

## ROUTING GUIDE

1. **INTRODUCTION:** At Steal Network we are passionate about serving our customers and suppliers in the best way possible. Our efficient fulfillment center operation ensures we ship most customer orders within 24 hours, a standard that requires your help to maintain. This Routing Guide (“Routing Guide”) contains instructions and fees that apply to Products shipped to Steal Network and which need to be followed in order to feature your products on our website as quickly and accurately as possible. The better the experience we create for customers, the more they will be endeared to your brand and products.

This Routing Guide is incorporated into and subject to the Supplier Agreement in effect between Steal Network and Supplier. Terms not defined herein shall have the same meaning as set forth in the Supplier Agreement. This Routing Guide was last modified, published and made effective as of May 2, 2013 and supersedes all previous Routing Guides. A current version of the Routing Guide can be accessed at: [www.stealnetwork.com/supplier/routingguide](http://www.stealnetwork.com/supplier/routingguide).

2. **DEFINITIONS:**

- 2.1. “Bill of Lading” means a document issued by a freight carrier detailing the type, quantity, destination and other information related to Products being shipped by such freight carrier.
- 2.2. “Box” means a plastic or cardboard box used to pack, store and transport Products.
- 2.3. “FOB” means freight on board and indicates where title and risk of loss to Products pass from Supplier to Steal Network. FOB is specified as either FOB Origin (Supplier’s warehouse or other location specified by Supplier) or FOB Destination (Steal Network’s warehouse or other location specified by Steal Network).
- 2.4. “Invoice” means a document prepared by Supplier and submitted to Steal Network requesting payment in accordance with the Purchase Order. “Invoice” also means a document prepared by Steal Network and submitted to Supplier requesting payment for fees or costs incurred due to receipt of Non-Conforming Products.
- 2.5. “LTL” means Less Than Truckload and is a shipment that requires less than 48 linear feet of truck space.
- 2.6. “Packing List” means an itemized list of Products included with each shipment specifying the Purchase Order number, quantity and description of Products.
- 2.7. “Pallet” means a reusable platform usually made of wood, on which freight is loaded.
- 2.8. “Payment Terms” means the agreed-upon time for payment specified in the Purchase Order.
- 2.9. “Products” means goods supplied by Supplier to Steal Network.
- 2.10. “Promise Date” means the date Products must be physically present at the specified FOB location. For FOB Origin, the Products must be ready for pickup by the Promise Date. For FOB Destination, the Products must be physically present at the FOB Destination by the Promise Date. Promise Date is agreed to when the Purchase Order is cut.
- 2.11. “Purchase Order” means a document created by Steal Network and transmitted to Supplier respecting Steal Network’s offer to purchase Products from Supplier. A Purchase Order sets forth the description, quantity, price, payment terms, and other terms and conditions.
- 2.12. “Routing Notification Form” is a form that must be submitted by Supplier to Steal Network via email prior to shipping Products to Steal Network. The Routing Notification form is located at the end of this Routing Guide.
- 2.13. “Soft Goods” means goods that are soft to the touch, such as clothing and other textile goods. Soft Goods includes, but is not limited to clothing, fashion accessories, blankets, plush toys, backpacks, diaper bags, and handbags.
- 2.14. “Supplier” means any person, corporation, partnership or other legal entity who supplies Products to Steal Network pursuant to the Supplier Agreement.
- 2.15. “Variant” means a stock-keeping unit (SKU) that uniquely identifies a Product.

3. **ROUTING.**

- 3.1. Supplier must complete an online Routing Notification Form as soon as all shipment details are available. Each shipment must have a separate Routing Notification Form. Once the Routing Notification Form has been received by Steal Network’s Trafficking Department, Steal Network will send all necessary carrier information to Supplier via email. The Routing Notification Form can be accessed at: [https://stealnetwork.com/supplier/routing\\_notification.php](https://stealnetwork.com/supplier/routing_notification.php).
- 3.2. All deliveries are made Monday – Friday, 9:00 am – 4:30 pm Mountain Time.

4. **SHIPPING STANDARDS.** (See Section 15, “Fee Schedule”, for a summary of all fees associated with Sections 4 – 14.)

- 4.1. Supplier may not ship Products from one Purchase Order in multiple shipments without prior approval from Steal Network. All Boxes associated with a Purchase Order must be shipped together. Where the volume of Products in a Purchase Order exceeds one truckload, Supplier must receive approval from Steal Network’s Trafficking Department prior to shipment.



- 4.2. Shipping weights and dimensions associated with a Purchase Order shipped FOB origin (freight collect) and provided by Supplier via the Routing Notification Form (located online at [https://stealnetwork.com/supplier/routing\\_notification.php](https://stealnetwork.com/supplier/routing_notification.php)) shall be accurate.
  - 4.3. Products must be physically present at the FOB location by the Promise Date agreed to when the Purchase Order was cut.
  - 4.4. Supplier shall not ship unordered Products.
  - 4.5. Products (style, number, size, color, etc.) and quantities received, identified on the Packing List and Purchase Order must match.
5. **PALLETIZING.**
- 5.1. All freight must be palletized. Exceptions may be granted upon prior written approval from Steal Network's Trafficking Department.
  - 5.2. Palletized Product must be stretch-wrapped to prevent Products from slipping or falling while in transit.
6. **PACKING.**
- 6.1. Products from multiple Purchase Orders may not be mixed in a single Box.
  - 6.2. Products with mixed Variants on a Pallet or in a Box should be avoided when there is sufficient volume of one Variant to make a full Pallet or Box. If necessary, Products containing more than one Variant loaded on the same Pallet or placed in the same box must contain a "MIXED" sign on the Pallet or Box. *(Not applicable to scrapbooking Products.)*
7. **BILL OF LADING.**
- 7.1. A Bill of Lading must accompany each shipment (excluding parcel shipments).
  - 7.2. The Bill of Lading must contain the following:
    - 7.2.1. Purchase Order number
    - 7.2.2. Number of Boxes
    - 7.2.3. Complete destination address including street, city, state and zip
    - 7.2.4. Seal number (for full containers)
8. **PACKING LIST.**
- 8.1. A packing list must accompany each shipment.
  - 8.2. Each Packing List must contain the following:
    - 8.2.1. Purchase Order number
    - 8.2.2. Supplier style/model numbers
    - 8.2.3. Size range and color assortment per style as stated on the Purchase Order
    - 8.2.4. Quantity shipped per Variant
    - 8.2.5. Total units per shipment
    - 8.2.6. Total Boxes per shipment
    - 8.2.7. Trailer seal number for full trailers/containers
  - 8.3. In the event multiple trailers or containers are necessary to ship Products, an itemized Packing List must accompany each trailer or container.
9. **LABELING.**
- 9.1. Each Product must be labeled with a complete SKU or UPC, which must be visible reasonably accessible. *(Not applicable to scrapbooking Products.)*
  - 9.2. Each Pallet must be marked with the following:
    - 9.2.1. Purchase Order Number
    - 9.2.2. Number of Boxes on Pallet
  - 9.3. Each Box must be marked with the following:
    - 9.3.1. Purchase Order number
  - 9.4. Product may contain only a price tag from a manufacturer or brand owner.
10. **SOFT GOODS/JEWELRY.**
- 10.1. All Soft Goods and Jewelry must be individually poly bagged and sealed.
  - 10.2. All Soft Goods and Jewelry must be individually stamped, tagged, labeled, or otherwise identified with the following:
    - 10.2.1. Size
    - 10.2.2. Style and/or model number
    - 10.2.3. Color



10.2.4. Product Name

10.3. Unless otherwise specified in the Purchase Order, all Soft Goods and Jewelry with coordinate groups/sets must be shipped complete.

10.4. Do not indicate on the exterior of the Box that the items enclosed are jewelry or have a “high value”.

**11. MISSING INSTRUCTIONS AND PARTS.**

11.1. Products must be supplied with all parts and accessories.

11.2. Products shall be supplied with assembly instructions and general instructions.

**12. SHELF LIFE.**

12.1. Where applicable, all Products containing expiration dates must be received by Steal Network containing a minimum of 365 days of shelf life. Product expiration dates must be uniform within each Box.

**13. PRODUCT INSPECTION.** Steal Network has fifteen (15) business days from the date it receives the Products to inspect them and notify Supplier of any Non-Conforming Products and Steal Network’s decision regarding them. If Steal Network does not reject a Product within the fifteen (15) business day period, and the grounds for rejecting them would have been readily discoverable during Steal Network’s routine inspection procedures, the Product will be deemed accepted by Steal Network. Steal Network will notify Supplier of any latent Non-Conforming Products, which would not have been discovered during Steal Network’s routine inspection procedures, within thirty (30) days after Steal Network discovers them.

**14. PURCHASE ORDERS AND INVOICING.**

14.1. Invoices must be emailed to Steal Network’s Accounts Payable Department – [ap@stealnetwork.com](mailto:ap@stealnetwork.com). No other invoice delivery method is permitted. **See below for Accounts Payable Department contact information.**

14.2. Do not include Invoices with shipments. Only packing Lists and Bills of Lading should accompany shipments.

14.3. All invoices must reference a complete Variant per line.

14.4. Invoice cost must match Product cost as listed on the Purchase Order.

14.5. As a condition to payment, Supplier must be able to provide proof of delivery; such as a signed copy of the Bill of Lading or tracking numbers for shipments sent via ground carrier, as requested.

14.6. Failure to adhere to the invoicing requirements herein will result in delayed processing and payment.

**15. FEE SCHEDULE.**

Item #	Compliance Violation	Fee	Section
1	Products from one Purchase Order shipped in multiple shipments without prior approval	\$25 per occurrence plus actual cost of freight for each shipment after the first shipment if shipped FOB origin	4.1
2	Shipping weights and dimensions associated with a Purchase Order shipped FOB origin (freight collect) are inaccurate.	The difference in shipping cost paid by Steal Network between the quoted rate and the actual invoiced amount.	4.2
3	Products not physically present and made available to Steal Network at the Specified FOB location on the agreed upon Promise Date	Cost concessions, cancellation of Purchase Order or returned to Supplier at Supplier's expense, in Steal Network's sole discretion	4.3
4	Receipt of unordered Product	In addition to returning Product to Supplier at Supplier's expense or disposing of such Product in Steal Network's sole discretion, if Supplier fails to authorize a return within 15 business days as set forth in the Supplier Agreement, \$25 per Variant up to a maximum fee of \$100	4.4
5	Products and quantities received, identified on the Packing List and Purchase Order do not match	\$25 per occurrence	4.5
6	Freight not palletized (unless Steal Network has waived the palletizing requirement in writing)	\$25 per Pallet	5.1
7	Palletized Product not stretch-wrapped	\$25 per Pallet	5.2
8	Products from multiple Purchase Orders mixed in a single Box	\$25 per Box	6.1



9	Failure to place a "MIXED" sign on a Pallet and/or Carton with mixed Variants	\$25 per Pallet and/or Carton	6.2
10	Bill of Lading incomplete	\$25 per occurrence	7.2
11	Packing List does not accompany shipment or is incomplete, OR an itemized Packing List is not included for each trailer or container with multiple trailers or containers in a single shipment	\$100 per occurrence	8.1 - 8.3
12	Product not labeled with a SKU or UPC	\$0.50 per Product	9.1
13	Pallet or Box not labeled correctly	\$25 per Pallet or Box	9.2, 9.3
14	Product contains an unapproved price tag	\$0.50 per Product	9.4
15	Soft Goods/Jewelry not individually poly bagged and sealed and properly stamped, tagged, labeled, or otherwise identified	\$0.50 per Product	10.1, 10.2
16	Coordinate Soft Goods/Jewelry shipped incomplete	\$0.50 per Product	10.3
17	Products supplied with missing parts	Cost concessions, cancellation of Purchase Order or returned to Supplier at Supplier's expense, in Steal Network's sole discretion	11.1
18	Products supplied without assembly instructions or general instructions	Cost concessions, cancellation of Purchase Order or returned to Supplier at Supplier's expense, in Steal Network's sole discretion	11.2
19	Products containing expiration dates received without a minimum of 270 days of shelf life	Cost concessions, cancellation of Purchase Order or returned to Supplier at Supplier's expense, in Steal Network's sole discretion	12.1
20	Invoice does not contain complete Variant	\$10 per invoice	13.4
21	Invoice cost does not match Product cost as listed on the Purchase Order	\$10 per invoice	13.5


**16. CONTACT AND ADDRESS INFORMATION**

**16.1. Distribution Center – Salt Lake City, UT**

<b>Receiving Hours</b>	Monday - Friday, 9:00 am - 4:30 pm Mountain Time
<b>Address</b>	Steal Network, LLC 1385 Swaner Road Dock 4 Salt Lake City, UT 84104
<b>Trafficking Department</b>	E-mail: trafficking@stealnetwork.com Phone: 801.326.4272
<b>Receiving Department</b>	E-mail: receiving@stealnetwork.com Phone: 801.326.4272

**16.2. Corporate Office**

<b>Address</b>	Steal Network, LLC 2181 California Avenue Suite 400 Salt Lake City, UT 84104
<b>Accounts Payable</b>	E-mail: ap@stealnetwork.com Phone: 801.326.4280 Fax: 888.819.9880

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