



*Buying for What on Earth, Signals, Acorn, Bas Bleu, Universal Direct Brands,
Support Plus, Daedalus Books, and Shop PBS*

Vendor Manual

January 2022

Dear Vendor Partner,

This manual is your guide to working with Universal Screen Arts, Inc. Many of the requirements and policies outlined are dictated not by us, but by State and Federal law. Following these procedures is in the best interest of all parties.

New and Current Vendors:

Please sign and return page 3 after reviewing this document. We also need your certificate of insurance as outlined on page 4 prior to inventory ship.

Return Manual via DocuSign

Insurance Documents can be emailed to compliance@woecatalog.com or mailed to:

**Universal Screen Arts, Inc.
5581 Hudson Industrial Parkway
Hudson, OH 44236
Attn: Purchasing Dept.**

TABLE OF CONTENTS

PAGE

Signature Sheet_____	3
Insurance Requirements_____	4
California Prop 65 Requirements_____	5
Purchase Order Terms & Conditions_____	9
Drop Ship Vendor Procedures_____	10
Quality Control_____	11
Packaging & Labeling Instructions_____	12
Warning Label Instructions_____	13
Vendor Freight Routing Guide_____	14
Advance Shipment Notification_____	16
Return to Vendor Instructions_____	17
Invoicing Guidelines_____	18
Charge Back Schedule_____	19
Intellectual Property Rights_____	20



Buying for What on Earth, Signals, Acorn, Bas Bleu, Universal Direct Brands, Support Plus, Daedalus Books, and Shop PBS

Vendor acknowledges receipt and understanding of the Universal Screen Arts, Inc. Vendor Compliance Manual dated January 2022.

Vendor confirms that products are in compliance with all product safety laws, labeling requirements, and carry appropriate product liability insurance.

Vendor has researched trademark and copyright issues and has free and clear license to sell its products to Universal Screen Arts, Inc.

Vendor will defend and fully indemnifies Universal Screen Arts, Inc. and its associated companies (Signals Catalogue Corp., What on Earth Catalog, Bas Bleu, Support Plus, Acorn, Daedalus, Shop PBS and Universal Direct Brands) from any and all claims that may arise from trademark or copyright infringement; product safety or recall issues.

Vendor Principal (Signature)

Date

Vendor Name: (Printed)

Please return this via DocuSign

INSURANCE REQUIREMENTS

The vendor shall maintain and keep in force, at its own expense, the following minimum insurance coverage and minimum limits:

- (a) Primary Commercial General Liability Insurance, including Products Liability Insurance, covering claims for bodily injury, death, and property damage, including premises and operations, independent contractors, products, services, and completed operations, personal injury, and contractual, with limits as follows- (1) occurrence limit of \$2,000,000 for bodily injury, death, and property damage; \$5,000,000 products and completed operations aggregate and \$5,000,000 general aggregate.

Vendor will provide Universal Screen Arts, Inc. with a certificate of insurance evidencing the above. All policies must be responsive to include any lawsuits filed in the United States and Canada, name Universal Screen Arts, Inc. as an additional insured, and shall be endorsed to provide primary coverage with no contribution from Universal Screen Arts, Inc. for payment of claims with respect to this agreement. Coverage shall also be endorsed to provide vendor 90 days-notice of cancellation, and vendor shall be responsible to notifying Universal Screen Arts, Inc. within the same 90 days; along with evidence that replacement insurance coverage is in place. Policies shall not include a deductible or self-insured retention above \$10,000 per occurrence and vendor shall be responsible for payment of any and all deductibles required by their insurance. In addition, all policies shall contain a waiver of subrogation in favor of Universal Screen Arts, Inc.

Annually, Vendor shall provide Universal Screen Arts, Inc. with a certificate of insurance evidencing such coverage by the effective date of the renewal of such coverage.

Email copies to compliance@woecatalog.com or mail to:
Universal Screen Arts, Inc.
5581 Hudson Industrial Parkway
Hudson, OH 44236
ATTN: Purchasing Dept.

PROPOSITION 65

As of August 30, 2018, new regulations under Prop 65 (California Health & Safety Code sections 25249.5 *et seq.*; California Code of Regulations Title 27 Section 25601 *et seq.*) suggest that manufacturers and suppliers need to be even more knowledgeable and responsible for what chemicals are in their products. Under California Prop 65 it is a violation to expose customers to any detectable amount of over 1,000 chemicals, unless they are made aware of the related potential exposure to such chemicals through a specified clear and reasonable warning before purchasing the product. The new regulations indicate that the name of at least one of the chemicals present in the product appear in the warning. If a chemical cannot be avoided, in order to withstand the warning requirement for a product that contains or otherwise causes and exposure to it, it must be kept to a level that is below that posing no significant risk of cancer and no observable effect of reproductive harm within the meaning of Proposition 65's regulations. To learn more about Proposition 65 and what the law requires of manufacturers/suppliers, visit this website: <https://oehha.ca.gov/proposition-65/about-proposition-65>

Universal Screen Arts, Inc. (USAI) expects that Proposition 65-listed chemicals be avoided in materials, product formulas, packing materials, etc. in the first instance. If a chemical cannot be avoided, we will need to provide warnings for the product. You are required by law to provide a written notice to us, (to be updated semi-annually until the fall of 2019 and then annually thereafter). This will ensure we are knowledgeable about what the product contains so we can warn appropriately. Instructions and example can be found in the following pages.

*If requested, test results and/or an exposure assessment resulting from such tests must be furnished within 48 hours.*In the event, you fail to provide us with the semi-annual and annual notices required by Proposition 65's new regulations and the associated information described above, we will not be in a position to provide warnings for your products on our websites and you will bear full responsibility for any alleged compliance failures or related assessments that have resulted in the product not being warned for as Proposition 65 requires. In that regard, if Universal Screen Arts, Inc. receives any notices or claims alleging that your product is in violation of Prop 65, you, as our supplier, shall be required a matter of the terms of our purchase orders and this vendor compliance manual to indemnify, defend, and hold harmless Universal Screen Arts, Inc. and all of its related corporate entities and brands, directors and officers, agents and assigns, employees and direct or indirect customers from the information you have or have failed to provide to us.

Proposition 65-Vendor Procedures ***Product Forms***

The below new Prop 65 information has been added to our Product Information Forms. Below are instructions on how to complete this section. **This is a mandatory field for all new items. We cannot move forward with orders until we have all the necessary information. To be able to do business with us, USAI is expecting all products to have the PROP 65 tests completed and that all vendors should be able to complete our forms.**

THIS IS A REQUIRED FIELD. WE CANNOT PLACE PURCHASE ORDERS UNTIL THIS SECTION IS COMPLETED.

Section 1: For items only offered in one color. If your product is offered in more than one color go to section 2.

You can find the Prop 65 chemicals and their limits here: <https://oehha.ca.gov/proposition-65/chemicals>

Is your product free, and/or within the specified limits, of the 4 most common Prop 65 chemicals: Lead, Cadmium, Phthalates, and BPA.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>
Is your product free, and/or within the specified limits, of any other chemical that would trigger a Prop 65 warning in California?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unknown <input type="checkbox"/>

If unknown for any of the above please provide reason:

Section 2: For items offered in more than one color.

You can find the Prop 65 chemicals and their limits here: <https://oehha.ca.gov/proposition-65/chemicals>

Color Name							
Free, and/or within the Prop 65 specified limits of Lead, Cadmium, Phthalates, BPA.	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	No <input type="checkbox"/>	No <input type="checkbox"/>	No <input type="checkbox"/>	No <input type="checkbox"/>	No <input type="checkbox"/>	No <input type="checkbox"/>	No <input type="checkbox"/>
	Unknown <input type="checkbox"/>	Unknown <input type="checkbox"/>	Unknown <input type="checkbox"/>	Unknown <input type="checkbox"/>	Unknown <input type="checkbox"/>	Unknown <input type="checkbox"/>	Unknown <input type="checkbox"/>
Free, and/or within the specified limits, of any other Chemical that would trigger a Prop 65 warning in California.	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	No <input type="checkbox"/>	No <input type="checkbox"/>	No <input type="checkbox"/>	No <input type="checkbox"/>	No <input type="checkbox"/>	No <input type="checkbox"/>	No <input type="checkbox"/>
	Unknown <input type="checkbox"/>	Unknown <input type="checkbox"/>	Unknown <input type="checkbox"/>	Unknown <input type="checkbox"/>	Unknown <input type="checkbox"/>	Unknown <input type="checkbox"/>	Unknown <input type="checkbox"/>

If unknown for any of the above please provide reason:

SECTION 3: IMPORTANT INFORMATION. PLEASE READ

By checking that your product is FREE of chemicals and/ or within the Prop 65 specified limits, you confirm that you have supporting documentation, which, if requested, can be sent to us within 2 business days. If so, no further action is required at this time.

By checking that your product is NOT FREE of chemicals and/or within the Prop 65 specified limits, you confirm that you have supporting documentation, which, if requested, can be sent to us within 2 business days. In addition, the law requires you to inform us, in a separate written notice, if your product **DOES** require a California Prop65 warning. There are instructions and an example of this notice in our VCM at: www.universalscreenarts.com/vendormanual.pdf

Does your product have a Prop65 warning label on it? If yes, please send image of label (based on regulations effective 8/30/2018), as well as the location of label.

The unknown boxes should be checked only if you are aware your item is a no or low risk item under Prop 65 and doesn't need testing. **It is USAI's expectation that all of our vendors test and know whether or not their products contain, or are over the specified limits of Prop 65 chemicals. If you believe your item does not need testing, you accept the risk and will be required to sign a waiver of liability.**

Testing

Under the Prop 65 regulations that are in effect as of August 30, 2018, a blanket warning is no longer acceptable. Customers must be warned, prior to purchasing a product, if the product contains a chemical known to the state of California to cause cancer, birth defects, and/or reproductive harm. This warning must include the chemical it contains as well as what it causes. Because of this new regulation the only way to properly warn is to know what is in the product through a valid test.

It is the vendor's responsibility to find a certified testing facility to test the product for Prop 65 compliancy. There are over 1000 chemicals on the Prop 65 list, but please note you will not need to test for all chemicals. The lab will be able to give you guidance, based on the makeup of your product, on what chemicals you need to test for.

Instructions for Passing Test Results:

- At this time, we are not requiring passing test results be sent. However, if requested, they must be furnished within 48 hours.

Instructions for Failing Test Results:

- If the product fails, a written notice must be provided (by law). For your reference, an example written notice is included in this document. Your written notice does not have to be this exact format, however, it must include the below information:
 - Product Name
 - Our Product # (If known)
 - Proposition 65-listed chemical or chemicals it contains*
 - What effects that chemical/each of those chemicals are listed for under Proposition 65. (e.g., Either cancer, reproductive harm, or both)
 - A Statement like the following: This product may result in an exposure to (list chemical here. Ex. Lead), which is known to the state of California to cause (list effects here. Ex. Cancer) Please warn your customers accordingly.

** Please note that each written notice is to be updated annually. **

If you have any questions, please contact the buyer that you have been working with.

Proposition 65 Written Notice Example

Date: 6/20/18

To whom it may concern,

This letter to inform you that item #12345, Ceramic mug, was tested at the SGS facility in Shanghai China. Below are the results.

Item #: 12345

Description: Ceramic Mug

Contains Chemical(s): **Lead & Cadmium*

Causes: **Cancer, Reproductive harm*

This product may result in an exposure to Lead and Cadmium, which is known to the state of California to cause cancer and reproductive harm. Please warn your customers accordingly.

Sincerely,

Joe Smith

ABC Manufacturing

123-456-7891

joesmith@abcmanufacturing.com

*****The listed chemicals and causes are just examples. It is your responsibility to list the proper chemical along with their causes*****

Signature: _____ Date _____

PURCHASE ORDER TERMS & CONDITIONS

STOCKED PRODUCT

- All merchandise must be delivered in-house by **DATE REQUIRED** on any P.O. Any delivery extensions must be **requested via e-mail or phone** to the contact listed on the P.O. Approval will be communicated via returned phone, or e-mail if accepted. USAI reserves the right to cancel or adjust any PO which arrives after Date Required without pre-approval of delivery extension.
- Failure to meet delivery requirements may result in a **5% deduction** off invoice for the value of the late merchandise for each week **beyond the agreed upon ship date**.
- Purchase Order information on delivery dates and prices are binding, unless communicated and **authorized** via fax, phone or e-mail.
- Purchase Orders shipped early without prior request will be paid according to the original due date and terms.
- Purchase Orders will be sent via email.
- Purchase Orders must be acknowledged within 48 hrs. by return email, fax or phone.
- **Purchase Orders must be confirmed to purchasing agent listed on the bottom of the P.O.**
- **All email correspondence: Subject line of email must state USAI's P.O. number.**
- All P.O.'s shipped to USAI must be individually bagged or boxed and labeled with the USAI item number and size as negotiated. Otherwise, a charge back for in-house prep will be issued, or the merchandise returned.
- Two shipments are acceptable per P.O. Shipping expenses will not be paid on balances after the first shipment. Partial shipments must be approved by the Purchasing Department. If partial shipments are approved, please invoice only for the quantity shipped.
- Backorders are **NOT** to be cancelled unless authorized by Purchasing.
- No substitutions will be accepted without prior authorization from Purchasing
- Purchase Order acceptance is a **binding contract, with legal ramifications if not adhered to.**
- All duplicate shipments will require a UPS, Fed Ex or truck Call Tag at the expense of the vendor. USAI is not responsible for duplicate shipments. A deduction for shipping and labor will be taken off the invoice for vendors who do not provide a call tag or other method to return product.
- Any unwanted goods delivered in excess of the P.O. or before the delivery date may be returned at the vendor's expense and charge back fees will be incurred for handling and storage costs.
- We reserve the right to keep an over shipment if we deem the goods are needed.
- Note that, unless special requests have been arranged, we sell all catalog product on 3rd Party Marketplace online sites under Universal Direct Brands. If MAP pricing has been advised, we comply.

The vendor will not make any changes to the P.O. unless done with the Purchasing Department's written instructions/approval.

DROP SHIP VENDOR PROCEDURES

- USAI will send a cover sheet providing the number of orders in the packet and an original packing slip for each actual order. Do not use this label for shipping purposes, as the tracking information will not be valid when shipping from your location. Orders can be sent via electronic file. E-mail ds@woecatalog.com for information on this service. Treat the main body of the order as a packing slip; put it into the carton so the customer has a record of what was ordered.
- **Please check each packing slip carefully for QUANTITIES ORDERED.**
- **You MUST provide confirmation of shipment**, as invoices will not be paid until we know the merchandise has been shipped. Please email ds@woecatalog.com or fax this notification to 1-330-650-5137. The email address can be built directly into your carrier system for automatic notification.
- When invoicing, please reference our order number and customer name from the packing list, or send a photocopy of each order. Itemize the following on each invoice: item cost, drop ship fee and actual freight charges unless item is shipped third party. No more than 10 orders per invoice will be accepted.
- Unless otherwise authorized, each shipment must ship via a minimum traceable ground carrier service or use the previously agreed upon shipper. (Larger items may be shipped via truck. You will be contacted concerning that special service.)
- **Drop Ship vendor may not include any materials or vendor contact information (including websites, vendor name, address, phone, etc.) without prior written approval from Merchandise Buyer.**
- **Collection, retention or use of any customer information is strictly forbidden beyond what is required to fulfill the drop ship order. We will protect our customer's privacy and our interests to the full extent of the law.**
- FYI: If the shipment is a gift order, our shipping label will indicate the different "ship to" address and the packing slip you receive will not show retail prices.

CREDIT & BILLING FOR DROP SHIP

- Invoices should cover no more than 10 orders and include:
 1. Customer Name
 2. USAI Order Number
 3. USAI Item Number
 4. Drop Ship Fee (if any)
 5. Shipping Costs (unless shipped 3rd party)
 6. Credit Memos for goods not being replaced should include shipping charges.
- In the event that an item is lost, damaged, or defective upon arrival a no charge invoice must be forwarded for the replacement order.
- In the event a no charge replacement cannot be sent the new invoice will be held pending receipt of a credit memo for the original amount.
- Replacement orders are issued if the error was ours: if you require a new order number to resend - use the original number and replace the letter "Z." (This indicates the order is a replacement and is processed accordingly.)

(This indicates the order is a replacement and is processed accordingly.)

We expect all credits to be processed in a timely fashion and credit memos to be received at our location within 30 days.

QUALITY CONTROL

Merchandise of poor or inferior quality **WILL NOT** be received.

- Style changes or substitutions **WILL NOT** be accepted, unless pre-authorized.
- Defective and inferior merchandise cost will be deducted from the invoice and the vendor will be notified.
- All products requiring preparation for sale (see Purchase Order Terms and Conditions) without advance agreement will be subject to a minimum labor fee for the first hour, and a fee for each additional hour as noted in our charge back schedule(\$25/hour).
- Due to the cost of processing paperwork and shipping, all merchandise failing our quality inspection under the cost value of \$50.00 cost **WILL NOT** be returned. Product totaling \$50.00 or more will be returned at vendor's request and expense. Please note on invoices if a return authorization is required when returning product.
- Short shipments discovered upon receipt are subject to equal deductions off invoice. Vendor will be notified.
- Bags with suffocation warnings required.

The following guidelines are required when shipping the products listed below:

Jewelry must be hypoallergenic. **Please include anti-tarnish strips in each individually bagged piece of jewelry.** Watches must have written warranties and clear instructions for changing the battery. To increase battery life of watches, battery life strips must be inserted to deactivate the time function.

Apparel must have sewn in labels or stamped onto garment showing all information required by law such as care, fabric content, country of origin, and size. All apparel is to be shipped flat in individual poly bags without hangers unless otherwise requested. Sizes and styles must be segregated in individual master cartons. Children's Apparel must meet flammability standards. Hoodies and other children's apparel cannot have drawstrings or corded closures.

Electrical items must be UL, ETL or CETL listed and properly labeled. Operating instructions or directions are to be included for all items requiring them, such as radios, games, or items needing some type of assembly.

Food/Skincare/Pain Creams/Ingestible items must be sealed and have all information required by law including ingredients and nutritional information listed on the package. The expiration or fresh date must be clearly marked on each package. Items 6 months prior to expiration or less will not be accepted.

Furniture pieces must be packaged to ensure that the package can withstand shipping to its final destination, our customer. Sufficient packaging around all surfaces is

required. Product packaging must pass the industry standard drop test. Products intended for decorative use only must include labeling stating this fact. If required include assembly instructions.

Lamps are to be packaged in the same cartons as the shades whenever possible. If lamps and shades must be packaged in two cartons, written approval must be received from the buyer. All lamps must have attached label specifying bulb wattage limitations. UL, CETL or ETL certification required on any lamp with a cord.

Children's Products (jewelry, clothing, sleepwear, toys, etc.) intended for children under 12 years of age must pass all U.S. Consumer Product Safety regulations. Vendor confirms that children's product test report plus Children's Product Certificate from a CPSC-accredited lab can be sent to USAI within 2 business days, if requested. We must be made aware of any age limitations (i.e. ages 3 and up). Sleepwear must pass all standards for flammability.

PACKING & LABELING INSTRUCTIONS

Non Compliance without written authorization from your USAI Buyer will result in a chargeback. See page 19.

Domestic

- Purchase Order number is required on all shipping documents and invoices.
- Packing Slips must accompany shipment and must be clearly labeled as such within the lead carton. **Please include a contact name and e-mail address for shipment questions.**
- USAI will **NOT** pay late charges on any non-compliant invoices, regardless of the date of payment.
- All quantities shipped by vendor must appear on invoices and packing slips as **each**, not dozens or fractions of dozens. Invoices and packing slips must match the quantity of product being shipped.
- Vendors may be asked to supply individual re-shipper cartons for odd shaped and large items. Re-shipper cartons must be free of any vendor information, i.e. name, address, etc.
- **We require each individually packaged item to be labeled with the USAI item number on the exterior. Books and other media do not need to be labeled if the title is plainly visible. Jewelry must be bagged with anti-tarnish strips in each bag.**
- **Suffocation Warning Labels must be on plastic bags with >5" opening.**
- Vendor will ensure that any third party supplying packaging for goods complies with USAI's standards.
- USAI is not responsible for goods damaged in shipment. The vendor is responsible for insuring the product until title passes to USAI.

- Multiple Purchase Orders will need prior authorization to be shipped in a single carton, and will only be accepted if bagged, separated, and labeled with individual Purchase Order numbers.
- Multiple shipments of small cartons on the **SAME DAY** should be labeled and packed into a master carton to reduce shipping charges.
- All large shipments must be on pallets when shipped by freight carrier.
- All **samples** must be shipped and invoiced separately.
- Do not ship samples with stock orders. Mark the outside of the samples box “Samples” and send to the appropriate location as requested by the buyer. Note we have buying offices in 4 locations. Please be sure to ship accordingly.
- All compact discs and cassettes must be packed in cushioned material to prevent damage in transit.
- Books **DO NOT** require shrink-wrapping, unless noted on the PO.
- **If certain packaging criteria is met, it may be possible to waive labeling requirements—please meet with your merchandising contact for more information.**

WARNING LABEL INSTRUCTIONS

Items placed in individual plastic bags intended to go directly to consumers must have Suffocation Warning Labels printed on or printed on a label affixed to the bag.

“Warning: To avoid danger of suffocation, keep this plastic bag away from babies and children. DO NOT use this bag in cribs, beds, carriages, or play pens. This bag is not a toy.”

Toys that are packaged in plastic bags must have a “disposal of bag” warning printed on the bag, or a sticker with the warning must be attached to the bag. All toys should be marked with proper age requirements.

Instructions are to be included with any item requiring batteries or assembly of any kind. Please review instructions for clarity and ease of assembly.

**** SEE WARNING STATEMENTS BELOW ****

A) For toys/games containing small parts, the following warning is required:

/!\ WARNING

CHOKING HAZARD—This toy (or game) contains small parts.

Not for children under 3 years.

B) For toys/games containing small balls, the following warning is required:

/!\ WARNING

CHOKING HAZARD—This toy (or game) contains small balls.

Not for children under 3 years.

C) For toys/games containing small marbles, the following warning is required:

/!\ WARNING

CHOKING HAZARD—This toy (or game) contains marbles.

Not for children under 3 years.

D) For toys/games containing balloons the following warning is required:

/!\ WARNING

CHOKING HAZARD—**Children under 8 years** can choke or suffocate

On deflated or broken balloons. **Adult supervision is required.**

Keep deflated balloons away from children. Discard broken balloons at once.

E) For toys/games containing small magnets, the following warning is required:

/!\ WARNING

CHOKING HAZARD—This toy (or game) contains small parts.

Not for children under 3 years.

*Non-compliance with the above will result in a charge back and we reserve the right to request a call tag and ship back.

VENDOR FREIGHT ROUTING GUIDE

Your cooperation and compliance is required with the following routing instructions.

- Clearly mark each carton with shipper and consignee name and address, Universal Screen Arts, Inc. Purchase Order number, our part number, and invoice number if possible.
- Indicate the total number of cartons, number of pallets, and Universal Screen Arts, Inc. Purchase Order number on our carrier's Bill of Lading.
- Palletize and shrink wrap all cartons when possible.
- Combine multiple orders on one Bill of Lading.
- No PRETICKETING/PRICE TAGS are permitted, except books.
- Please forward the ASN Notification form that is sent with each purchase order to the email address provided on the form. *

Please contact our designated Third-Party Logistic Company:

If your shipment is less than 300 pounds please ship:

3rd Party FedEx GROUND. Account number will appear on our purchase orders

Or contact us the person who placed the purchase order.

If your shipment is 300 lbs. or greater, or is palletized, contact:

Ascent Global Logistics (GTS)

800.689.6255

ltl@onestopshipping.com

Please use your Purchase Order Location as a Guide to the following warehouse locations. If unsure, contact the person placing the purchase order:

**Universal Screen Arts, Inc. – Crossings Location
6279 Hudson Crossing Pkwy Suite 100
Hudson, OH 44236**

**Universal Screen Arts, Inc. – Main Location
5581 Hudson Industrial Parkway
Hudson, OH 44236**

*** Non-compliance with the above will result in a chargeback**

**Advance Shipment Notification (ASN)
Universal Screen Arts, Inc.**

Timely processing of your shipment is very important to us at USAI and you can help us in that effort. We can process your shipment more efficiently if you notify us of your shipment in advance.

Ship To: **Universal Screen Arts, Inc.**

Email To: asn@woecatalog.com

**See purchase order for
Correct ship to address**

PO# _____

Vendor _____

Carrier: _____

Tracking or Pro Number: _____

USAI Style Number

Vendor Style Number

Total Units

Units Per Carton

Please ensure USAI's P.O. number is stated in the email subject line.

Email the completed form to asn@woecatalog.com USAI Internal Use –

RC# _____

RETURN TO VENDOR INSTRUCTIONS

We purchase only first quality merchandise. Returns to vendor can occur for any of the following reasons:

Customer Returns are checked at our Distribution Center. Merchandise will be returned to the vendor for credit if item is deemed defective, not as sampled or in some cases, damaged in shipping due to insufficient packaging. Vendors will receive return requests via phone, fax or e-mail.

Over shipment of merchandise or the shipment of items not ordered will be returned to the vendor at their expense. This will include any product that a vendor ships against a purchase order that has been mutually cancelled.

Quality is expected to be up to our high standards. Shipments that do not meet our expectations will be returned.

Packaging has been discussed previously in this guide. If merchandise is received without proper packaging, the shipment may be returned at the vendor's expense or incur an invoice deduction equal to our finishing costs.

Taking merchandise credits on unpaid invoices is our policy for handling returns. If there are no outstanding invoices, the vendor will issue a check to Universal Screen Arts, Inc. for the amount of the credit within 30 days of receipt of the merchandise at the vendor's facility. Freight charges for all R.T.V. shipments as described above are the responsibility of the vendor and will be added to the merchandise credit, unless the vendor sends a call tag or utilizes third party freight billing. **All vendors are required to provide a valid shipping address for Universal Screen Arts, Inc. to return products.**

Product that does not meet sales expectations will require a vendor authorization for returns.

INVOICING GUIDELINES

- Purchase Order numbers are required on all shipping documents and invoices.
- Send all merchandise invoices to:

**Universal Screen Arts, Inc.
Attn: Accounts Payable
5581 Hudson Industrial Pkwy
P.O. Box 2599
Hudson, Ohio 44236-0099**

- **Or email to:**
invpayable@woecatalog.com
- Directing invoices any place other than Accounts Payable will slow payment. Only invoice for the quantity that is included in the shipment.
- The USAI item number and P.O. number must appear on the itemized invoice, along with the manufacturer's style number, quantity shipped and description of shipment.
- All discounts must be reflected on the individual line item on the invoice as per original binding Purchase Order.
- Invoices will be paid from receipt of goods at our warehouse, per the pre-negotiated credit terms.
- Include any early-pay financial discounts (2%15 Net30) on the invoice.
- All damaged goods are deducted from original invoice and replacements should be re-invoiced, if requested.

Non-Compliance with the above instructions can result in a charge back.

CHARGE BACK SCHEDULE

Charge back fees to our vendors may occur if the instructions in this compliance manual are not followed. The charges listed below are based on the actual losses (backorder expenses, in-house prep) to USAI for failure to follow these procedures. They are not intended to be punitive. Universal Screen Arts, Inc. reserves the right to collect charge back fees if problems persist. Reasons for charge backs may include, but are not limited to, delays in processing freight, incomplete or illegible paperwork, improper packaging, using improper ship methods, quality issues, or late delivery. This charge back schedule is in place and valid until future notice. If you are uncertain of what procedures are to be followed, contact your merchant. The following is a schedule of standard charge backs:

Routing Issues

Use of unauthorized carrier	Charge Excess freight charges
Incorrect classification creating excess charges	Excess freight charges
Unauthorized air freight	Entire freight bill
Shipped to incorrect address	Entire freight bill

Delivery Issues

Unauthorized late delivery of PO	Charge 5% Invoice per week late
----------------------------------	---

Note: All late shipments are expected to be shipped Express at vendor's expense

Receiving Issues

Merchandise not ordered, no open P.O.	Charge \$200 + Freight
Wrong/Incorrect merchandise	\$200 + Freight
Master cartons not properly sealed	\$200
Cartons not properly marked	\$200

(No purchase order, no quantity listed on outside of carton, no vendor name, no packing list)

Quality Inspection

100% Inspection to find acceptable merchandise	Charge \$25 per hour
--	--------------------------------

Packaging Problems

Re-boxing or Bubble wrapping (large items)	Charge \$5.00 per unit + \$25/hour
Re-boxing or Bubble wrapping (small items)	\$2.50 per unit + \$25/hour
Polybag	\$1.50 per unit + \$25/hour
Seal Polybags	\$1.00 per unit + \$25/hour
Failure to label SKU and description	\$1.00 per unit + \$25/hour
Incorrect labeling of merchandise	\$1.00 per unit + \$25/hour
Repair of damaged goods (variable charge)	\$10.00 per unit + \$25/hour
Substitution Letters or other notification to Customers	\$1.00 per unit
Lack of tarnish strips with jewelry	\$1.00 per unit + \$25/hour
Damage to ship alone items	Merchandise Cost Plus 2x

INTELLECTUAL PROPERTY RIGHTS

USAI requires all suppliers to complete the seller's warranty on our product sheet to maintain compliance with all intellectual property right laws. All suppliers will be held accountable for any monetary losses due to intellectual property or trademark infringements.

Vendor fully indemnifies USAI and its associated companies (Universal Screen Arts, Signals Catalogue Corp, What on Earth Catalog, Bas Bleu, Support Plus, Catalog Classics, Acorn, Shop PBS, Daedalus and Universal Direct Brands) from any and all claims that may arise from trademark or copyright infringement; product safety or recall issues.

Suppliers are also prohibited from sharing information concerning any items carried in all USAI catalogs, i.e. pricing and sales volume.

PLEASE NOTE: SOME OF OUR CATALOG TITLES MAIL TO CANADA.