) relating to the Covered Countries.

A. If any of the Products provided pursuant to this Purchase Order contain or are constituted of Conflict Minerals, Supplier must exercise due diligence on the source of the Conflict Minerals and make the due diligence information available to Silver Star Brands and ensure that

1. the Conflict Minerals did not originate from the Covered Countries;
2. the Conflict Minerals are from Recycled Metals; or
3. if the Conflict Minerals were sourced from the Covered Countries, they did not directly or indirectly finance or benefit Armed Groups in the Covered Countries.

By providing any Products that contain or are constituted of any Conflict Minerals pursuant to any Silver Star Brands Purchase Order, Seller is certifying that the Conflict Minerals in the Products satisfy the requirements of items 1, 2 and 3 above.

C. If any of the Products provided pursuant to any Silver Star Brands Purchase Order contain or are constituted of any Conflict Minerals, Seller, before providing those Products to Silver Star Brands, shall notify Silver Star Brands in writing that those Products contain the Conflict Minerals and shall provide Silver Star Brands with:

1. the type of minerals;
2. written proof to the satisfaction of Silver Star Brands (which may include, without limitation, a description of Supplier's efforts to determine the source of the Conflict Minerals and the evidence of the origins of the Conflict Minerals) that the Conflict Minerals have not originated from any of the Covered Countries, that the Conflict Minerals are from Recycled Metals or that if the Conflict Minerals were sourced from the Covered Countries, the Conflict Minerals did not directly or indirectly finance or benefit Armed Groups in the Covered Countries; and
2. the full legal name(s) and location(s) of the mine(s), smelter(s) and/or refiner(s) of such Conflict Minerals.
- D. If any changes to suppliers, formulations or otherwise cause any written proof, representations or other information provided to Silver Star Brands related hereto to no longer be accurate, Supplier shall notify Silver Star Brands in writing of any such changes prior to any such changes going into effect.
- E. Supplier will procure written documentation to demonstrate its due diligence under Section B and the accuracy of the information provided pursuant to Section C and any changes covered by Section D.

Purchase Orders



2155 S Oakwood Rd
Oshkosh, Wisconsin
54906 U.S.A.

Phone: 920-231-3800
Fax: 920-231-4804

VENDOR FAX NO.

Wisconsin Seller's
Permit No.
456-000340885-03

PURCHASE ORDER #
PRCH-001312771

DATE
10/18/22

TERMS
N1

SHIP VIA
See Below

F.O.B. POINT

DELIVERY DATE
12/5/22

VENDOR:
SILVER STAR BRANDS, INC.
2155 S OAKWOOD RD
OSHKOSH, WI 54906

VENDOR NO: 000203063
FAX PO COPY TO:

SHIP TO ADDRESS:
Silver Star Brands Operations Center
2155 South Oakwood Road
OSHKOSH, WI 54906

CONTACT: Amie Brownfield

MANUFACTURERS ITEM NUMBER	QTY. ORDERED	UNIT OF MEASURE	DESCRIPTION OF PRODUCT	SILVER STAR BRANDS ITEM NUMBER (SKU)	DELIVERY DATE	UNIT PRICE	EXTENDED AMOUNT
HNSR	24	ea	Scar Remover 15ml UPC: 840853165132	354504	12/5/22	\$3.9500	\$94.80
SAMPLE ONLY							
<p>PO COMMENTS:</p> <p>CONTACT CHANGE: Please reply to purchasing@silverstarbrands.com to confirm this PO. If there are discrepancies that need to be addressed (delivery, pricing, quantities, etc.) these need to be addressed PRIOR to shipment. If the PO is accepted as written, still reply to purchasing@silverstarbrands.com as "confirmed".</p> <p>ONCE SHIPPED: Email invoices to apinvoic@silverstarbrands.com. There is no need to copy anyone else when sending DOMESTIC invoices.</p>							

Purchase Order Total: \$94.80

REVISED - DO NOT DUPLICATE

CONFIRMATION OF FAX/PHONE/JOR VERBAL ORDER - DO NOT DUPLICATE

* Packing list must accompany shipment on marked carton.

* Acceptance expressly limited to terms and conditions front and back of this order.

* Domestic Freight over 2000 lbs. requires advance notice. Fax information to: 1-920-232-6325.

* Copies of invoices can be mailed to: Accounts Payable, PO Box 3635, Oshkosh, WI 54903-3635 or emailed to APinvoic@silverstarbrands.com.

* Purchase Order Number must appear on all cartons. Failure to mark cartons correctly will result in a deduction from invoice.

* Copy of Bill of lading enclosed by carrier must accompany invoice.

Page 1 of 2

For vendor compliance instructions
go to www.silverstarbrands.com/vcm

www.mileskimball.com www.wdrake.com www.exposuresonline.com www.dreamproducts.com www.sssycomforts.com www.starcrest.com

Silver Star Brands, Inc. Purchase Order field description

1. Purchase order number – must reveal all numeric places
2. Purchase order date.
3. Terms of purchase order.
4. Shipping method.
5. F.O.B. point.
6. Delivery Date;
 - Domestic shipments: Due date to the Silver Star Brands, Inc. warehouse.
 - International shipments: Ship date from port
7. Supplier/factory address.
8. 4 to 6 digit Supplier number.
9. “Ship To” location.
10. Authorization contact name.
11. Supplier item number.
12. Quantity ordered.
13. Unit of measure as ordered; i.e., each, sets, bulk, etc.
14. Silver Star Brands, Inc. product description.
15. Silver Star Brands, Inc. SKU number.
16. Specific SKU required date due at the Silver Star Brands, Inc. warehouse.
17. Cost per sales unit.
18. Total cost per SKU number.
19. Special instructions or shipping information.

Reverse Side of ALL Silver Star Brands, Inc. Purchase Order(s)

THIS ORDER IS SUBJECT TO THE CONDITIONS BELOW

1. All goods, services or other real or intellectual property purchase pursuant to this purchase order (hereinafter referred to as "Goods") becomes the property of Buyer upon acceptance and unless otherwise indicated on the front of this purchase order, Buyer has the unrestricted right to use, reproduce, distribute, assign or transfer the Goods, throughout the world, in any manner whatsoever, without name credit. The Goods shall be to the Buyer's satisfaction and are subject to Buyer's approval. Seller bears all risks of loss or damage to the Goods until the Buyer has accepted delivery of the Goods. Buyer shall be entitled to return, at Seller's expense, any goods, which Buyer deems unsatisfactory. It is agreed that the time of completion and the delivery of the Goods is of the essence and that Buyer may, at its election, cancel this order or any part hereof if it is not fulfilled within the time specified or, if no time is specified, within a reasonable time.
2. If indicated on the front of this purchase order, all artwork, drawings, sketches, writings, photographs, ideas, concepts and other property constituting or related to the Goods which are the subject matter of this purchase order, including all copies thereof, shall become and remain the property of the Buyer and, unless otherwise specifically set forth herein, shall be considered specially ordered for the Buyer as a "work made for hire" or, if for any reason held not to be a "work made for hire". Seller assigns all its right, title, and interest in the said Goods, without limitation, including copyright, to Buyer. Buyer shall own all right, title, and interest in the Goods, or any other work or material or property produced, developed, or fabricated for use in the performance of this agreement, and Seller agrees to execute any documents necessary to perfect the transfer of such title. Seller waives in favor of Buyer any and all moral rights it may have in the Goods, now and in the future. Buyer's rights in the Goods include, but are not limited to: (a) the unrestricted and exclusive reproductive rights throughout the world, without name credit, for advertising, trade, or art purposes or any other lawful purpose, (b) the exclusive right throughout the world to protect the Goods by copyright(s), patent(s) or trademark(s) in Buyer's name and for its benefit, including the right to secure extensions and renewals of such copyright(s), patent(s), or trademark(s) in Buyer's name and for its benefit, (c) the right to alter, retouch or crop the Goods in any way, (d) the right to license, distribute, assign or transfer any right, title, interest or copyright in the Goods or otherwise dispose of the Goods or any portion thereof for any purpose and in any manner and (e) all subsidiary rights.
3. Buyer may cancel this order without cause at any time prior to the acceptance of any Goods, upon written notice to Seller and pay only the verified direct costs incurred by Seller in the performance of its obligations prior to such cancellation, provided, however, that the total amount of such costs shall not exceed the price specified on the reverse side of this order. Acceptance of all or any part of the Goods shall not be deemed to be a waiver of Buyer's right either to cancel or to return all or any portion of the Goods due to their failure to conform to any order, or due to defects, latent or patent, or other breach of warranty, or to make any claim for damages, including manufacturing cost and loss of profits or other special damages occasioned the Buyer. Such rights shall be in addition to any other remedies provided by law.
4. Seller warrants that it has obtained valid and adequate releases necessary for the unrestricted use of the Goods for advertising or trade purposes throughout the United States, its possessions and Canada, including model and property releases relating to the Goods and releases from any persons whose name, voices or likenesses are incorporated or used in the Goods and will provide copies of these to the Buyer on request.
5. Seller acknowledges and agrees that the details of this transaction and all information supplied by the Buyer for Seller's performance hereunder is proprietary and shall be kept in strict confidence. This order or any sums payable hereunder may not be assigned by Seller without the prior written consent of Buyer.
6. Seller hereby expressly represents and warrants that, (a) all applicable Federal, State and Provincial laws, rules, regulations and requirements in the United States and Canada, that directly or indirectly regulate or affect the sale, material, delivery, or service called for by the Buyer have been complied with including all safety, health, food and drug and packaging and labeling requirements, (b) Seller is free and has full right to enter into this agreement and perform all of its obligations hereunder, (c) the Goods may be used, reproduced, or sold for advertising or trade purposes without violating any laws or the rights of any third parties, (d) no third party has any rights in, to, or arising out of or in connection with the Goods, including without limitation any claims for fees, royalties or other payments, (e) the Goods supplied by it are merchantable quality fit for their purpose and satisfactory for consumer use. (f) the manufacturing of the product(s) and the sourcing of all materials incorporated in the product(s) which are the subject of this purchase order comply with United States, as well as all local laws, regarding slavery and human trafficking.
7. Seller agrees to notify Silver Star Brands, in writing, of any Goods or packaging that contains any chemicals listed by the State of California pursuant to Proposition 65 that is not exempt from the warning requirement under Section 25249.10, and such notice shall include: the product item number; the product name; the listed chemical(s); and the warning statement that Seller is required to provide before selling such Goods. Any change in the composition of Goods or Packaging must be pre-approved by Silver Star Brands prior to shipment. An updated list of Proposition 65 listed chemicals can be reviewed at <http://oehha.ca.gov/proposition-65/proposition-65-list>. Seller agrees to defend (with counsel chosen by Silver Star Brands), indemnify, and hold harmless Silver Star Brands and all related entities against any claims, demands, notices, lawsuits, threatened lawsuits, penalties, damages, losses, or liabilities related to or arising out of the actual or alleged failure of any products supplied, directly or indirectly, by Seller to comply with Proposition 65.
8. Sellers of electrical equipment for distribution in Canada must strictly comply with the regulations of the Canadian Standards Association (CSA). All applicable Goods must have CSA approval and have the required CSA stamp. Sellers of electrical equipment for distribution in the United States of America must strictly comply with the regulations of the Underwriters Laboratory (UL) and all applicable Goods must have UL approval and bear the required UL stamp.
9. Goods are purchased with the understanding that the Seller is familiar with and its prices are in accordance with the laws of the United States of America and Canada as applicable. Seller agrees to hold the Buyer harmless for any losses, fines, expenses or penalties imposed upon or suffered by the Buyer as a result of Seller's failure to comply with such laws or Seller's failure to comply with each country's applicable custom regulations. Seller will also supply accurate country of origin data on the Goods themselves.
10. Seller agrees to indemnify and hold harmless Buyer, its parents, subsidiary and related companies, and the officers, directors, agents, and employees thereof and those acting for or on its behalf, from and against any and all loss, claims, damages, expenses or liabilities of any kind including court costs and reasonable attorney's fees, resulting from or in any way, directly or indirectly, connected with (a) the performance or non-performance of this order by Seller, (b) the use by any person, or reproduction in any manner whatsoever for any purpose, including for advertising or trade purposes, of the Goods or any part thereof, (c) any breach or alleged breach of any Seller's agreements or representations and warranties, expressed or implied between the parties herein. These obligations shall survive acceptance of the Goods and payment therefore by the Buyer.
11. Invoices for Seller's Goods will be paid within the time specified on the front of this purchase order or at such time as Buyer is in receipt of satisfactory Goods, requested releases, and invoices, as herein above described whichever is later. Buyer shall be solely liable for any payments due under this order. Payment for any Goods shall not constitute acceptance.
12. All applicable taxes, including but not limited to sales tax, if any, must be computed and added to Seller's invoice covering the Goods. All charges shown on Seller's invoice must be included in making such computation.
13. This order shall be construed pursuant to the laws of the State of Wisconsin applicable contracts made and performed therein.
14. The term and conditions set forth herein constitute the entire agreement between the parties with respect to the Goods, and no waiver, modification or addition to this agreement shall be valid unless in writing and signed by the parties hereto. No departure or waiver of a term of the agreement shall be deemed to be a departure or waiver of the other terms nor shall it be deemed to authorize any prior or subsequent departure or waiver.
15. Seller's shipment of the Goods in whole or in part will indicate Seller's agreement to all of the terms and conditions herein.
16. Online Product Placement: All items will be available for purchase on Silver Star Brands' websites and third party marketplaces. To ensure maximum sales, all items will be marketed on marketplaces, including but not limited to, Amazon, eBay, Sears, Wal Mart, and Jet. To ensure maximum visibility, advertising will be conducted via, but not limited to, Google AdWords, Google Product Listing Ads (PLAs) and comparison shopping engines. Vendor MAP pricing will be honored when agreed upon before the Purchase Order is issue.

No packing or other charges that are not specifically stated in this order will be allowed.
Price is not to be higher than last charged or quoted, unless pre-approved by Buyer in writing.
If order cannot be filled as specified, please advise immediately.

Pricing

Orders are to be filled at the price agreed upon as stated on the purchase order. **These prices shall be deemed valid for one full year.** Any changes in pricing require 90 days' notice before effective date and the approval of the Buyer in writing. Annual price updates effective January 1 are due to Buyers no later than October 1.

Advertising Allowance

To help defray the high cost of catalog production, suppliers will have a one-time deduction on the first invoice for each new product placement. Amount requested will be specified on the new product information agreement.

Quota

Quota on textile items is to be provided by our Suppliers. Export quota is to be included in the unit price on the invoice.

Remedies Limitation

Silver Star Brands, Inc. shall not be liable to the Supplier for any amount in excess of the actual purchase order cost less applicable discounts and allowances. No interest or other charges shall be recognized or paid by Silver Star Brands, Inc.

The following remedies are available to Silver Star Brands, Inc. but are not limited to:

- a. At the Supplier's expense Silver Star Brands, Inc. may return any goods that are not ordered, do not comply with the purchase order, or are shipped late.
- b. Supplier will agree to refund the full purchase price and to accept the return and its expense.
- c. Supplier shall pay to Silver Star Brands, Inc. all incidental and consequential damages suffered by Silver Star Brands, Inc. as a result of a return of merchandise to the Supplier and/or goods not delivered by the Supplier.
- d. Supplier shall pay a handling charge with respect to any merchandise that is received as an over shipment, not ordered, is a Supplier substitution, is defective, or deviates from order dates.

Carton Requirements and Labeling

Packaging Requirements

Carton Labels: Each carton label is to be placed neatly and squarely on the carton. The adhesive of the label should be strong enough to withstand multiple scans and handling.

Cartons Seals: Each master carton is to be sealed with tape that is 2-3 inches wide. The use of staples to seal a carton is prohibited.

Doors and Drawers: All swinging/opening parts must be secured prior to shipment. Wrap doors, drawers, pulls, and hinges with poly foam wrap prior to shipment.

Hardware: Hardware that is provided with the product must be poly-bagged together and taped to the bottom or the back of the item or taped to the inside of a drawer. Instructions for assembly must also be included in this package.

Large items: Items that are larger in dimension and have a large surface area run the risk of having items stacked on top of them when shipped. Please take this into consideration when developing cartons for this type of product.

Liquids: Liquids in containers larger than 4 oz need to be sealed and individually polybagged for shipping.

Packaging for Customer Returns: Items can be returned from customers for numerous reasons. It is important that the individual packaging of an item be consumer friendly for return purposes. Examples of items that are consumer friendly include: re-closable bags, fabricated inner packaging, and re-sealable boxes.

Padded Boxes: To protect the product from being damaged while opening, a corrugated pad should be placed between the product and the inner master carton flaps.

Poly bags: All poly bags must be a minimum of 1 mil thick and be sealed with tape, glue strip, snap, zipper, or heat. Staples may not be used.

Poly Carton Straps: Poly Carton Straps are accepted on heavy single master carton items and on items that are bulky in nature. Straps must be pulled tightly and be sealed with heat. They should not be used to strap multiple cartons together.

Protection of Corners & Edges of Products: Most items will suffer damage on corners and edges if dropped or roughly handled. To eliminate this kind of damage, corners and edges of items should be covered with foam, cardboard, or other materials that will withstand damage.

Over wrapping: Applying a shrink-wrap over wrap to an individual master carton is prohibited. This includes the taping and/or banding together of individual cartons to make a master carton.

Safety Seals: For Food Products, a safety seal and nutrition label approved and applicable to all FDC regulations must be used on all product containers. These are to assure both the customer and Silver Star Brands, Inc. that the product has not been tampered with. Any non-food liquids, aerosols, and granular products must also have a safety/tamper proof seal to avoid ANY leakage. Packaging on this type of product must have prior approval by Silver Star Brands, Inc.

Sharp Objects: Legs, rods, posts, etc. can puncture the sides of carton, which can damage the product and other packages. Sharp objects must be wrapped and all sharp edges covered to prevent puncture to the

cartons and other materials. In some cases, it will be required that legs and poles be suspended by high-density foam blocks or corrugated cardboard especially for furniture.

SKU (Stock Keeping Unit): This is a unique numerical and sometimes alphabetical, sequence of numbers that is assigned to all products. The SKU enables Silver Star Brands, Inc. to order, receive, inventory, and distribute products in a manageable fashion. The SKU number is critical to the identification and flow of the product to our customer and all items must be marked accordingly.

Stabilized Packaging: Each Master carton should be stabilized with packaging material, filling in voids so that there is no movement of the product within the master carton. Manually shake the carton in all directions to check if the packaging is adequate.

Restricted Packaging Materials: Printed newspaper, natural popcorn, sawdust, straw, previously used and/or non-Silver Star Brands, Inc. labeled cartons and packing materials are restricted.

Wrapping Product: Product should not come in direct contact with corrugated cardboard master cartons. It is possible for the cardboard to mar or scratch the product. Items should be wrapped in tissue, poly bags, foam wrap or bubble wrap prior to inserting into a master or inner carton. Each piece should have enough wrap provided so that the customer is able to re wrap the item easily for return if necessary. When securing the wrap with tape, please be sure that the tape is on the wrap area only. Tape on the surface of an item can lead to damage.

Carton Requirements

1. Master carton dimensions must not exceed 42 X 36 X 18 inches or 106.68 x 91.44 x 45.72 centimeters. Exceptions to this would be all oversized product including furniture. See oversize routing instructions prior to shipping.
2. Master carton or final shipping carton weight must not exceed 50 pounds or 22.67 kilograms. Exceptions would include all oversized product and furniture.
3. Master cartons are to be constructed of double wall (5-ply) corrugate equal to 275 pound bursting strength (1896K-PA) for items at or under 50 pounds in weight.
4. Master cartons for furniture, extra large or extra heavy items must be constructed of double wall (5-ply) corrugate as per the table below or better:

Maximum weight of carton and contents	Weight of cardboard carton (double wall 5-ply)
50 pounds and below	275 pound burst strength
50-100 pounds	350 pound burst strength
101-140 pounds	400 pound burst strength
141-160 pounds	500 pound burst strength

5. Pressure sensitive and reinforced tape at a preferred width of 3 inches must be used for carton closures. Do not use metal staples.
6. Warning labels, safety markings, and special handling notes must be used as warranted. Any special handling instructions should be printed as an additional label. Examples of these labels include: Handle with Care, This Side Up, Glass etc.

7. Glass, Frames, and Mirrors must be marked with “GLASS – FRAGILE” on at least 3 sides of the master carton. The carton must be packed with the product stacked vertically inside. The product must also be packed in individual boxes or with corrugated corners and dividers between each unit. When shipping pallets, the pallets must have on all 4 sides a facing slip that reads “NO TOP LOAD, DO NOT STACK” and “DELIVER PALLET INTACT”.
8. Furniture must be marked with HANDLE WITH CARE, DO NOT STACK, and directional arrows.
9. Master cartons may only contain one (1) SKU number per master carton. MIXED CARTONS ARE NOT PERMITTED. If the order quantity is too short to fill the master carton, please notify the Planner.

Individual Item Marking

1. Each individual sales unit must be marked with the Silver Star Brands, Inc. SKU number (i.e., packaging, poly bag, carton, or box) and product description including color, size and style, when applicable. Any exceptions must be approved by the “Buyer” before shipments are made.
2. SKU and description label must be placed on the poly bag, carton, or box. Do not place SKU and description label directly on the product unless instructed by the Buyer. In addition, do not place SKU label over any preprinted information on the box or carton
3. SKU and description label must be visible and consistently placed on each individual package.
4. All individual items purchased by Silver Star Brands, Inc. must be labeled with a standard UPC code. **Any additional costs for this or exception requests must be approved by the “Buyer” before shipments are made.**
5. No retail pricing will be allowed on any item without the prior consent from the buyer.

Requirements for UPC/barcode:

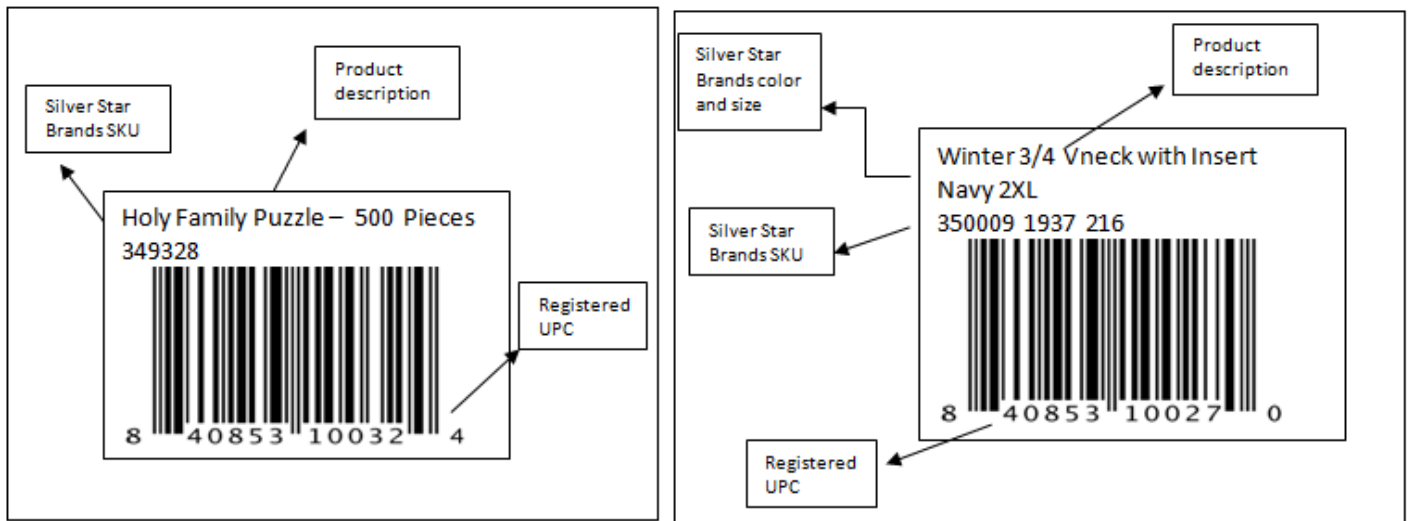
Each individual item must have a registered UPC and associated scannable barcode at the lowest level (for instance, a blue XL shirt needs its own registered UPC, a red M needs its own registered UPC).

- List the UPC on the PI sheet for items with an existing code.
 - If a standard UPC code does not exist or the item is exclusive to Silver Star Brands, Inc., make note on the PI sheet and we will create one.
- Each individual item must have the visible UPC barcode on the outside packaging. Do not place label over any preprinted information on the box or carton. Barcode label must be visible and consistently placed on each package.
- In addition, each shipping carton must have a barcode placed on the outside matching that of the inside individual item. The barcode may be incorporated into the shipping label or simply placed next to the shipping label, where it can easily be seen by our receiving department.

We do not currently have any requirements as to the size, color or font of the UPC label. Please ensure readability.

Materials and labor costs associated with correcting any label information including the Silver Star Brands, Inc. product description, SKU, and the UPC and barcode will be charged back to the Supplier.

Label Samples:



Master Carton Labeling – Domestic Suppliers

Silver Star Brands, Inc. requires the following master carton label to be reproduced and affixed to each master carton as indicated below.

The information required to be completed on each label by the Supplier:

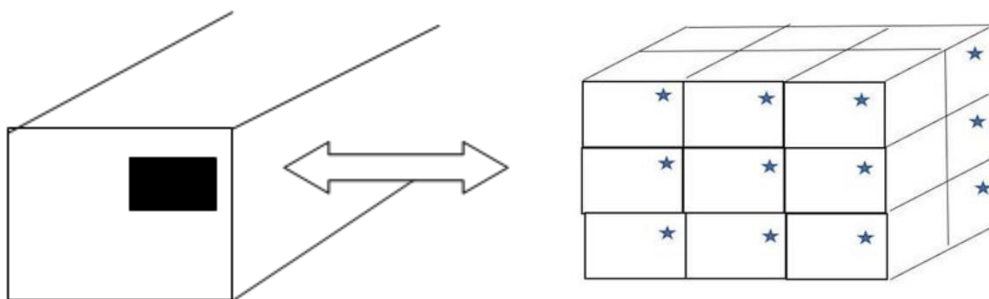
1. Supplier address.
2. Purchase order number – All numerical values are required. "PRCH-" can be excluded for space
3. Silver Star Brands, Inc. SKU number.
4. Master carton quantity included in this carton – all master cartons must contain the quantity indicated on the Purchase order
5. Carton numbering (by P.O) of total shipment must also be included on the labels. i.e. carton 1 of 6

Domestic Master Carton Label SAMPLE

<p>(1) ABC Company 123 Main St Anytown, MA 12345</p>	<h1>SAMPLE</h1> <p>SILVER STAR BRANDS, INC OPERATIONS CENTER 2155 SOUTH OAKWOOD OSHKOSH, WI 54906</p> <table border="1" data-bbox="922 871 1421 1165"><tr><td>(2) PO #</td><td><u>PRCH-000123456</u></td></tr><tr><td>(3) SSB SKU#</td><td><u>123456</u></td></tr><tr><td>(3) SIZE #</td><td><u>101</u></td></tr><tr><td>(3) STYLE #</td><td><u>10</u></td></tr><tr><td>(4) QTY per CTN</td><td><u>48</u></td></tr><tr><td>(5) CTN of CTN</td><td><u>1 of 5</u></td></tr></table>	(2) PO #	<u>PRCH-000123456</u>	(3) SSB SKU#	<u>123456</u>	(3) SIZE #	<u>101</u>	(3) STYLE #	<u>10</u>	(4) QTY per CTN	<u>48</u>	(5) CTN of CTN	<u>1 of 5</u>
(2) PO #	<u>PRCH-000123456</u>												
(3) SSB SKU#	<u>123456</u>												
(3) SIZE #	<u>101</u>												
(3) STYLE #	<u>10</u>												
(4) QTY per CTN	<u>48</u>												
(5) CTN of CTN	<u>1 of 5</u>												

This is the actual size – Please keep in a range of + / - 1 inch of this size.
(W 6.5" X H 4.75" or W 165mm X H 120 mm)

Placement on the carton is the upper right-hand corner uniformly on all cartons.
Markings are to be legible, in English, and printed in waterproof ink or marker.



The template on the next page can be used if you do not have a computer generated label containing the required information.

Domestic Master Carton Label TEMPLATE

	<p>SILVER STAR BRANDS, INC OPERATIONS CENTER 2155 SOUTH OAKWOOD OSHKOSH, WI 54906</p>												
	<table border="1"><tr><td>(2) PO #</td><td>_____</td></tr><tr><td>(3) SSB SKU#</td><td>_____</td></tr><tr><td>(3) SIZE #</td><td>_____</td></tr><tr><td>(3) STYLE #</td><td>_____</td></tr><tr><td>(4) QTY per CTN</td><td>_____</td></tr><tr><td>(5) CTN of CTN</td><td>_____ of _____</td></tr></table>	(2) PO #	_____	(3) SSB SKU#	_____	(3) SIZE #	_____	(3) STYLE #	_____	(4) QTY per CTN	_____	(5) CTN of CTN	_____ of _____
(2) PO #	_____												
(3) SSB SKU#	_____												
(3) SIZE #	_____												
(3) STYLE #	_____												
(4) QTY per CTN	_____												
(5) CTN of CTN	_____ of _____												

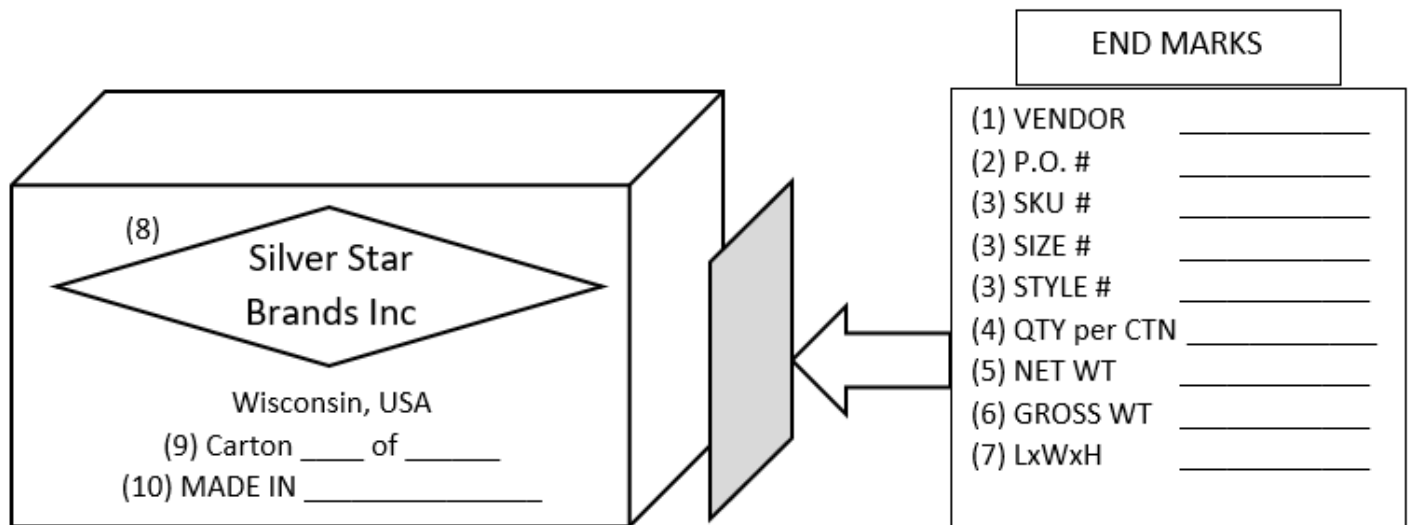
Master Carton Labeling – International Suppliers

ALL Order Types: International Suppliers are required to stencil their cartons with waterproof ink in the English language.

Stencil Key:

1. Supplier ID #.
2. Purchase order number.
3. Silver Star Brands SKU or item number, size, and style numbers.
4. Quantity of the items in a master carton.
5. Net weight of the master carton.
6. Gross weight of the master carton.
7. Measurement of the master carton.
8. Use Silver Star Brands, Inc. diamond for all divisions.
9. Carton ___ of ___: Carton count of this purchase order.
10. Country of origin of the merchandise.

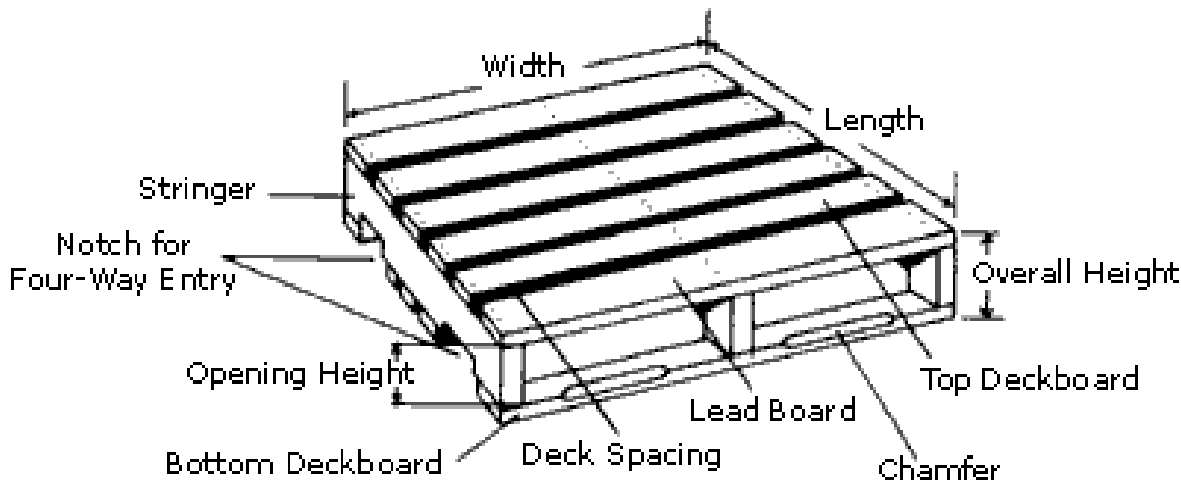
Cartons containing the packing list must be clearly marked as such.
The use of packing list pockets is strongly encouraged.



Pallet requirements

1. Loads must ship on pallets unless otherwise approved by logistics.
2. Pallets must be stringer type; 4-way entry pallets are preferred.
3. Block type pallets are not acceptable.
4. Pallets must be standard size: 40" in width by 48" in length.
5. No broken stringers / No broken or missing top or bottom deck boards.
6. Double stringers are acceptable.
7. Loaded pallets not to exceed 78" in height or equal to metric conversions.
8. 2,000 pounds or 907 kilograms is the maximum gross weight of a pallet.

Stringer Design



9. China, Germany, and the Netherlands have restrictions on the type of material used to make pallets and must be followed explicitly.
10. Overhanging, unstable, or leaning loads are unacceptable.
11. All orientation directions (FRAGILE, THIS END UP, etc.) must be followed.
12. Shipments of the same SKU must be consolidated on the same pallet whenever possible.
13. Different SKU's and purchase orders consolidated onto a single pallet and must be properly marked and labeled.
14. The entire load must be secured with shrink-wrap. The ends of the shrink-wrap must stay securely in place when moving the pallet. 4-5 layers of shrink-wrap per pallet are recommended.
15. The label for the pallet load should be 8.5 X 9 (with 1 inch letters/numbers). One label is to be placed on either side of the pallet. The label is to be marked with the following information:
 - Purchase order number(s)
 - SKU or item number(s)
 - Carton ___ of ___ is on this pallet.

Domestic and International Freight

Freight Definitions

F.O.B. (Free On Board) Destination: Shipments for which the Supplier pays for freight to the listed destination point. Suppliers may ship via the carrier of their choice.

(Free On Board) Origin: Shipments that are to be shipped freight collect must be shipped via the carrier specified by Silver Star Brands, Inc. and routed through Envoy Logistics

EXW: Shipment is EX-Works, which means Silver Star Brands, Inc. takes delivery from the Supplier's plant, factory, or warehouse. Silver Star Brands, Inc. is responsible for freight costs from the Supplier's facility to destination.

CIF: Cost, insurance, and freight included. Supplier pays for freight and insurance to the destination point. Silver Star Brands, Inc. pays for clearance and overland freight from port of exit to correct location.

POE: Port of entry order. Usually a full container of product, which the Supplier brings in specifically for Silver Star Brands, Inc. with the cost, freight, insurance, and clearance, paid for by the Supplier. Silver Star Brands, Inc. will then pick up the full container at the port of entry and transport it to the correct location paying this overland freight charge only.

Packing List

- Packing lists must be in English or Bilingual with English being one of the two languages used.
- Packing list must also accompany the shipment in or attached to a carton clearly marked.
- There is only to be one purchase order per packing list.
- Packing lists must identify replacements when applicable.
- Each packing list submitted to Silver Star Brands, Inc. Must include the following information:
 - Purchase order number.
 - Silver Star Brands, Inc. SKU number.
 - Size and colors when applicable
 - Item description in English.
 - Quantity shipped
 - Shipper's name and address.
 - Back order quantities
 - Total number of cartons, sequentially numbered; e.g., 1 of 12, 2 of 12, etc.
 - Shipment date.
 - Gross and net weights, if applicable.

Not Acceptable

Labels or stickers applied to cartons – in place of packing list

Packing List SAMPLE

PACKING LIST

Shipper Company Name
123 Main Street
Vendor City, ST, 12345
Ph: 212-555-1234

Order No	Date	Page No
94172	3/30/2021	1

Customer PO Number
PRCH-00123456

Bill To Silver Star Brands
Accounts Payable
PO Box 3635
Oshkosh, WI
54903
USA

Shipped To: Silver Star Brands
2155 South Oakwood Road

Oshkosh, WI
54906
USA

Ship
Date
4/1/2021

SSB SKU #	Size	Style	Description	MC Qty	U of M	Qty Shipped	Units Back Ordered	# of Cartons	Net/Gross Wt
339943	213 medium	25 white	3 pk anklet	96	Ea	288	0	1-3	20/22 lbs
339943	214 large	25 white	3 pk anklet	100	Ea	200	100	4-5	20/22 lbs
339943	213 medium	101 black	3 pk anklet	96	Ea	288	0	6-8	20/22 lbs

Inbound Domestic Freight

All bills of lading must reference the purchase order number

Any variation from these instructions will result in chargebacks to the Suppliers

When determining ship method you must be inclusive of all P.O.'s shipping for the week, unless instructed otherwise.

Parcel Ground:

All domestic shipments **up to 20 cartons** with a total weight **under 250 lbs and less than 70 cubic feet** total:

Ship UPS Ground collect.

- *Request routing if shipment contains oversize cartons per UPS standards.*
- *If total shipment exceeds 70 cubic feet, alternate routing **MUST** be requested*

Contact information for UPS:

UPS Ground, call 1-800-PICK-UPS or go on-line at www.ups.com.

Collect Account # 589444 ZIP code 54906 – *using other account numbers/types will result in charges*

All other shipments must request routing through Envoy Logistics

See next pages for more details and routing request form

A routing request form is available in MS Word format. Please contact the Product Planner listed on your purchase order to send you a copy of this document in MS Word format.

Domestic Bills of Lading

Domestic bills of lading must contain the following information:

- Purchase order number(s).
- Silver Star Brands, Inc. SKU number(s).
- **Number of cartons and weight by SKU MUST be listed on the B/L, even if the skid is wrapped.**
- Description of commodities and coinciding freight class as listed in the National Motor Freight Classification manual (NMFC).
- Use only one bill of lading per shipment – **do not** create separate bill of ladings for every PO.
- Ship Freight Collect **Not COD collect**. There is an administration fee associated w/the freight carrier for changing billing once the shipment has been processed. Any additional charges incurred by Silver Star Brands due to failure to comply will result in chargebacks.

If Silver Star Brands Inc is paying for shipping, Envoy Logistics will provide Bills of Lading and carrier assignment.

Protective Services

Merchandise susceptible to freezing or heat damage must be shipped via “protected services”. In these cases both the bill of lading and the routing request must be plainly marked “PROTECTIVE SERVICES REQUIRED” and a maintained temperature must be also noted. This shipment must be shipped at FULL Value; do not use released value.

Small Package Routing



Shipping Instructions

- ➔ Shipment method to be determined by combining all PO's for the week in the total.
- ➔ Packing slips must accompany all shipments for all PO's and items

Ship UPS Parcel Ground collect if: (Collect Acct #589444 / zip code 54906)



- * **Please note that this is NOT COD or Bill Consignee – it is bill collect or third party**
- ✓ Total shipment is 20 cartons or less AND is under 250 pounds AND total cube does not exceed 70 cubic feet (which is equivalent to a 5-foot-tall pallet)
 - L x W x H in inches of 1 carton / 1728 = cubic feet per carton
 - Take that number X the number of cartons
 - If that number exceeds 67 then it needs to be put on a pallet and call Envoy

Example of combining shipments based on quantity and weight:

PRCH -	Number of cartons	Weight of each carton	Total Weight of PO	Resulting Ship Method
123456	12	12	144	If either of these PO's were shipping by themselves as the only shipment of the week, they would ship UPS parcel ground collect
456789	16	12	192	
IF both <u>PO's</u> are shipping the same week:				
BOTH PO's	28	12	336	If both <u>PO's</u> are shipping the same week, they would need to be put on a pallet and call for a carrier assignment from Envoy Logistics at 920-267-8709 x 1619 or email routing to silverstar@envoylogistics.com

Example of combining shipments based on cubic feet

PRCH -	Number of cartons	Weight of each carton	Total weight of shipment	L /W/H dims of each carton	LxWxH / 1728 = cubic foot per carton	Total cube of shipment is number of cartons x cubic foot per carton Needs to = under 67	Resulting Ship Method
123456	6	10	60	L =28 W =22 H=18	6.4	6 cartons x 6.4 = 38.4	If either of these PO's were shipping by themselves as the only shipment of the week, they would ship UPS parcel ground collect.
456789	8	10	80	L =28 W =22 H=18	6.4	8 cartons x 6.4= 51.2	
IF both <u>PO's</u> are shipping the same week:							
BOTH PO's	14	10	140	L =28 W =22 H=18	6.4	14 cartons x 6.4= 89.6 This would be equivalent to about a 75" pallet or 2 pallets if cartons do not fit well on pallet	If both PO's are shipping the same week, they would need to be put on a pallet and call for a carrier assignment from Envoy Logistics @ 920-267-8709 x1613 or email silverstar@envoylogistics.com because the total cube is greater than 67 (even though the cartons are under 20 and the total actual weight is under 250)

LTL & Pallet Routing

For ALL pallet and/or floor loaded truck load shipments

→ Call Envoy Logistics at 920-267-8709 Ext 1619

OR

→ Email routing request to Silverstar@envoylogistics.com

Account Representative: Nicole Klassa

Phone: 920-267-8709 Ext 1619

Email: silverstar@envoylogistics.com

State that you have a shipment for Silver Star Brands and need a carrier assignment.

**Envoy will tender the pick-up and provide
the bill of lading for the shipment**

For questions not directly related to routing please contact the Distribution Center:

Rachel Green	Brent Williams
Rgreen@silverstarbrands.com	BWilliams1@silverstarbrands.com
920-232-6456	920-232-6436

Additional Shipping Vendor Compliance Notes

- Shipping cartons cannot exceed 50 pounds
- Do not tape or use banding to combine multiple cartons together for transit –
 - If small cartons use a larger shipper carton to combine multiple cartons
- Make sure all cartons are properly labeled with PO#, SKU, quantity, - see VCM for full detail
 - <http://www.silverstarbrands.com/vcm>
- Other questions can be directed to your Product Planner that is listed on your Purchase Order
- Silver Star Brands company phone number is 920-231-3800

Thank you for being a Silver Star Brands Partner!

Routing Request Form

The below document is available in MS Word, please ask the Planner listed on your PO for this version.

Silver Star Brands Routing Request						
Shipping to: Silver Star Brands @ 2155 South Oakwood Road, Oshkosh, WI 54906						
If other ship to destination:						
Shipper Information	Company Name					Date Available to ship
	Pick Up Address					Loading hours
	City, State, Zip					
	Contact Name					Load will be scheduled based off of Date available to ship
	Phone number					
	Email Address					
Purchase order info			Item information			
PO#	Due Date	SKU #	# cartons	Brief Description of item		
Total number of cartons			Total Number Pallets			
Total Weight of Shipment				<input type="checkbox"/> "X" if standard 40x48 dimension pallets <input type="checkbox"/> If not standard pallet length and width:		
				Width	Length	
Email this request to:		Nicole Klassa		Height of pallets - use below if various		
		Silverstar@envoylogistics.com				
Or call		920-267-8709 X 1619				
All pallet shipments, less than truck load (LTL) and truck load routing must go through Envoy Logistics						
Silver Star Brands vendor compliance manual available at: www.silverstarbrands.com/vcm						
Silver Star Brands Receiving contact information:		Brent Williams 920-232-6436 / BWilliams1@silverstarbrands.com				
		Rachel Green 920-232-6456 / Rgreen@silverstarbrands.com				

International Freight

Silver Star Brands, Inc. ships merchandise in 20, 40, or 45-foot containers, less than container load (LCL), and airfreight. Note that 20 foot containers, LCL and air freight shipments require additional approval.

Container loading goals are as follows:

Container size	CBM	Cubic Feet
20 foot	Up to 33	950 Cubic Feet
40 foot	50+	1,950 Cubic Feet
40 HiCube	60+	2,300 Cubic Feet
45 foot	70+	2,600 Cubic Feet

All documentation submitted must match the actual product being delivered in terms of content and count.

International Document Distribution

Document Required	Air Shipment	OR	Sea Shipment	Silver Star Brands, Inc. Import Dept.
Signed Commercial Invoice	1 original		1 original, ENDORSED	1 copy
Packing List	1 original		1 original	1 copy
Bill of Lading/FCR/Air Way Bill	1 original		1 original	1 copy
VISA Export License *Non European Textiles ONLY	1 original		1 original	1 copy
Textile Declaration *All countries Textiles ONLY	1 original		1 original	1 copy
Fumigation Certificate *If applicable	1 original		1 original	1 copy
Container Loading Plan	Not available		1 copy	1 copy
Method of Document Transport	Must be attached and accompanying the shipment		Overnight Courier, Supplier's Expense to Broker	Fax or Email as soon as documents are available
NAFTA Certificate *If applicable	1 copy		1 copy	1 copy

International Broker and Document Information

Silver Star Brands, Inc.
C/O: C. H. Robinson
1501 N. Mittel Blvd. Suite A
Wood Dale, IL 60191
Tel: 630-274-7950

- Commercial invoice must clearly list complete manufacturer/factory name, address & country of origin.
- Completed ISF form is needed for EVERY shipment. If the form is not submitted, we will not let the shipment leave the port and you will receive a chargeback. A template of the form is on page 44.
- Lacey Declarations are required for any products containing wood products. If the form is not submitted, we will not let the shipment leave the port and you will receive a chargeback. A template and weblink of the form is on page 45. If there are any questions, please visit the following websites:
<http://plants.usda.gov>
http://www.ars-grin.gov/cgi-bin/npgs/html/tax_search.pl
<http://www.itis.gov/>
<http://www.ipni.org/>
- Commercial Invoice MUST BE IN THE ENGLISH LANGUAGE OR BI-LINGUAL with English as one of the two languages used.
- Commercial Invoice must clearly state currency invoice is issued. U.S. Customs needs it to identify the cost of the goods to based duty on.
- Packing List must include both net and gross weights.
- VISA value must equal or exceed the invoice value. If the VISA value is less than the invoice value, an itemized list of charges is necessary on the invoice. Visas are only needed from the non-European countries.
- Textile Declaration is needed per commercial invoice and must be from the manufacturer in the country of origin.
- Fumigation certificate is required on all sea shipments out of Mainland China and Hong Kong.

On the Bill of Lading, please list consignee as:

Silver Star Brands, Inc.
2155 South Oakwood Road, Oshkosh, WI 54906 USA
Attn: Rene Kussmann
Tel: 920-232-6449

Also, the notify party must be listed as:

Silver Star Brands, Inc.
C/O: C. H. Robinson
1501 N. Mittel Bld.
Wood Dale, IL 60191
Tel: 630-274-7950

The Supplier must have the documents issued as three originals and document distribution must occur as listed above.

Additional Documents Needed by Product Category

Documents	Dinnerware	Carpets & Floor Covers	Food	Watches & Clocks	Candles from China	Textiles
Signed Commercial Invoice	YES	YES	YES	YES	YES	YES
Packing List	YES	YES	YES	YES	YES	YES
Bill or Lading/Airway Bill	YES	YES	YES	YES	YES	YES
VISA Export License	NO	DEPENDS ON C.O.O.*	NO	NO	NO	DEPENDS ON C.O.O.*
Textile Declaration Form	NO	YES	NO	NO	NO	YES
Fumigation Certificate	NO	NO	NO	NO	NO	NO
Food Stuff Fact Sheet	NO	NO	YES	NO	NO	NO
Product Fact Sheet	YES	YES	YES	YES	YES	YES

- *Depends on country of origin of the product.
(Most non-European countries need Visa's to export textiles, especially those of cotton)
- We have included several templates on the following pages, if there are additional templates or clarification needed for export documentation, please contact our broker

Templates

TEMPLATE

Single Country Declaration

(For Textiles Only)

I, _____ declare that the articles listed below and covered by the invoice or entry to which this declaration relates are wholly the growth, product, or manufacture of a single foreign territory or insular possession of the United States, or were assembled in the single foreign territory or country, or insular possession of the United States and/or the single foreign territory or country or insular possession of the United States as identified below. I declare that the information set forth in this declaration is correct and true to the best of my knowledge, information, and belief.

- a) _____ (Country)
- b) _____ (Country)
- c) _____ (Country)

Marks & Numbers	Description & Quantity	C/O	Export Date
_____	_____	_____	_____

As Addr.

_____ Cartons/Bales

Date: _____ Name: _____ Signature: _____

As Attorney-In-Fact for:

TEMPLATE

Importer Security Filing (10+2 ISF)

House B/L number	Vessel Name / Voyage
1. Seller (Name and Full Address)	2. Manufacturer or Supplier (Name and Full Address)
3. Buyer (Name and Full Address) Silver Star Brands, Inc. 2155 South Oakwood Road Oshkosh, WI 54906	4. Ship to party (Name and Full Address) Silver Star Brands, Inc. 2155 South Oakwood Road Oshkosh, WI 54906
5. Consolidator (Name and Full Address)	6. Container stuffing location (Name and Full Address)
7. Importer of record number/FTZ applicant identification number	8. Consignee number(s)
9. Country of Origin	10. Commodity HTSUS number

PO#

SKU#

**** REMARKS:** The manufacturer (or supplier), country of origin, and commodity HTSUS number must be linked to one another at the line item level.

**** REMARKS:** The details of ISF rules have been attached in another sheet, please input the above data accordingly

**** REMARKS:** All ISF 10 elements must be submitted 24 hours before container lading at loading port

Plant and Plant Product Declaration Form (Lacey Act)

An electronic copy and directions on how to complete this form can be found at:
http://www.aphis.usda.gov/plant_health/lacey_act/downloads/declarationform.pdf

OMB APPROVED
 0579-0349
 Exp. Date:

According to the Paperwork reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0579-0349. The time required to complete this information collection is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

SECTION 1 - Shipment Information

1. ESTIMATED DATE OF ARRIVAL: (MM/DD/YYYY)
2. ENTRY NUMBER:
3. CONTAINER NUMBER: <input type="checkbox"/> See Attachment
4. BILL OF LADING:
5. MID:

Plant and Plant Product Declaration Form

Section 3: Lacey Act Amendment (16 U.S.C. 3372)



U.S. DEPARTMENT OF AGRICULTURE
 ANIMAL AND PLANT HEALTH INSPECTION SERVICE

6. IMPORTER NAME:
7. IMPORTER ADDRESS:
8. CONSIGNEE NAME:
9. CONSIGNEE ADDRESS:

10. DESCRIPTION OF MERCHANDISE:

SECTION 2 - Compliance with Lacey Act Requirements (16 U.S.C. 3372(f))

For each article or component of an article, provide the following:		14. PLANT SCIENTIFIC NAME: Genus Species	15. COUNTRY OF HARVEST:	16. QUANTITY OF PLANT MATERIAL:	17. UNIT:	18. PERCENT RECYCLED:
11. HTSUS NUMBER: (no dashes/symbols)	12. ENTERED VALUE:	13. ARTICLE/ COMPONENT OF ARTICLE				

I certify under penalty of perjury that, to the best of my knowledge and belief, the information furnished is true and correct.

Preparer's Phone Number and Area Code	Signature	Date

Version 08-15-2011-0856
 PPQ FORM 505
 AUGUST 2011

Quota Charge Statement

Quota Charge Statement
(For Textiles)

Date: _____

To: Whom It May Concern:

We, _____, the international seller of the merchandise covered by Invoice number _____ state that export quota is included in the Invoice unit price of the merchandise and we did not charge an additional amount other than the invoice price of the merchandise.

Signature: _____

Title: Address: _____

Company: _____

Company Mark/Chop: _____

Fact Sheet – Imported Watches and Clocks

Fact Sheet – Imported Watches and Clocks

SKU: _____ Supplier: _____

1. Watch type is:

____ Wrist watch ___ Pocket watch ___ Alarm clock
____ Wall clock ___ Clocks with watch movements ___ Other

If Other: _____

2. Display is:

____ Mechanical Only ___ Optic Electronic Only ___ Other

If Other: _____

3. Power method is:

____ Battery ___ Automatic Winding ___ Other

If Other: _____

4. Jewels: ___ Yes, how many No

5. If watch, wrist band is:

____ Leather _____ Textile _____ Gold/Silver Plated
____ Other Metal _____ No Band _____ Other

6. Movement Dimensions are:

____ Length Size in MM _____

____ Width Size in MM _____

____ Diameter Size in MM _____

____ Thickness Size in MM _____

7. Value of the piece by component:

____ Band Country of Origin _____

____ Movement Country of Origin _____

____ Case Country of Origin _____

____ Battery Country of Origin _____

____ Other Country of Origin _____

International Freight Forwarder contacts

C.H. Robinson Contacts (International Broker): contact C. H. Robinson for all International Silver Star Brands, Inc. shipments. For ports not listed, contact Rene @ rkussmann@silverstarbrands.com, phone 920-232-6449 or via fax 920-231-4804.

Name	Office	Address	Phone/Fax	Email
Alice Zhang	Ningbo	Room 1505, No.777 Lin Qiao Road, Hai Shu District Ningbo, Zhejiang, China 315010	O:+86.574.8719.1485 x 231 F:+86.574.8719.9123 x 231	alice.zhang@chrobinson.com
Roger Xue	Yantian	Rm 3903 Tower B ,Center Plaza, No. 161 Linhe West Road, Tianhe District, GUANGZHOU, GUANGDONG 510620 China	O: +86.20.32683777 x213 M: +8618924167471	Roger.Xue@chrobinson.com
Avon Liu	Xiamen	Room 1301, Ganghang Building, No.29 North Donggang Road, Xiamen, China 361012	O: +86.592.6019.515 x245 F: +86.592.6019.434	Avon.Liu@chrobinson.com
Doris Yang	Shanghai	1601 Building E, Baoneng Center, No.3008 Baoan North Road, Luohu District , Shenzhen, 518023 China	O: +8621.61212277x10273 F: +8621.61254003*10273	doris.yang@chrobinson.com
Annie Mo	Keelung	4th FL. NO 145 Sec 2 Min Sheng E Road Taipei, 10483 Taiwan	O: 886.2.25080777 x627 F: 886.2.25080776	annie.mo@chrobinson.com
Ariel Hsieh	Kaohsiung, TW	4th FL. NO 145 Sec 2 Min Sheng E Road Taipei, Taiwan	O: (02) 2508-0777 ext 824 F: (02) 2508-0776	Ariel.Hsieh@chrobinson.com
Grace Wei	Qingdao	Room 1802&1803, Building B, COSCO Plaza, No.61A, Hongkong Center Road QINGDAO, SHANDONG 266071 CHINA	O: 86.532.85026538 x234 M: 18562721017 F: 86.532.85026106	grace.wei@chrobinson.com
Abhishek Rajeshirke	India	Unit No. 2 B. Wing Hiranandani Business Park Mumbai Maharashtra 400099 India	O: 91.22.67302082 EXT : 2076 M: 9167649867 F: 91.22.67302010	abhishek.rajeshirke@chrobinson.com
Tina Li	Tianjin	RM 3001, The Exchange N. Tower, 189 Nanjing Rd., Heping Dist., Tianjin, 300051 China	M :+8613752728152	tina.li@chrobinson.com
Lola Wang Island Xu	Shenzen	1601 Building E, Baoneng Center, No.3008 Baoan North Road, Luohu District , Shenzhen, 518023 China	O: 86.755.82185777 x246 M: 13434780612 F: 86.755.82185111	Lola.Wang@chrobinson.com island.xu@chrobinson.com

Payment Methods

Terms

The corporate terms are 5% 10 Net 60 based on the receipt of goods date.

If your negotiated terms differ from what is required by Silver Star Brands, Inc., Inc., you must have approved written notification to the Buyer prior to the shipment of the merchandise.

Invoicing

Invoices must be the following:

- In English or bilingual with English being one of the two languages used on the invoice.
- Originals. Silver Star Brands, Inc. will not make payments from statements.
- E-Mailed (preferred) or Mailed the same day as product shipped. (see AP contacts section)
- In the same unit of measure as issued on the purchase order, i.e., sets, pairs, bunches, etc.
- One purchase order per invoice. Domestic orders must not combine multiple purchase orders or shipments on the same invoice.
- Invoices must be either computer-generated or hand typed. Handwritten invoices will not be accepted.

Failure to submit invoices to the proper address and/or incomplete information will result in delayed payment.

Silver Star Brands, Inc. will not be responsible for any late fees or charges without prior approval.

Each invoice submitted to Silver Star Brands, Inc. must include the following information:

- Purchase order number.
- Silver Star Brands SKU/Item number.
- Item description in English.
- Cost as reflected on the purchase order.
- Correct "ship to" location.
- Carrier or pro number.
- Division identification
- Quantity shipped.
- Unit cost.
- Invoice number.
- Invoice date.
- Backorder quantities, if applicable.
- Proof of shipment.
- Correct payment terms
- Silver Star Brands, Inc. Supplier Number
- Invoice in US Dollars
- Direct Import invoices (from overseas manufacturers) must include complete manufacturer/factory name, address & country of origin.

We prefer all invoices to be e-mailed

Email to: apinvoices@silverstarbrands.com,

If invoices are to be mailed, send to:

Silver Star Brands, Inc.
Attn: Accounts Payable
P.O. Box 3635
Oshkosh, WI 54903-3635

International Wire Transfers

Most International business is transacted via a wire transfer.

Silver Star Brands, Inc. prefers to do business under the wire transfer terms of "Wire-On Presentation of Shipping Documents." These documents are to consist of:

- Invoice.
- Bill of Lading and/or Cargo Receipt.
- Packing List.

To complete a wire transfer, the Supplier must supply Silver Star Brands, Inc. Accounts Payable department via fax 1-920-231-3574 with the bank's details including:

- Bank name and address including country.
- Branch name, if applicable.
- Account number.
- Sort code.
- Bank's SWIFT number.
- Currency

Failure to submit any of these documents will result in a delay of payment.

Supplier Chargebacks

As a result of our audit for all nonconforming merchandise, we have established a chargeback policy. The chargeback process has been designed to recover any costs associated with the sorting, re-working, returning, and/or destroying of defective merchandise as well as financial impact to our business and customer relations due to late and/or incomplete and/or incorrect shipments.

Supplier Chargeback Form

The purpose of the chargeback schedule is to ensure communication between Silver Star Brands, Inc. and the Supplier. There will be a \$200.00 fine for every policy violation plus listed additional charges.

The fee for all inspections is \$200.00 plus any/all associated charges to perform the inspection at Silver Star Brands, Inc. or another facility.

Non-Conforming and Markdown Merchandise

If merchandise is found defective or non-conforming to the quality standards of Silver Star Brands, Inc., the supplier will be notified of issue identified. Supplier must respond with resolution within 5 working days. After 5 working days Silver Star Brands, Inc. will destroy shipment and take credit for defective or non-conforming inventory. Supplier will be responsible for all charges incurred. Chargebacks will be assessed for the following non-compliance issues:

- Inspection due to questionable quality.
- Repackaging of goods.
- Wrong merchandise.
- Duplicate shipment.
- Retail pricing on merchandise without the prior consent of the buyer.
- Shipping a cancelled P.O.

Markdown Merchandise: Silver Star Brands, Inc, will routinely evaluate non-performing merchandise which lead to excessive markdowns. Suppliers will be asked to offset the drastic decreases we must take in order to sell the inventory to make room for new items within our Distribution Center. This amount will be deducted from open or future orders following notification.

Liquidated Damages

If Silver Star Brands, Inc. incurs any charges for non-conformance, Silver Star Brands, Inc. has the ability to charge the supplier for any and all expenses.

A. Master Carton

Chargeback will be levied if any and/or all information provided on the outside/inside of the master carton is incorrect as indicated on Silver Star Brands, Inc. Data Verification letters and/or Product Information Sheets supplied by your company.

Incorrect, unreadable, or missing information would include but is not limited to:

- Supplier name (Supplier code for International Suppliers).
- Number of cartons.
- SKU number.
- Purchase order number.
- Carton quantity.
- Master carton quantity – Must contain quantity as indicated on purchase order

Any changes to the master carton quantities for a particular purchase order must be communicated to Silver Star Brands, Inc. planner up to two weeks prior to receipt of goods. Failure to communicate these changes will result in an automatic chargeback to the Supplier.

B. *Packing List*

- Packing list must be in English or Bilingual with English being one of the languages used.
- Packing list must accompany each shipment in or attached to a carton clearly marked.
- There is only to be one purchase order per packing list.
- Packing list must identify replacements when applicable.
- Each packing list submitted to Silver Star Brands, Inc. MUST include the following:
 - Purchase order number
 - Silver Star Brands, Inc. SKU number
 - Size and colors, when applicable
 - Item description in English
 - Quantity shipped
 - Shipper's name and address
 - Total number of cartons, sequentially numbered; e.g. 1 of 12, 2 of 12, Etc.
 - Back order quantities
 - Shipment date
 - Gross and net weight, if applicable

Not Acceptable

- Labels or stickers applied to cartons (vendor labels or vendor stickers) are NOT to be considered an acceptable substitute for a packing list.

If the Packing List is missing or contains incorrect information, this will result in an automatic chargeback to the Supplier.

C. *Individual Item Marking/UPC/Barcodes* – refer to page 26-27 for requirements

D. *Master Carton Requirements* – refer to page 27-29 (Domestic) page 30 (International)

E. Inbound Freight

Shipments sent via unauthorized carrier or method of transportation will result in an automatic \$200 chargeback to the Supplier. It is the responsibility of the supplier to provide the correct NMFC# and class for their freight. In addition, the following may also apply:

- Truck Shipments: If the Supplier ships via an unauthorized carrier, this will result in an automatic chargeback to the Supplier for the full amount of freight charges.
- Parcel Ground Collect: If the Supplier ships any other method other than UPS parcel ground collect, this will result in an automatic chargeback to the supplier for the full amount of transportation charges.
- Ocean/Air Freight Shipments: The Supplier will be charged back the difference between the service they used and the authorized Silver Star Brands, Inc. carrier rate.

Shipments that are “pre-paid” will be the sole responsibility of the supplier. The Supplier can use the carrier of their choice for small package and LTL freight only for “pre-paid” shipments all others must follow Silver Star Brands, Inc. corporate carrier policies.

F. Merchandise Not as Ordered

Product is not as promised, item is non-approved substitute, purchase order or Buyer instructions have not been followed, and/or product packaging, labeling, or tagging requirements for customer distribution have not been met.

Violation fine of \$200.00 plus one of the following:

- Merchandise will be returned to the Supplier freight collect to be replaced or corrected.
- Freight for returning the merchandise to the Supplier for replacement or repair as well as the freight costs associated with the return of the replacement merchandise to Silver Star Brands, Inc. inventory, will be to the Supplier’s account. The cost of the repair, if applicable, is to be borne by the Supplier. The replacement must be completed within 30 business days.
- Merchandise being corrected on site or locally to make the item suitable for shipment to the customer. All expenses associated with the onsite or local repair will be to the Supplier’s account. These charges can include but are not limited to labor, freight, materials, boxing etc.
- Silver Star Brands, Inc. may keep merchandise at a discount, reduced price, or at a financial discount arranged between the Buyer and the Supplier.
- At the discretion of Silver Star Brands, Inc., the Supplier may be charged back for lost sales due to the inability of Silver Star Brands, Inc. to fulfill our customer’s order because of Supplier failure.
- Defective merchandise is defined as “item(s) that do not operate properly or could cause harm if used.” If Silver Star Brands, Inc. receives product of this nature, Supplier will reimburse Silver Star Brands, Inc. for full freight charges of the defective shipment as well as the merchandise cost. If Supplier elects to destroy the merchandise, merchandise will be destroyed within 30 days of receipt. The cost of the disposal of the merchandise and freight will be charged to the Supplier.
- Item is not the quality agreed upon or expected by the Buyer. The Supplier will be charged for shipping unacceptable merchandise.
 - Merchandise will be returned to the Supplier, for full credit of the merchandise plus all freight charges involved within 30 business days of receipt.
 - Silver Star Brands, Inc. will dispose of merchandise with the Supplier reimbursing Silver Star Brands, Inc. for full merchandise and freight costs.

G. Late/Early Shipment

The Supplier's commitment to shipping on-time is critical. Late shipments may result in lost sales, order cancellations and customer backorders. These factors further result in additional costs for Silver Star Brands, Inc. which will be passed back to the supplier

If the Supplier experiences delays in fulfilling a purchase order, the Supplier is required to request an extension from the Planning Team as soon as the delay is known. Upon notification of an impending late shipment, the Planning Team has the following options:

- Modify the purchase order.
- Cancel the purchase order in whole or in part.

Late shipments that are not communicated to the Planning Team will automatically be charged a late delivery fee. Further, even if an extension is filed, the shipment may be subject to a late delivery fee. The fee will be taken against the net amount (minus returns allowance, if applicable) of the purchase order and will follow the following penalty schedule:

<u>Delivery</u>	<u>Fee</u>
7-14 Days Late	10%
15-21 Days Late	15%
22-28 Days Late	20%
29+ Days Late	25%

Direct Import Suppliers will be given a seven (7) day allowance in addition to the schedule listed above to allow for shipment consolidation.

Late shipments that result in customer backorders may incur additional chargebacks based on current labor and postage rates, not to exceed \$10 per customer order.

H. Customer Returns

The vendor acknowledges that Silver Star Brands, Inc. does not inspect each item upon receipt, and that unacceptable products may be returned to our Distribution Center by the ultimate customer.

Processing customer returns has long been an expensive and time-consuming task for both the retailer and vendor. As a result, shipping, handling, and accounting costs all continue to escalate. At Silver Star Brands, Inc., we continually examine avenues to improve efficiencies and profitability with our business partners.

Because of the proven success of Damage/Defective Allowance programs throughout the industry, Silver Star Brands, Inc. is requiring each of our vendors to partner with us as we implement our Defective Allowance program.

Based on a combination of historical analysis and industry best practices, Silver Star Brands, Inc. has established a 2% returns allowance. This allowance will be automatically deducted from each invoice that is processed for payment. **Vendor partners that exceed this return allowance will be charged back for the excess.**

Sample Chargeback form

Silver Star Brands
 2155 South Oakwood Road
 Oshkosh WI 54906

Date:
 Vendor ID:
 Vendor:
 Address:

Dear Valued Supplier,
 The following chargeback will be taken against your account for failure to meet vendor compliance requirements

PO(s):
 Sku(s):

ATTN:
 Return Authorization:

	Sign Off
Planner:	<input type="text"/>
QA:	<input type="text"/>
Buyer:	<input type="text"/>
Warehouse:	<input type="text"/>

Chargeback coordinator

Reason:

Violation Fee:	<input type="text"/>	<input type="text"/>
Warehouse Labor/Charges:	<input type="text"/>	<input type="text"/>
Cost for Repack, Inspect, Tagging	Quantity <input type="text"/> x Cost each <input type="text"/>	<input type="text"/>
	Inspection <input type="text"/>	<input type="text"/>
Late Shipment:	Due Date <input type="text"/> Actual Delivery Date <input type="text"/>	
	# Days Late <input type="text"/> % Fee <input type="text"/> x PO Total <input type="text"/>	<input type="text"/>
Lost Sales less COGS	units <input type="text"/> x Margin \$s <input type="text"/>	<input type="text"/>
Incorrect Shipments	units <input type="text"/> x Unit Price <input type="text"/> - 30.0% <input type="text"/>	<input type="text"/>
SSB Disposing of Merchandise	units <input type="text"/> x Unit Price <input type="text"/>	<input type="text"/>
Merchandise Returned to Vendor	units <input type="text"/> x Unit Price <input type="text"/>	<input type="text"/>
Method of return	<input type="text"/>	
Account #/Carrier	<input type="text"/>	
Total		<input type="text"/>

Notes: