



# **Vendor Compliance Manual**

**Revision 5.07.08**

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## **Introduction**

It is our mission to form a strong and lasting partnership with our vendors by addressing our requirements “up front” while minimizing back-end operating disruptions. If a shipment is received that does not conform to our requirements, a chargeback to recoup the costs of special handling could result. It is our desire to eliminate these unnecessary chargebacks by providing detailed explanations of all requirements and offering assistance to achieve compliance.

Please review this manual and distribute as needed within your organization. We have found that while departments such as accounting, operations, and shipping require in-depth understanding of this material, the information is beneficial to anyone within your organization that will be working with us.

Cinmar Quality Assurance Specialists are here to provide assistance and support for any concerns or challenges you may encounter. The Quality Assurance Department will:

- Define the Vendor Compliance requirements
- Pre-comply label diagnostics
- Monitor performance
- Provide Packaging Guidelines

To assist vendors in meeting our compliance requirements a Vendor Partnership website has been created. To review additional information please follow the link below.

### **[Cinmar Partnership Website](http://ccsginc.com/cinmar.htm)**

(<http://ccsginc.com/cinmar.htm>)

For additional support and information please **email** the Cinmar Quality Assurance Department at [cinmarqa@cinmar.com](mailto:cinmarqa@cinmar.com)

Thank you for your support in making our partnership a success!

Sincerely,

Cinmar Quality Assurance

**This manual supersedes all previously issued versions and is effective immediately.**

## Code of Conduct for Manufacturers

We are committed to:

- A high standard of excellence in every aspect of our business and in every corner of the world
- Ethical and responsible conduct in all of our business dealings and operations
- Respect for the rights of all individuals
- Respect for the environment

*We expect the same commitments to be shared by all manufacturers of merchandise supplied to us. At a minimum, we require that all manufacturers of merchandise supplied to Cinmar meet the following standards:*

### **Child Labor**

Manufacturers will not use child labor. The term “child” refers to a person younger than 15 (or 14 where local law allows) or, if higher, the local legal minimum age for employment or the age for completing compulsory education. Manufacturers employing young persons who do not fall within the definition of “children” will so comply with any laws and regulations applicable to such persons.

### **Involuntary Labor**

Manufacturer’s will not use any forced or involuntary labor, whether prison, bonded, indentured or otherwise.

### **Coercion and Harassment**

Manufacturers will treat each employee with dignity and respect, and will not use corporal punishment, threats of violence or other forms of physical, sexual, physiological or verbal harassment or abuse.

### **Non-Discrimination**

Manufacturers will not discriminate in hiring or employment practices, including salary, benefits, advancement, discipline, termination or retirement, on the basis of race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, political opinion or disability.

### **Association**

Manufacturers will respect the rights of employees to associate, organize and bargain collectively in a lawful and peaceful manner, without penalty or interference.

### **Health and Safety**

Manufacturers will provide employees with a safe and healthy workplace in compliance with all applicable laws and regulations, ensuring, at a minimum, reasonable access to potable water and sanitary facilities, fire safety and adequate lighting and ventilation. Manufacturers will also ensure that the same standards of health and safety are applied in any housing they provide for employees.

**Compensation**

Wages are essential to meeting employees' basic needs. Manufacturers will, at a minimum, comply with all applicable wage and hour laws and regulations, including those relating to minimum wages, overtime, maximum hours, piece rates and other elements of compensation, and provide legally mandated benefits. If local laws do not provide for overtime pay, manufacturers will pay at least regular wages for overtime work. Except in extraordinary business circumstances, manufacturers will not require employees to work more than the lesser of (a) 48 hours per week and 12 hours per week overtime, or (b) the limits on regular and overtime allowed by local law, where local law does not limit the hours of work, the regular work week in the country plus 12 hours overtime. In addition, except in extraordinary business circumstances, employees will be entitled to at least one day off in every seven-day period.

**Protection of the Environment**

Manufacturers will comply with all applicable environmental laws and regulations.

**Other Laws**

Manufacturers will comply with all other applicable laws and regulations, including those pertaining to the manufacture, pricing, sale and distribution of merchandise. All references to "applicable laws and regulations" in this Code of Conduct include local and national codes, rules and regulations as well as applicable treaties and voluntary industry standards.

**Monitoring and Compliance**

Manufacturers will authorize Cinmar L.P. and its designated agents (including third parties) to engage in monitoring activities to verify compliance with this Code of Conduct, including unannounced on-site inspections of manufacturing facilities and employer provided housing; reviews of books and records relating to employment matters; and private interviews with employees. Manufacturers will maintain all documentation on site that may be needed to verify compliance with this Code of Conduct.

## **Product Quality Requirements**

**\*\*\*ALL DOCUMENTATION/TEST RESULTS MUST BE PROVIDED TO CINMAR QUALITY ASSURANCE.**

### **Electrical Items**

All electrical items must be evaluated to UL standards, and have **CURRENT** UL, CUL, ETL, CSA or TUV LISTING. This listing will be verified. Telephones and devices that use radio frequencies must comply with FCC regulations. Documentation must be provided to Cinmar Quality Assurance.

### **Food**

All food items must be sealed and must have the ingredients and nutritional information listed on the package. In addition, we require documentation stating that the packaging facility is FDA-approved. Expiration dates must be clearly indicated on master pack/external case.

### **Food-Use Items**

ALL food use items must be in compliance with the FDA standards. The test report **MUST** reflect if the item is in compliance or noncompliance with California Proposition 65 standards. If the item will come into contact with a person's mouth, we also require ASTM lip and rim test results. You must provide test reports stating whether the item is safe for use in an oven, microwave or dishwasher.

### **Furniture**

For all stools/chairs/furniture, Cinmar requires documentation of static and dynamic load performance test specifying the maximum weight capacity.

### **Chemicals/Liquids/Powders/Hazardous Materials**

All vendors must provide both the Merchant(s) and Cinmar Quality Assurance with the Material Safety Data Sheets (MSDS) that detail information on each chemical including appropriate safety measures. The Department of Transportation (DOT) shipping classification must also be provided if it is not included on the MSDS. Quality Assurance will forward this information to the receiving department in the distribution center. The Distribution Center **MUST** have this information prior to shipment, or the delivery may be refused, and a chargeback penalty may be issued. Each supplier must comply with all local, state, and federal laws and regulations that apply to the labeling, shipping, storage and handling of hazardous materials – including, but not limited to ORM-D.

### **Mattress/Mattress Pads/Ticking**

ALL mattresses, mattress pads and ticking **MUST** be in compliance with Federal Regulations. Please provide test reports along with a copy of any and all sewn in labels. Please refer to 16 CFR 1632 for detailed requirements by item type. Additionally all mattresses must be registered for compliance with bedding and upholstery regulations.

### **Rugs (Bath/Area/Throw)**

ALL rugs MUST be in compliance with Federal Regulations 16 CFR 1630/1631. Test reports must be provided to the QA staff for review/approval along with the sewn-in fiber content and/or care label.

### **Regulatory Labeling**

Several industries require labeling for various products. Please be sure that all mandatory labeling is on the product. We will inspect upon receipt of shipment. Following are a few of the labels we will be looking for:

- Candle Warning Label
- UL/CUL/ETL/CSA/TUV Label
- ORM-D (Other Regulated Materials – Domestic)
- Suffocation Warning Label
- Fair Labeling FP&L / Uniform P&L Regulations NIST
- LHAMA Label
- Ohio Bedding Regulations
- Small Parts Warning Label

### **Documentation of Product Claims**

Any claims or warranties advertised in the instructions, sales materials, or on the package of the product must have prior substantiation by an independent third-party testing laboratory. Claims will be reviewed by our LEGAL DEPARTMENT, which will require copies of prior substantiation documents to Cinmar Quality Assurance.

### **Instructions/Components**

If the product requires assembly or requires several steps for use/care of the product, you MUST include English-language instructions with the product. In addition, many products, such as candles and candle holders, toys, and handcrafted items, have MANDATORY warnings or literature that MUST be stated on the instruction sheet.

All instructions will be reviewed and followed for ease and clarity. All components must be stated on the instructions. If the item requires additional components, such as light bulbs, batteries, or hardware, then the size, type or description of these components must be included with the product.

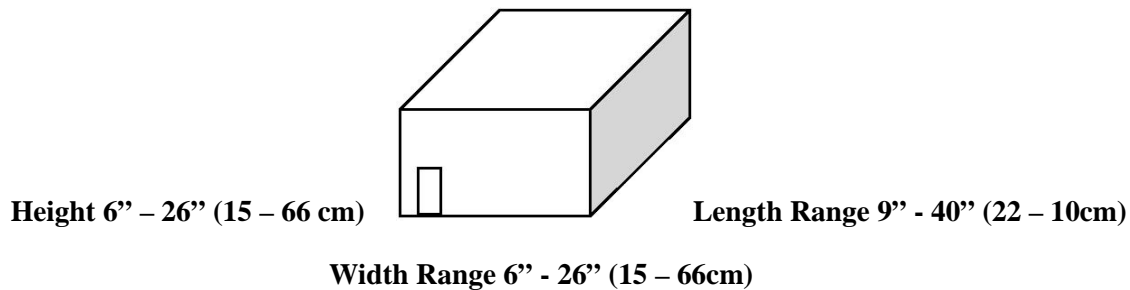
## General Packaging Requirements

Vendors are expected to deliver merchandise in prepackaged units exactly as they are to be sold to the customer. (Absolutely no inserts, advertisements, etc. [except instruction sheets] are to be included in the packaging without Cinmar's express prior approval.)

All items require packaging that will protect them during distribution, storage, handling and shipping. There are two primary packaging methods that are acceptable to Cinmar based on item type, size, and outbound ship method and as a general guideline the basis for acceptable packaging will be based our distribution center's guideline for differentiating "Conveyable" cartons vs. "Non-Conveyable" cartons.

**Please identify your product as either Non-Conveyable or Conveyable since these terms will be used for reference through out the remainder of this manual for simplicity.**

### How to determine Conveyable vs. Non-conveyable:



**Conveyable Cases** – your item is conveyable if it conforms to the dimensions shown above and meets the minimum weight requirement of 2lbs (1kg) while not exceeding 50lbs (23kg).

- Conveyable cases shipped to Cinmar's distribution center must be packed in a brown corrugated carton with certified minimum burst strength of 200lbs (91kg) or greater, and certified to meet or exceed 32.5lb (15kg) edge crush test. Cartons are to be sealed with either 3in (7.6cm) width tri-directional water activated gummed tape or 2in (48mm) minimum width polypropylene tape with a minimum thickness of at least 2mils.

**Non-Conveyable Cases** - If any case dimension exceeds the ranges above for classification as conveyable or is has a total carton weight greater than 50 lbs (23kg), the case is classified as non-conveyable and must be packaged for non-conveyable receiving in accordance with Cinmar's acceptable packaging guidelines.

- All cases identified as Non-Conveyable must be packaged as a single ship item and can not be received master-packed unless pre-approval has been obtained prior to shipment by Cinmar Quality Assurance. Conveyable cases shipped to Cinmar must be packed in a double walled brown corrugate carton with certified minimum burst strength of 200lbs (91kg) or greater, and certified to meet or exceed 32.5lb (15kg) edge crush test. Cartons are to be sealed with 3in (72mm) width tri-directional, water-activated gummed tape.

## **The 2 Primary Packaging Methods Accepted**

**1. SHIP-ALONE PACKAGING (RESHIPPER PACKAGING):** Ship alone cartons are products that are deemed too large in size or weight to pack with other items. These products ship to the end customer in the vendor packaging due to the limited availability of stock cartons in our contract distribution center. All items deemed ship alone items must be packaged individually so they can ship to the end customer and survive the rigors of small parcel (UPS, and USPS) shipping.

- Reshipper cartons must be brown box cartons with a minimum case burst strength of 200lbs and minimum edge crush test of 32.5 pounds. All products in reshipper cartons must be completely covered by the shipping carton. All reshipper cartons must be able to pass our 14 point drop test as outlined in our drop test procedures. See page 13 for detailed explanation of this requirement.
  - Failure to pass this drop test will result in additional charges due to non-compliance and the costs associated with repackaging required to enable a passing result.

**2. MASTERPACKED RETAIL PACKAGING:** Many items are packaged in a retail box made from kraft board or corrugated boxes with burst strength less than 200 lbs. per sq. inch. This type of packaging may be sufficient for some items where there is sufficient inner protection to prevent damage from shock or vibration. However all items received packed in retail packaging must be received in a conveyable masterpack carton and meet the requirements outlined on page 9 for conveyable cartons.

- All retail packed units inside of the masterpack box must be sealed to prevent tampering or loss of product. These items must be shipped to our distribution center in a master pack of identical items only.

### **Protective Packaging Materials (Item Cushioning)**

**HARDGOODS:** All hardgood items are considered fragile and are required to have inner and outer protection sufficient to withstand the normal distribution handling and shipping environment. Inner cushioning should be provided in proportion to the fragility of the item. Several materials are available to cushion the inner product from damage, including EPS foam and fill, corrugated pads, bubble wrap. NO STYROFOAM PEANUTS or other loose fill.

- Other cushioning materials may be used only if prior approval has been received by the Cinmar Quality Assurance department.
- Regardless of cushioning provided the item will be required to pass Cinmar's 30" (76.2cm) 14 point drop test as outlined on page 13. Supporting documentation must be provided to Cinmar Quality Assurance Prior to purchase order fulfillment.

### **Item Specific Packaging Requirements**

**TEXTILES:** Textiles must be packaged in individual poly-bags with a minimum thickness of 2 mils to ensure protection from dust, dirt, and scuffing. The poly-bag must be securely closed. Multiple items of the same style number, size, color and pattern are then packed into a master carton meeting the conveyable case guidelines on page 9.

- Note: if the circumference of the poly bag opening is larger than 14 inches then a warning label must be attached, as follows:

“THIS BAG IS NOT A TOY. WARNING: TO AVOID DANGER OF SUFFOCATION KEEP THIS BAG AWAY FROM BABIES AND CHILDREN. DO NOT USE IN CRIBS, BEDS, CARRIAGES, OR PLAY PENS. TEAR UP BAG BEFORE THROWING AWAY.”

**LIQUIDS AND POWDERS:** Liquids and powders must be packaged to prevent leakage and ensure safe delivery both inbound to Cinmar’s distribution center and to the end consumer.

- **Aerosols:** All products contained in aerosol cans, must have a protective plastic cap covering the nozzle to prevent inadvertent release during transport or distribution.
- **Non-Hazardous Powders, Pastes and Creams:** All products consisting of powders, pastes or creams must be in containers that will not leak under normal mail-order handling and distribution. Kraft boxes without inner liners are not acceptable for powders.
- **Non-Hazardous Liquids:** Must have a functional inner seal. Spray applicators cannot serve as an acceptable method of closure. The applicator must be enclosed together with the product in a sealed poly-bag, or otherwise securely attached to the container. If the item is four ounces or less, the applicator can serve as the closure if it has a protective plastic cap over the nozzle.
- **All Hazardous Chemicals—Powders, Pastes, Creams, and Liquids:** Items must have a functional inner seal AND be in a sealed poly bag (minimum 40-gauge thickness). Hazardous is defined as a Health Hazard Rating of 3 = High (Serious) or 4 = Very High (Extreme) from the Material Data Safety Sheet.
- **Glass:** When glass is the only acceptable packaging material for an item, the product must be reviewed by Cinmar’s Quality Assurance Department for pre-approval prior to inbound shipment to our distribution center.

**\*\*\*ORM-D (Other Regulated Materials – Domestic) is any item containing hazardous material in a limited quantity that presents hazard during transportation due to its form, quantity, or packaging. Items classified as ORM-D must be labeled with the consumer commodity ORM-D. (page 14)\*\*\***

**\*\*\*If liquids are received leaking as packaged from the vendor, and it is determined to be due to insufficient packaging or an inadequate container seal (not as a result of transport handling), then the portion of the shipment that is affected will be destroyed “in the field” to prevent incurring additional liability for personnel who may be harmed, or other products or equipment that may be damaged during a return shipment. Although this product is destroyed, normal documentation will be completed and submitted to the vendor for credit or reimbursement.**

**RUGS, DOORMATS, AND FABRIC:** All rugs, doormats, and fabric bolts must be individually bagged in a clear low density, polyethylene bag with a thickness of at least 6 Mils. The end of each bag must be folded over and taped securely with no cable tie or other protrusion.

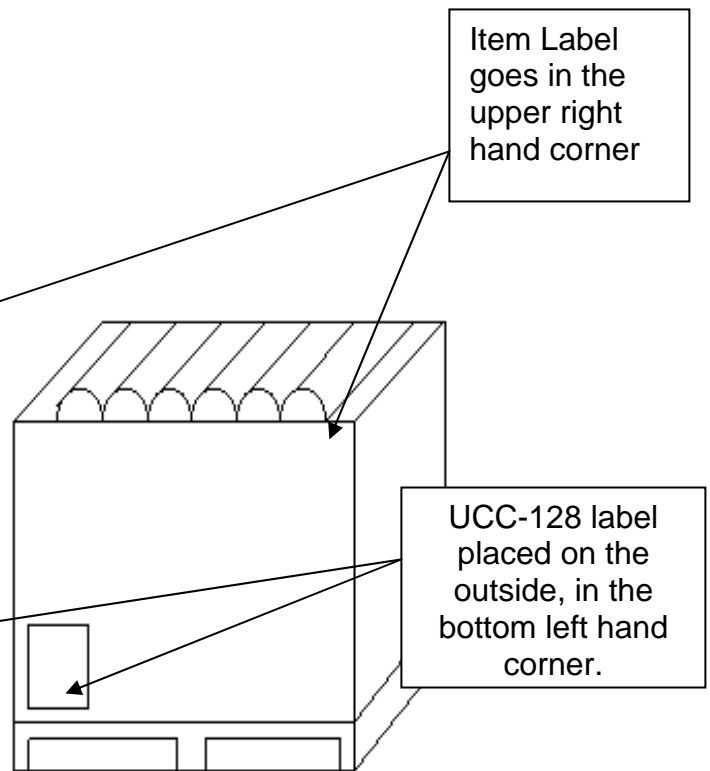
- **All rugs exceeding 4ft x 6ft (122cm x 183cm) must include 1 extra bag within the shipping bag with pre-labeled with the following statement:**

**KEEP THIS BAG**

“This bag is supplied for your convenience to be used for laundering, moving or in the rare event of a return.”

**Small Rugs (and Fabric Bolts) 4ft’ x 4ft’ and under:**

Rugs that measure smaller than 4ft x 4ft (122cm x 122cm) should be placed in a Gaylord box. Only one item number per Gaylord box/pallet; do not mix item numbers, sizes, styles, and/or colors. An individual item label must go on each rug. Each Gaylord will be consider a masterpack and is required to have a compliant UCC-128 (page 9) label placed in the lower left hand corner.



If a Gaylord box is not utilized due to low order quantity rugs must be packed in a conveyable master pack box.

- One item number per master pack. **Do not mix item numbers, sizes, styles, and/or colors.**
- All requirements for master packs apply (including a maximum weight of 50 lbs per case).
- Each rug’s poly bag will require an individual item label.
- UCC-128 label must be placed in the correct position on the master pack box (page 9).

**RUG BUNDLING FOR RUGS EXCEEDING 4’ x 4’:** All rugs and fabric bolts exceeding 4ft x 4ft (122cm x 122cm) require the use of bundle packaging.

- Rugs must be securely banded to a heavy duty corrugated tube of with a minimum inside diameter of 4 inches (10.2cm) and 0.5inch minimum wall thickness.
- The corrugated tube must meet or exceed the length of the rugs Please refer to the bundling chart and example below.
- Bundle quantities must follow the minimum quantities by size in the chart below unless Cinmar Quality Assurance issues prior approval to reduced quantities.



Rug Sizes	Minimum units per bundle
3' x 3' to 4' x 6'	10
4' x 6' to 6' x 9'	8
6' x 9' to 13' x 6"	6

**Doormats:** Our distribution center allows for two packaging options for doormats. While both methods are acceptable, it is Cinmar's expectation that the packaging method applied will be dependant on item and the vendor will utilize the most efficient method.

- **Option 1 (Case Packed Mats):** Mats must be individually bagged in a polyethylene bag that is at least 6 mils thick. Securely seal the bag with clear PVC tape and apply an individual item label to the bag. Multi-pack the item into a conveyable master pack box complete with the UCC-128 label and the Cinmar item label.
- **Option 2 (Pallet Stacked Mats):** Doormats can also be sent by pallet. Each Mat must be individually bagged in a polyethylene bag that is at least 6 mils thick. Securely seal the bag with clear PVC tape and apply an individual item label to the bag. The rugs must then be securely stacked onto a pallet built to closely match the size of the doormats; i.e. sized to avoid overhang (pallet too small) or wasted space (pallet too large). Doormats shall be placed one on top of the other on the pallet, to maximum height not to exceed 65inches (165cm). The completed pallet stack must then be full covered in a breathable pallet bag and banded to skid. Only doormats of the same style and color may be placed on the same pallet and each stack will require a UCC-128 case label.

## Package Testing Requirements

All items must be package tested before they are shipped to ensure that our customers receive undamaged merchandise. Whether tested in house; i.e. Cinmar or vendor facility, or at a certified lab all items must pass the drop testing procedure outlined below and supporting documentation must be provided to Cinmar Quality Assurance prior to shipment inbound to our distribution center.

### **\*\*\*NOTE – PACKAGE TESTING AND DROP TESTING MAY BE WAIVED BY CINMAR QUALITY ASSURANCE UPON REVIEW OF A PREVIOUS ISTA-3A TRANSIT TEST**

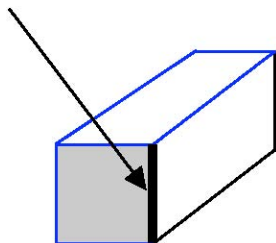
1. Determine the weight and girth of an item. Girth is calculated using the formula:

Longest side + (2 X (next longest side + smallest side))

2. All items that weigh less than 150 lbs., and whose girth is less than 165 inches, will be dropped from a height of 30 inches. The item will be dropped a total of 14 times using the drop techniques below:

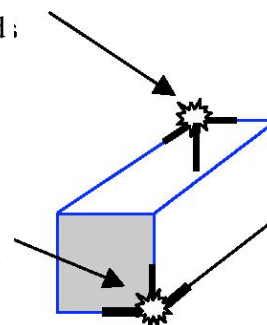
- Item is dropped on the manufactured corner bottom, the direct opposite top corner, and the three seams leading away from those corners.
- Item is dropped on the top, bottom and all four sides.

This is the manufactured edge where you see the manufactured seam.



Drop from 30 inches at the top corner of edge directly opposite the manufactured seam and ; the three edges leading away from that corner.

Drop from 30 inches at bottom corner of manufactured edge and the three edges leading away from corner.



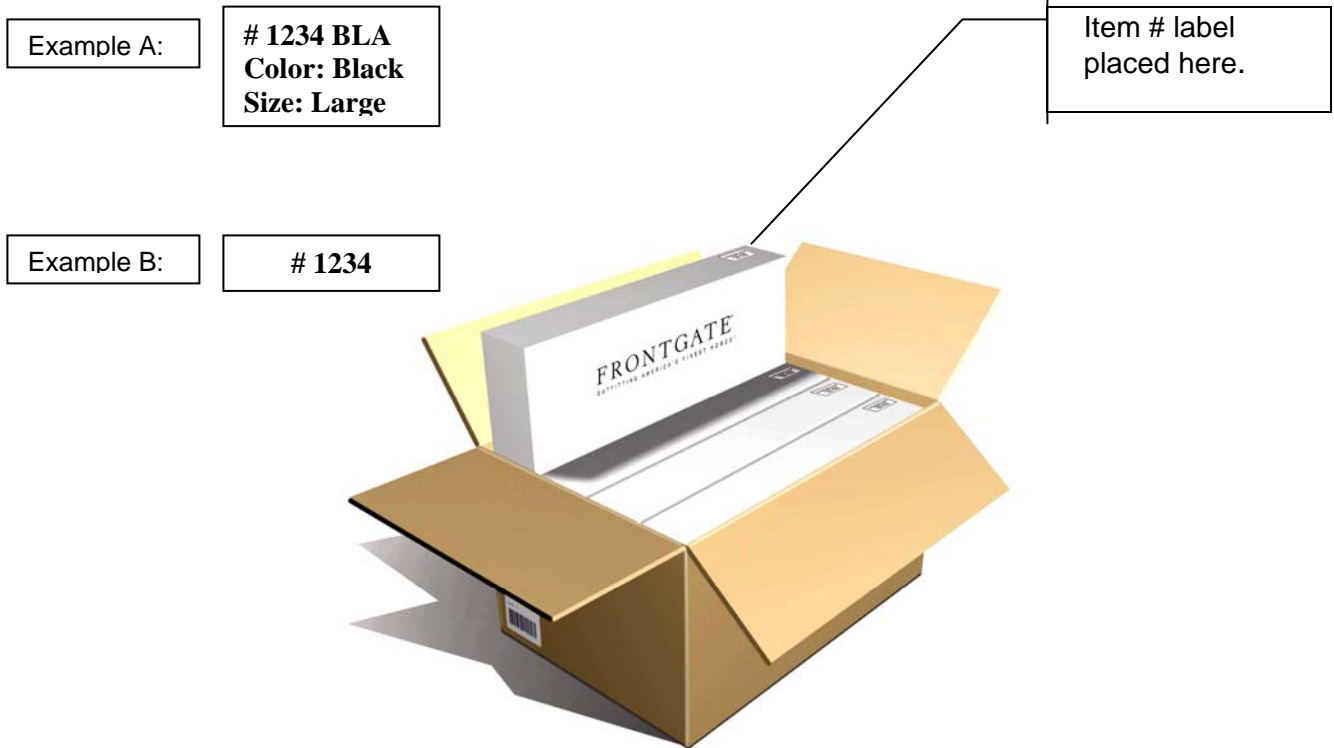
3. All items that weigh more than 150 lbs., and whose girth is more than 165 inches, will be dropped from a height of 24 inches. The item will be dropped a total of 10 items using the drop techniques below.

- Item is dropped on the manufactured corner, bottom, and the three seams leading away from that corner.
- Item is dropped on the top, bottom, and all four sides

## Individual Item Labeling Requirements

Each item inside a master pack will require an individual item label that includes the SKU aka “Base Number” & Suffix (required when applicable). All label fonts must be at least 3/4” (or 2 centimeters) tall. An address label will work well. You may either of the two label options below.

The label should be visible once the master pack is opened.



### ORM-D Labeling

ORM-D (Other Regulated Materials – Domestic) is any item containing hazardous material in a limited quantity that presents hazard during transportation due to its form, quantity, or packaging. Items classified as ORM-D must be labeled with the consumer commodity ORM-D label below.





If your items fail to meet any of the requirements for item labeling, your items will be sent to our DC's Merchandise Prep department for correction of the labeling. (See “Offset Expense” summary)

## External Case Label Requirements (UCC-128)

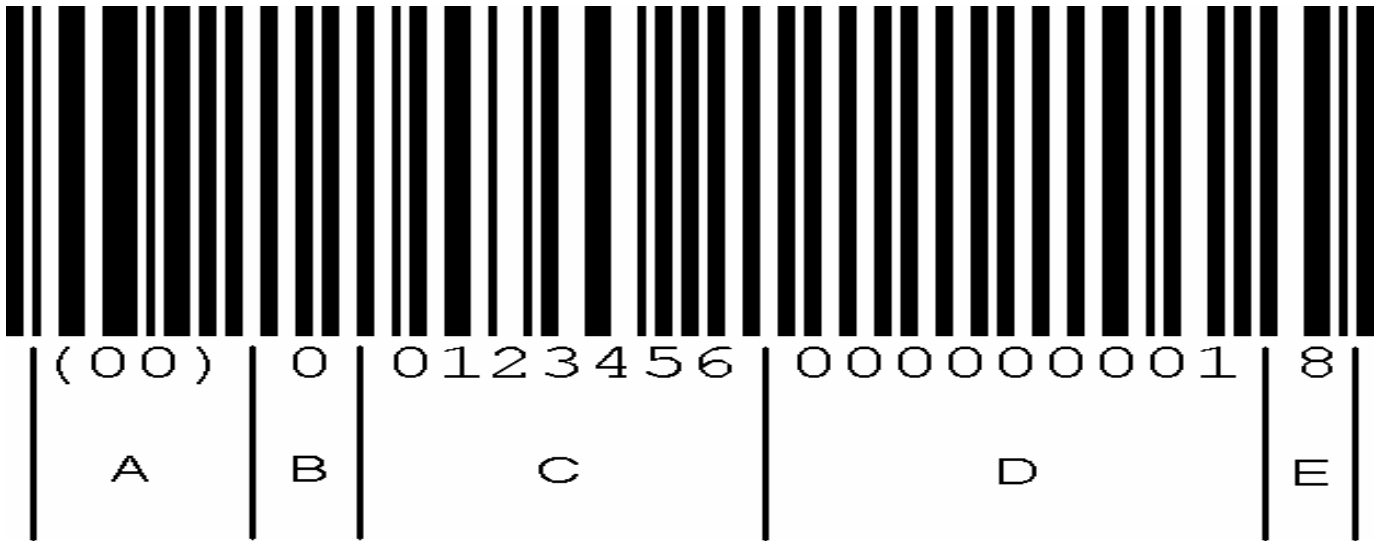
- UCC-128 (Uniform Code Council) standard case labels are **REQUIRED** for all shipments coming to the Cinmar distribution center.
- The UCC-128 case label must have the Uniform Code Council’s 20 digit barcode symbology.
- Must have UCC-128 bar code quality program in place that ensures ANSI A or B print quality (ANSI X3.182). Be sure to use “smudge-proof” labeling/ink and low-reflective tape (if tape is used to apply the label).
- If you are producing your own UCC-128 labels or have obtained them from a label source provider other than a pre-approved recommended label source, you need to have your label approved by sending a copy of the label to Cinmar vendor compliance at [vendorweb@cinmar.com](mailto:vendorweb@cinmar.com)
- If you need to purchase UCC-128 labels, label order forms are available on the Cinmar Vendor Partnership web site ([Cinmar Partnership Website](#)). Adaptive Data Interchange (ADI) is the pre-approved recommended label source provider for U.S. vendors. Elmicron is the pre-approved recommended label source provider for European vendors.

### Example UCC-128 Case Label

<b>FROM:</b> VENDOR NO. CITY, STATE, ZIP COUNTRY OF ORIGIN	<b>TO:</b> Cinmar Distribution Center 8877 Union Centre Blvd. West Chester, OH 45069
U.S. Postal Code: <b>(420)45069</b> 	<b>Carrier Info.</b> Carrier: <b>YELLOW</b> PRO #: <b>Z-66692</b>
<b>PO Number:</b> 001238989 <b>Item # :</b> 6886 BLK <b>Vendor Item #:</b> T-024 <b>Description:</b> Cup Dispenser <b>Size:</b> <b>Quantity:</b> 8 <b>Color:</b> Black <b>Case #:</b> 001 <b>of:</b> 008	
<b>(00) 0 7059539 000000031 2</b> 	

- “Ship From”
  - Vendor Number
  - City, State, Zip
  - Country of Origin**\*\*Do not include company name/street address on the case label.**
- “Ship To” information
- Purchase order number
- Cinmar item number
  - Include suffix when applicable
- Cinmar product description
  - Include color & size where applicable
- Quantity per case (for rugs - Gaylord/bundle)
 

**\*\*This refers to qty of Cinmar item number, and may not equal total pieces included in case. For example, item 12345, Set of Two Chairs, (2 chairs in case) should read “Quantity: 1” because the item no. corresponds to one set of 2 chairs)**
- UCC-128 Barcode
  - UCC Code 128 subset “C”
  - Encoded Digits: twenty (20) numeric
  - Overall Pattern Length: 3.52” **\*\*including quiet zones**
- Label should measure 4” x 6” and have 12 point font.



**The UCC-128 20 digit barcode is a sequential, serialized bar code that represents a case from a manufacturer or vendor. It consists of five parts:**

- A. (00) lets the system know that the bar code is a UCC-128 bar code.
- B. 0 represents a case. All UCC-128 bar codes shipped to Cinmar should have a 0 in this position.
- C. 123456 is the manufacturer identification number assigned to Compliant Company (123456 is used as an example only). The identification number is the first 6 digits of a products UPC preceded by at least one zero.
- D. 000000001 is the first sequential number for the first case shipped to Cinmar by Compliant Company. The next case would have 000000002 and so on.
- E. 8 is the check digit calculated by the software application used to create the bar code. It is a calculation of the previous 16 digits.

**\*\*IMPORTANT!!: A 20 digit case number may only be used once. Never duplicate case numbers! Always send a label to [Vendorweb@cinmar.com](mailto:Vendorweb@cinmar.com) before your first shipment to ensure label compliance.**

## **UCC -128 Labeling Resources**

Vendors without the ability to create compliant **UCC-128** barcode case labels may contact the following suppliers to purchase labels at a nominal cost:

### **Adaptive Data Interchange** - ADI (*Domestic or International Vendors*)

[jgribler@adi-barcode.com](mailto:jgribler@adi-barcode.com)

Ph: (937) 704.9644

Fax: (937) 704.9814

Website: [www.adi-barcode.com](http://www.adi-barcode.com)

### **Elmicron Printing Services** (*European Vendors*)

[info@Elmicron.de](mailto:info@Elmicron.de)

Ph.: +49(0) 34 45 - 78 11 20

Fax: +49(0) 34 35 - 77 01 42

website: [www.elmicron.de](http://www.elmicron.de)

*Our label provides have proven to be reliable however it is ultimately the vendor's responsibility to assure the labels are accurate.*

### **UCC Labeling Software Resources**

Vendors who wish to create their own labels may purchase label creation software. Cinmar recommends the BarTender program by Seagull Scientific. You may purchase and download the full installation by visiting the Seagull Scientific website at: [www.seagullscientific.com](http://www.seagullscientific.com).

For information regarding pricing please contact:

Seagull Scientific

Sales Department

[sales@seagullscientific.com](mailto:sales@seagullscientific.com)

Ph: (800) 758.2001 / (425) 641.1408

## UCC-128 Case Label Placement

The label placement of the UCC-128 bar coded case label must be on the lower **left hand side of the smallest side of the case**. If the height of the smallest end is not > 6”, the bar code of the UCC-128 should be placed on the smallest side with the remainder of the label folded over the edge of the case.

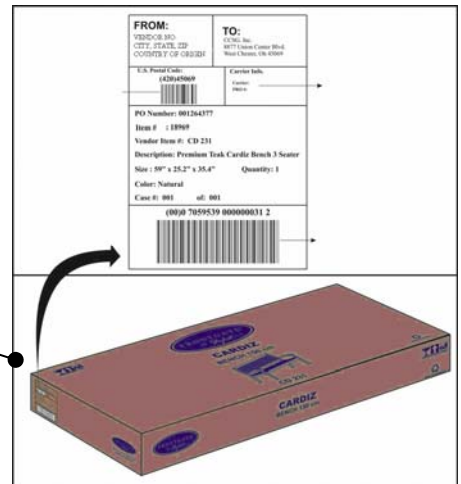
**\*\*\*If in doubt contact Cinmar Quality Assurance for recommended placement of the UCC-128 case label\*\*\***

Place label on the lower left hand side of the smallest end of the case. Place one inch from bottom and left edge



<b>FROM:</b> VENDOR NO. CITY, STATE, ZIP COUNTRY OF ORIGIN	<b>TO:</b> Cinmar Distribution Center 8877 Union Centre Blvd West Chester, OH 45069
U.S. Postal Code: <b>(420)45069</b> 	Carrier Info: Carrier: YELLOW PRO #: Z-66692
PO Number: 001238989 Item #: 6886 BLK Vendor Item #: T-024 Description: Cup Dispenser Size:                      Quantity: 8 Color: Black Case #: 001 of 008	
(00) 0 7059539 00000031 2 	

If the dimensions of your carton does not allow for full visibility of the UCC-128, the label must be wrapped over the adjacent side while maintaining barcode visibility.



**\*\*Arrow Directions (Non-Conveyables Only) – our distribution center follows safe handling practices regarding transportation and storage of product. Consequently “arrow” instructions printed on incoming non-conveyable packages are considered critical. Only use these indications when the “arrow” instructions impact the security and protection of the product. For example, if an arrow indicates that a product should be transported and stored in a vertical orientation, the product must arrive at the distribution center in this orientation, and the placement of the item or UCC 128 labels must coincide with this requirement. If orientation arrows are not provided the cartons stored and shipped in the direction of the text printed on the UCC-128 case label.\*\***

## Advance Shipment Notification (ASN)

The ASN is an official receiving document of record. All Domestic, International, LTL, and air shipments require an Advance Shipment Notification. The ASN must be sent prior to scheduling a pick-up from your facility for domestic vendors or when the container leaves your origin for international vendors. Our DC will not schedule delivery until the ASN is received and loaded into our system. A late or missing ASN will result in compliance offsets. (See “Offset Expense” Summary)

- **An ASN may be received by one of three methods (No faxed ASNs will be accepted):**

- 1) **Excel ASN Creator** - Click to download current version - [ASN Creator 2.0.2a](#),
  - ASN must be e-mailed to [ASN-FG@CCSGINC.COM](mailto:ASN-FG@CCSGINC.COM) and [VCCinmar@cinmar.com](mailto:VCCinmar@cinmar.com)
  - ASN must be saved in the following format: **PO # / Container # and Vendor Name** Use this same format in the e-mail’s Subject field.
  - Due to system limitations, you may send a maximum of 3 ASNs per e-mail.
  - If receipt is not confirmed within 24 business hours, please resend to ensure ASN is received.
  - Keep confirmation e-mails as proof of receipt.
- 2) **VendorNet** - web based order processing system designed to create labels and ASN information for Cinmar vendors. Information on VendorNet is available on the Cinmar Partnership Website ([www.ccsvinc.com/cinmar.htm](http://www.ccsvinc.com/cinmar.htm)) or click below:

### [Cinmar Partnership Website](#)

- 3) **EDI (856)** – for information regarding testing and implementation please visit the Cinmar Partnership Website

### [Cinmar Partnership Website](#)

- **The Carrier PRO# field on the Excel ASN Creator must contain one of the three choices:**

- House Bill of Lading
- Container Number
- Carrier PRO #

- **Both EDI and Vendor Net send electronic ASNs.**

- **One ASN per trailer/container.**

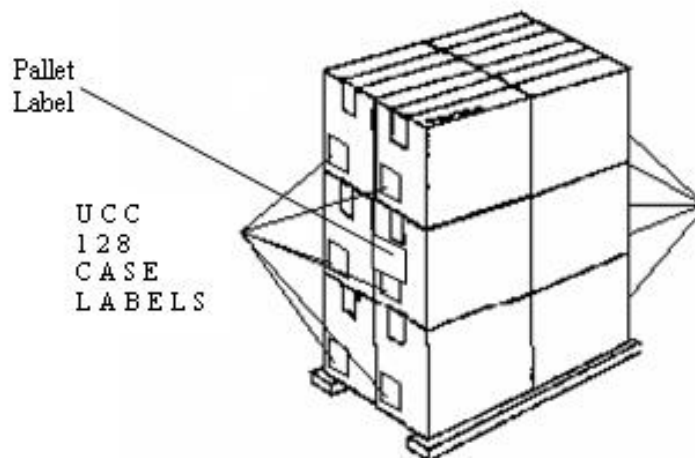
- When more than one trailer or container is sent to fulfill a purchase order(s), an ASN is required for each load. This is required for all three ASN methods listed above!

- Ask a QA Specialist about a Load Plan when shipping multiple trailers/containers.

- **ASN must be 100% accurate and match the actual shipment/purchase order.**

## Palletizing (for domestic vendors only)

- a. A pallet label, including the following information, must be on all 4 sides of EACH pallet:
  - Vendor Name
  - Address
  - PO #
- b. A standard sheet of brightly colored paper should be placed on all 4 sides of each pallet. This should read:
  - **“PLEASE DO NOT BREAK DOWN SKIDS”**
- c. Cartons on the pallet must not overhang pallet length or width.
- d. Maximum height of pallet 65” (1.65 meters) including cases and pallet.
- e. When palletizing multiple Purchase Orders, cases of the same PO should be on the same level of the pallet or on the same pallet.
- f. Place cases on pallet so that all case labels face outward as shown.
- g. All cases should be column stacked on the pallet as shown.



## **Direct Import Vendor Requirements**

As a Cinmar Vendor, you MUST comply with all U.S. Import requirements, as per the Department of the Treasury, U.S. Customs Service. *Vendors will be held accountable for any and all violations of these U.S. Import Requirements that result in delays or additional costs to Cinmar.* For more details regarding U.S. Import Requirements and U.S. Customs, please reference [www.customs.treas.gov](http://www.customs.treas.gov).

### **Documentation**

All entries are required by the Customs Service to accommodate the paying of duties and taxes that are due and payable to the U.S. Government at the time of importation. Duties are assessed when the importing carrier arrives at the U.S. port of entry. To facilitate the entry of goods into the United States, U.S. customs officials require that proper documentation be provided within 5 working days from the date the carrier arrives, to secure their release.

**To successfully meet these requirements, Cinmar requires the following documentation/Customs paperwork written in English:** *\*Please note that “Customs Paperwork” includes but is not limited to: Commercial Invoices, Packing list and original bill of lading (if applicable) plus any other customs required paperwork for specific commodities.*

- **Commercial Invoice**
- **Packing List**
- Quantity and net weight of each item.
- Marks and numbers on each box, case, per container
- **Other Documents (If required)**
- -Textile declarations and Quota Charge Statements
- NAFTA forms
- Shipping documents
- Certificate of Origin (Form A)

### **Other Agency Requirements**

- FDA Permits
- ATF labels or permits
- F & W licenses
- USDA regulations satisfied
- DOT, EPA, or other agency requests
- TSCA Statements

### **Country of Origin Markings**

In addition to the labeling requirements already specified in this manual, Cinmar and U.S. Customs require the following of imported products.

**All imported articles are required to be marked individually with “Made in \_\_\_\_\_” or “Product of \_\_\_\_\_” and put in a conspicuous place as indelibly and permanently as the nature of the item permits (except if marking an item would cause damage.)**

**Cinmar requires the Country of Origin to be marked on the individual item, and on the item packaging.**

If paper sticker or pressure sensitive labels are used, they must be affixed in a conspicuous place and so securely that unless deliberately removed they will remain on the article while it is in storage or on display, and until it is delivered to the ultimate purchaser. When tags are used, they must be attached in a conspicuous place and in a manner, which ensures that unless deliberately removed they will remain on the item until it reaches the ultimate purchaser. **Marking that will not remain on the article during handling or for any other reason except deliberate removal is not a proper marking.**

## **ROUTING GUIDE & TRANSPORTATION**

All shipments must follow the Routing Guides provided on the following pages. However, it is the Vendor's responsibility to have the most up-to-date Routing Guide available and we recommend that you visit the Cinmar Partnership Website periodically to confirm you have the most up to date version.

### **[Cinmar Partnership Website](#)**

Any of the following violations will result in a penalty:

- 1. Freight shipments not shipped "Freight collect" or "billing terms collect", or is billed to a third-party:**
  - If Cinmar or its affiliates are paying any portion of the freight, shipments are to be made on a "freight collect" basis. Merchandise invoices with freight charges added will be paid net of freight charges.
- 2. UPS shipments not shipped "Prepaid":**
  - Please use our UPS account number from the Routing Guide
- 3. Unauthorized carriers:**
  - If Cinmar or its affiliates are paying any portion of the freight, then the carrier specified in our current routing guide for the origin/destination/shipment size must be utilized. All merchandise lost or damaged will be the responsibility of the vendor if wrong carrier is used.
- 4. Overweight shipments:**
  - Shipments matching the overweight/oversized shipment characteristics in our current routing guide must be routed per the overweight/oversized shipment-routing instructions. Each shipment will be assigned a unique authorization number regardless of the specific carrier selected by CCSG Transportation or their agent. The authorization number must appear on your bill of lading or air bill.
  - Multiple-trailer shipments require one Bill of Lading per trailer.
- 5. Shipment did not match authorized weight, cube, cartons:**
  - Shipments being routed via our overweight/oversized routing guidelines must match the weight, cube, and carton count authorized.
- 6. Unauthorized air shipment.**
- 7. Failure to consolidate same day / destination**
  - All merchandise to be shipped from a single shipping address to a single destination address on the same day must be combined onto a single Bill of Lading. Routing guidelines should then be applied to the entire shipment.
- 8. Merchandise consigned to wrong location:**
  - Merchandise must be consigned to the proper location as specified on your purchase order. Failing to ship to the address specified on the purchase order will result in the following:
    - All freight charges will be the responsibility of the vendor.
    - All detention fees and/or transfer freight will be the responsibility of the vendor.
    - An expense offset will be assessed.

## DOMESTIC VENDOR ROUTING GUIDE

### Effective 4-1-08

The following routing instructions apply to all ship to locations.

\*Please refer to the purchase order for the correct ship to address.

#### OVERSIZE and EXCEPTION SHIPMENTS - ANY of the Following

- Weight is greater than 2,500 pounds.
- Shipment is less than 4 pounds per cubic foot and occupying 750 or more cubic feet.
- Shipment is 1,500 or more cubic feet.
- Shipment is 6 or more skids.
- Any Air or Expedited Shipping Requests.

If your shipment meets ANY of Oversize or Exception Shipment characteristics please contact the Routing Center at Kingsgate Transportation for Custom Routing.

Please note that Kingsgate may route shipments via Yellow.

Please be sure to record the Routing Authorization Number on the Bill of Lading.

Routing Center Web Utility Address:	<a href="http://www.kingsgateextranet.com/ccsq">http://www.kingsgateextranet.com/ccsq</a>
Routing Center E-Mail Address:	<a href="mailto:cornerstone@kingsgatetrans.com">cornerstone@kingsgatetrans.com</a>
Routing Center Phone Number:	800-336-3441 x1027

#### Standard Shipments

If Shipping From: **California All zips.**

<u>Shipment Weight</u>	<u>Carrier Name</u>	<u>Carrier Phone Number</u>	<u>Carrier Website/E=Mail</u>	<u>Other Information</u>
0 – 100 pounds	<b>UPS</b>	800-Pick-UPS	<a href="http://www.ups.com">www.ups.com</a>	Use UPS <u>Collect</u> Billing - Account # X107
101- 750 pounds	<b>Yellow</b>	800-610-6500	<a href="http://www.yellowfreight.com">www.yellowfreight.com</a>	Billing is Freight Collect
Over 750 pounds	<b>Kingsgate</b>	800-336-3441 x1027	<a href="http://www.kingsgateextranet.com/ccsq">http://www.kingsgateextranet.com/ccsq</a>	Kingsgate may route shipments w/ Yellow.

If Shipping From: **New Jersey All zips, New York zips 10000 to 11999 and Pennsylvania zips 18900 to 19499.**

<u>Shipment Weight</u>	<u>Carrier Name</u>	<u>Carrier Phone Number</u>	<u>Carrier Website/E=Mail</u>	<u>Other Information</u>
0 – 100 pounds	<b>UPS</b>	800-Pick-UPS	<a href="http://www.ups.com">www.ups.com</a>	Use UPS <u>Collect</u> Billing - Account # X107
101- 750 pounds	<b>Yellow</b>	800-610-6500	<a href="http://www.yellowfreight.com">www.yellowfreight.com</a>	Billing is Freight Collect
Over 750 pounds	<b>Kingsgate</b>	800-336-3441 x1027	<a href="http://www.kingsgateextranet.com/ccsq">http://www.kingsgateextranet.com/ccsq</a>	Kingsgate may route shipments w/ Yellow.

If Shipping From: **Any State or Zip Code NOT Listed Above.**

<u>Shipment Weight</u>	<u>Carrier Name</u>	<u>Carrier Phone Number</u>	<u>Carrier Website/E=Mail</u>	<u>Other Information</u>
0 – 100 pounds	<b>UPS</b>	800-Pick-UPS	<a href="http://www.ups.com">www.ups.com</a>	Use UPS <u>Collect</u> Billing - Account # X107
101- 2,500 pounds	<b>Yellow</b>	800-610-6500	<a href="http://www.yellowfreight.com">www.yellowfreight.com</a>	Billing is Freight Collect
Over 2,500 pounds	<b>Kingsgate</b>	800-336-3441 x1027	<a href="http://www.kingsgateextranet.com/ccsq">http://www.kingsgateextranet.com/ccsq</a>	Kingsgate may route shipments w/ Yellow.

#### Bill of Lading Requirements

1. Bill of Lading must have ALL Purchase Order Numbers on it.
2. Carton and Skid Count must be listed on Bill of Lading. Carton count must match ASN.
3. Routing Authorization Number (if applicable) must be on Bill of Lading.

Please refer to the vendor compliance manual for ASN, packaging, labeling and all other requirements.

Routing guide is subject to change.  
For the most up to date routing guide please visit the Cinmar Partnership Website

**\*Failure to follow these routing instructions will result in a charge back penalty.\***

# Cinmar International Vendor Routing Guide

Effective June 24th, 2008

## Shipments originating from any country:

**Dimensional Weight: 1 to 56 lbs (1 to 25 kilograms)**

**Carrier: UPS    Terms: Collect – Account 45E-460**

*Please enter **Purchase Order Number** in the Reference Field.*

## Shipments originating from Canada or Mexico:

**Dimensional Weight: 57 lbs and Greater (>26 kg)**

**Carrier: Yellow Freight    Terms: Freight Collect – No Account # Necessary**

*Please reference the **Purchase Order Number** on the BOL*

## Shipments originating from any of the countries below with a shipment weight > than 26 kg

PHOENIX				EXPEDITORS		
Country				Country		
Austria	Italy	Switzerland	Qingdao, CN	Brazil	Malaysia	Xiamen, CN
Belgium	Netherlands	Turkey	Sanshan, CN	Chile	Nepal	Yantian, CN
Denmark	Norway	Taiwan	Shekou, CN	Hong Kong	Pakistan	Shanghai, CN
England	Peru	Guangzhou, CN	Fuzhou, CN	India	Philippines	Tianjin, CN
Finland	Poland	Huangpu, CN	Zhanjiang, CN	Indonesia	Singapore	Shenzhen, CN
France	Portugal	Jiangmen, CN	Zhongshan, CN	Israel	Thailand	
Germany	Scotland	Macau, CN	Chiwan, CN	Japan	Vietnam	
Great Britain	Spain	Nanhai, CN	Dalian, CN	Korea	Xingang, CN	
Greece	Sri Lanka	Nanjing, CN				
Ireland	Sweden	Ningbo, CN				

Attn: China origin port / province shaded in gray.

<p><u>Forwarder/ Broker:</u> <b><u>Phoenix International</u></b> <b>Terms: Freight Collect – No account # Req.</b></p>	<p><u>Forwarder/ Broker:</u> <b><u>Expeditors International</u></b> <b>Terms: Freight Collect–No account # Req.</b></p>
<p>Find your forwarder’s origin office/contact at: <a href="http://ccsginc.com/cinmar.htm">http://ccsginc.com/cinmar.htm</a> “click” (Routing Guide Contacts)</p>	<p>Find your forwarder’s origin office/contact at: <a href="http://ccsginc.com/cinmar.htm">http://ccsginc.com/cinmar.htm</a> “click” (Routing Guide Contacts)</p>
<p>Addresses for <i>Customs paperwork</i> to be sent to -</p>	
<p><b><u>Phoenix International</u></b> Attn: Lisa Talmage 855 IL Route 83 Bensenville, IL 60106-1219 Tel: (630) 274-7950 Ext - 17001</p>	<p><b><u>Expeditors International</u></b> Attn: Michelle Redmon 2000 Connor Road, suite 190 Hebron, KY 41048 Tel: (859) 282-9494</p>

*Please note that “Customs Paperwork” includes but is not limited to: Commercial Invoices, Packing list and original bill of lading (if applicable) plus any other customs required paperwork for specific commodities.*

## Offset Expense Summary

**Offset Expense Declaration Policy:** Written notice of any disagreement must be received within 90 days of the check date. If the written disagreement is received after this 90-day time period, Cinmar will not recognize the dispute.

Description of Non-Compliance	Code	Charge per Shipment
No Appointment (unscheduled delivery)	101	\$250/shipment
ASN ASN not received 24hrs in advance Incomplete case level information Multi POs not defined on ASN ASN info differs from actual receipt	102 103 104	\$250/shipment
UCC-128 Shipping Labels No UCC-128 label present UCC-128 incorrect location UCC-128 Invalid or will not scan	105 106 111	\$250/shipment
Missing, incorrect or inaccurate case/carton Information No PO# markings on case No SKU# markings on case No Qty # markings on case	107 109 110	\$250/shipment
Failure to follow Case instructions	112 113 121	\$250/shipment + all related material expense incurred during correction
Failure to follow Inbound Routing Guides	Ref. Pro #	Act. Freight + \$250/shipment
Problem Resolution Research	117	\$250/shipment
Individual Item Labeling / (Master packs)	114	\$250/shipment + \$1.00/unit
Packaging to follow Cinmar Pkg Req,	108	\$250/shipment + Material/Labor
Digital Photography of Occurrence	119	\$5.00/photo
Non-Compliant Shipment - Third Party Divert	115	\$600/shipment
Multi-Sku Case Receipts	Ref. PO	\$10/case
Missing ORM-D item labeling	Ref. PO	Same as Customs charges below

### U.S. Customs – Direct Imports

**1<sup>st</sup>, 2<sup>nd</sup> Violations = 2% of invoice, or the actual costs incurred by Cinmar for the Customs violation, whichever is higher.**

**3<sup>rd</sup> Violation = 5% of invoice or actual cost, whichever is higher**

*References of the occurrence code(s), third party divert company, purchase order, BOL and invoice number will be provided via email to our vendor contact within 14 days of receipt.*

## **Claims and Legal Issues**

A. Vendor represents and warrants to Cinmar that the Products do not infringe upon any “Intangible Rights” (as defined below), and Vendor is the owner of, or is licensed to authorize Cinmar to use, all Intangible Rights associated with the Products. The term "Intangible Rights" means any United States or foreign patents or copyrights or any United States, foreign, state or common law trademark, trade dress, trade name, service mark, publicity or privacy right or similar property or other right.

Vendor shall assume full responsibility and shall provide independent legal counsel reasonably acceptable to Cinmar for the defense of any claims, assertions, threatened actions, filed actions, suits, investigations or proceedings that may be brought against Cinmar or its affiliates, officers, employees, agents or assignees by reason or as a result of or relating to any actual or alleged death of or injury to any person, damage to any property, or any other damage or loss by whomsoever suffered, resulting or claimed to result in whole or in part from any actual or alleged defect in the Products, whether latent or patent, or the failure of such Products to comply with any express or implied warranties, and/or any actual or alleged violation by the Products or their manufacture, possession, use or sale, of any law, statute or ordinance or any governmental order, rule or regulation infringement of Intangible Rights associated with the Products.

B. In the event any article purchased becomes a banned hazardous substance under the Federal Hazardous Substances Labeling Act, or be the subject of a recall as deemed advisable by Cinmar L.P. to be necessary under the FDA, the Federal Hazardous Substances Labeling Act, or the Consumer Product Safety Act, or any other Federal or State law now in effect or hereinafter enacted, the Vendor agrees that it will take back all existing stock in Cinmar’s customers' possession, and will promptly reimburse for such returned articles at the price originally paid, plus costs for return shipment to the Vendor, including all reasonable costs incurred by Cinmar L.P. in returning such articles from its customers. The determination as to when a recall shall be instituted, as well as the extent and administration of such recall, shall be within Cinmar L.P. sole discretion, provided that Cinmar L.P. shall comply with all relevant laws. In the event that Cinmar L.P. acquires information that requires notification under Sec. 15 of the Consumer Product Safety Act, it is understood that Cinmar L.P. will promptly notify the Consumer Product Safety Commission and the Vendor, without incurring any liability to the Vendor as a result of such notification.

C. Purchase Order Terms & Conditions. Acceptance of all orders from Cinmar L.P., whether by mail, fax, e-mail or other electronic means, is subject to the terms and conditions stated on the face and reverse of the purchase order and PO supplement forms. Failure to comply with the conditions will be considered a breach of contract and subject to charge backs.

## **Contact Information**

To assist you in directing your questions to the proper person or department, listed below is contact information.

### **Cinmar Quality Assurance Specialists**

Jim Mulvey  
Ph: (513) 603-1071  
Fax: (513) 603-4130  
[jmulvey@cinmar.com](mailto:jmulvey@cinmar.com)

Lauren Dorfman  
Ph: (513) 603-1019  
Fax: (513) 645-4080  
[ldorfman@cinmar.com](mailto:ldorfman@cinmar.com)

Aaron Tucker  
Ph: (513) 603-1297  
Fax: (513) 645-4128  
[atucker@cinmar.com](mailto:atucker@cinmar.com)

Guy Galinsky  
Ph: (513) 603-1221  
Fax: (513) 645-4121  
[ggalinsky@cinmar.com](mailto:ggalinsky@cinmar.com)

Jeff Tabor  
Ph: (513) 603-1118  
Fax: (513) 645-4464  
[jtabor@cinmar.com](mailto:jtabor@cinmar.com)

Teri Harker (Fleming)  
Ph: (513) 603-1181  
Fax: (513) 645-4083  
[tharker@cinmar.com](mailto:tharker@cinmar.com)

### **EDI Department**

Scott Thomas  
Ph: (513) 603-1244  
[vtg@ccsginc.com](mailto:vtg@ccsginc.com)

### **Vendor Net**

Scott Thomas  
Ph: (513) 603-1244  
[vtg@ccsginc.com](mailto:vtg@ccsginc.com)

### **International Routing Department**

Nicole Watson  
Ph: (513) 603-1427  
[nwatson@ccsginc.com](mailto:nwatson@ccsginc.com)

### **Domestic Routing Department**

Transportation Department at [routing@ccsginc.com](mailto:routing@ccsginc.com)

### **Accounts Payable**

[cinmar-ap@cornerstonebrands.com](mailto:cinmar-ap@cornerstonebrands.com)

**Toll Free 1-877-333-1049**