DOMESTIC VENDOR MANUAL

Operational requirements for DXL Group domestic vendors and service partners

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How to Use This Manual

Use the quick-start checklist below before producing, packing, routing, or shipping DXL Group merchandise.

Share the applicable sections with each responsible factory, mill, EDI, packaging, logistics, and compliance contact.

Obtain written approval before shipping any order that does not meet a stated requirement.

Maintain current contact information and ensure all approved facilities understand and follow the requirements.

Quick-Start Checklist

☐ Complete vendor profile, insurance, audit, and responsible sourcing documentation.

☐ Confirm EDI readiness, UPC data, ASN accuracy, UCC-128 approval, and invoice transmission.

☐ Verify carton quality, dimensions, weight, markings, SKU integrity, and label placement.

☐ Request routing within the required lead time and use only authorized carriers and documents.

☐ Escalate exceptions in writing before shipment. DXL Group buyers are not authorized to waive Vendor Compliance standards.

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Governance, Roles, and Vendor Onboarding

Overview of Responsibilities included but not limited to:

Vendor Compliance sends the onboarding package after receiving a request from an authorized Global Sourcing or Merchant partner. The package may include the following documents and evidence requirements:

- Agreement – Mill and Vendor
- Vendor profile which will include factory profiles
- Vendor Code of Conduct – Annual process
- Vendor Standards / XPCC Attestation
- Vendor compliance contact form
- A request for a blank invoice
- A current Certificate of Insurance
- Conflict Minerals report

Unauthorized Processes

EDI Non compliance/Chargebacks

DXL Group will issue chargebacks for any and all EDI noncompliance issues including but not limited to: unable to receive 850 purchase order; no 856 ASN transmission; 856 transmission is incorrect or was not received prior to the arrival of the shipment at DXL Group's distribution center; failure to consolidate POs into one ASN per shipment / BOL / direct import container at the rate of $100.00 per purchase order plus $1.00 per carton.

For Vendors shipping outside of the US: If an ASN isn't transmitted (7) seven calendar days for container shipments and (3) three calendar days for an air shipment after the shipment leaves, a 5% merchandise invoice deduction up to a maximum of $2,000 per ASN will be taken.

For Vendors shipping inside of the US: ASNs must be transmitted once the shipment leaves your property

Failure to transmit an 810 invoice or transmitting an 810 invoice with errors will result in a chargeback of $8 PER CASE/ max $2,000 per shipment.

If you have any questions or concerns regarding DXL Group's EDI program, documentation requirements and/or transmission standards please contact our EDI department at 781-828-9300 ext. 2509.

Unauthorized Late Shipment

Effective June 24, 2026, DXL is enforcing its Supplier Non-Compliance Chargeback Policy for all purchase orders that vendors know will ship after the stated **Do Not Ship After (DNSA)** date.
Any shipment that cannot meet the DNSA date must not be released to the freight forwarder without prior notification to and approval from the Sourcing Director. The Sourcing Director will review the situation and provide direction before the shipment is authorized to move forward.
As a reminder, the Supplier Non-Compliance Chargeback Policy will be assessed at **1.0% of FOB value per day, per shipment**.

Please also be advised that time-sensitive shipments may be evaluated for a transportation mode change from ocean freight to air freight. In such cases, the vendor will be responsible for the **sea/air difference.**
We appreciate your cooperation in ensuring timely communication and adherence to shipping requirements.

INACCURATE WEIGHT or CUBIC MEASUREMENTS: If the actual shipped (billed)

weight or cubic foot calculation is either less than or greater than the weight, pallet count or cubic foot calculation listed in the TMS; any incremental freight expense caused by the variance will be charged back in full; minimum charge $100.00.

Chargeback Policy

- *Please refer to the chargeback assessment chart for non-compliance with any of the aforementioned merchandise preparation and/or packaging requirements*

General Expectations:

As a business partner it is imperative to fully understand and follow the below requirements:

- Fully understand the contents of the vendor manual and adhere to the spirit in which it is intended to provide requirements and procedures for the general objective.
- Imperative as a business partner, that we maintain open communication and a supportive relationship. Equally committed to delivering quality product, the vendor ensures that each factory fully complies with our Code of Conduct/Vendor Agreement. All factories allocated DXL Group production must be pre-approved according to DXL Group requirements.
- DXL Group develops products in multiple ways including utilizing our vendor's knowledge of the market to inspire new designs. We encourage our vendor partners to submit new concepts on a regular basis.
- It is imperative to review and respond to communications provided by DXL Group in a timely manner.

Responsible Sourcing and Vendor Code of Conduct

Destination XL Group, Inc. (hereinafter referred to as "DXL") is dedicated to promoting good corporate citizenship throughout its business relationships. Therefore, DXL demands that its vendors, including those outside of the United States (collectively referred to as "Vendor" or "Vendor" interchangeably), adhere to standards of business practices that are in line with this principle. Specifically, DXL requires its Vendors to comply with the following standards:

Compliance with Applicable Laws

All Vendors must adhere to the legal requirements and standards of their industry as per the national laws of the countries where they operate. This includes compliance with the labor and employment laws of those countries and any relevant international laws. In case of a conflict between legal requirements and industry standards, Vendors must comply with the legal requirements of the countries where the products are manufactured for DXL, at a minimum. However, if the industry standards exceed the country's legal requirements, DXL will favor Vendors who meet those heightened standards. Vendors must also comply with all the requirements of applicable governmental agencies.

Human Rights and Employment Standards

CHILD LABOR

DXL has a strict policy against the use of child labor in the manufacturing of any products that it sells. We do not conduct business with any Vendor who employs child labor in any form, including contracting, subcontracting, or any other business relationships for the manufacture of their products. No individual shall be employed below the age of fifteen (15), except where the law of the country of manufacture allows employment of individuals below the age of fifteen (15), in which case the minimum age for employment shall be determined by the law of the country of manufacture.

Proof of Age documentation - The Vendor shall maintain official documentation for every worker that verifies the worker's date of birth. In countries where independent documents, birth certificates, or government-issued IDs are not available, the Vendor shall use some independent means for determining a worker's age (that is, medical assessment of development, other medical or religious records, or other means considered reliable in the local context).

- Vendors are required to follow all relevant rules and procedures regarding government permits and parental consent documentation, where applicable by law. They must also keep all relevant documentation on-site for inspection at all times.

- Childcare facilities must be separate from production areas, and children should not have access to production areas. Also, children who are under the local minimum age should not be allowed in the factory area at any time unless it is part of a guided tour or other unusual event (not involving production)

- Facilities employing young workers (workers between the ages of fifteen (15) and eighteen (18)) must follow all applicable laws and regulations concerning juvenile/young workers. This includes regular medical checks, proof of age documentation, complying with reduced work hours, night work regulations, and overtime limitations.

- No person under the age of eighteen (18) should undertake hazardous work. Vendors should have a system for identifying workstations and operations that are inappropriate for young workers according to applicable laws. Also, workers between the ages of fifteen (15) and eighteen (18) should wear a badge or uniform that identifies them as young workers.

- Vendors must comply with all regulations and requirements of apprentice or vocational education programs. They should be able to provide documentation that these are legally recognized programs. No informal arrangements of any kind are acceptable.

HUMAN TRAFFICKING AND SLAVERY IN THE SUPPLY CHAIN

DXL strictly prohibits any form of forced, prison, or bonded labor. Vendors must ensure that their workers are employed voluntarily. DXL will not purchase products from Vendors who use forced labor in any way during the manufacturing process, or in any of their contracting, subcontracting, or other relationships. Any Vendor who fails or refuses to comply with these standards is subject to immediate cancellation of any and all outstanding orders, refusal or return of any shipment, and termination of its business relationship with DXL.

The expectations outlined in this ethical sourcing policy are guided by the following international human rights and labor standards frameworks, and we expect that our Vendors will respect these internationally recognized human rights:

• The United Nations Guiding Principles on Business and Human Rights,

• The Ethical Trading Initiative (ETI) base code, and

• The International Labour Organization (ILO) fundamental conventions concerning rights at work.

In addition, all workers must be employed voluntarily and shall have the freedom to end their employment at any time without any penalty, given reasonable notice. The terms of employment shall be those agreed upon voluntarily by the worker.

- Employment Terms - The Vendor shall provide written contracts of employment to all workers, including migrant or non-local workers. The contracts should be in a language the workers understand and indicate their rights and responsibilities regarding wages, working hours, and other working conditions. In case a worker is illiterate, the Vendor shall communicate the terms of the contract orally.

- Employers are required to provide migrant workers with their employment contract before they are deployed. It is strictly prohibited to use supplemental agreements or engage in contract substitution, which involves replacing an original contract or any of its provisions with those that are less favorable.

- Vendors must exercise strict oversight when it comes to recruitment practices and ensure that any documents provided to prove that a worker is of adult age are thoroughly verified for authenticity. This includes verifying the proof of age documents provided by recruitment agents or training centers.

- The Vendor is prohibited from requiring workers to surrender or "deposit" their original passports, identity papers, travel documents, any other personal legal documents, or other valuable items upon starting employment. The Vendor must provide secure storage for employee documents upon written request from the employee. This storage must be reasonably and easily accessible to workers at all times without duress or unnecessary restriction

- Annual human trafficking training is conducted for DXL home office associates, Hong Kong office, and DXL vendors/vendors.

- Debt-bonded labor is prohibited; therefore, workers must not be charged any fees or expenses for recruitment, either directly or indirectly. This includes all costs related to travel, processing official documents, and obtaining work visas in both home and host countries.

- The Vendor is prohibited from withholding wages already earned by workers, imposing penalties that result in the repayment of wages, or punishing workers for terminating their employment for any reason. On the other hand, it is acceptable to offer bonuses to workers who fulfill the terms of their contract and meet reasonable conditions, such as regular attendance, punctuality, and maintaining good quality of work.

- Wage Advances - The amount of advances given to workers shall not exceed three months' pay or the legal limit, whichever is lower. To receive an advance, workers must follow the established factory rules that have been communicated to them. All advances must be properly documented, and their receipt and accuracy must be confirmed by the relevant worker in writing, through a signature, thumbprint, or similar means.

- Employees are not required to live in housing controlled by the Vendor. Non-local or migrant workers cannot be separated from general employee housing.

- Factory managers are prohibited from restricting the movements of workers who reside in company-provided housing. This means that they cannot monitor or chaperone workers without their consent. Workers must be free to leave the factory grounds at any time without fear of retaliation, and they cannot be required to perform any unpaid or mandatory overtime. This is known as the Freedom of Movement Vendor Controlled Residence policy.

- Vendors are prohibited from imposing unreasonable restrictions on toilet use, such as limiting the frequency or duration of use or restricting access to water. If workers express concerns about the safety of the areas surrounding their living quarters, factory management should provide resources to facilitate worker-led strategies for mutual protection and security. Employees should be allowed to receive visitors in their living quarters, subject only to reasonable rules established by the Vendor regulating night-time access.

SOCIAL RESPONSIBILITY AND COMPLIANCE AUDITS

- DXL Group requires vendors and approved facilities to meet its responsible sourcing expectations. Audits must achieve an overall grade of C or better. A result below C requires remediation through LRQA or DXL Group and a follow-up audit that achieves a passing result.

- As part of our ongoing commitment to ensuring decent and humane working conditions across our supply chain, we are requiring our vendors to participate in our assessment program. We have selected LRQA, a leading business risk and sustainability solutions provider, to be our partner.

- We recognize that facilities face many challenges in implementing a social responsibility program. We want to understand your challenges. We expect from our vendors a strong commitment to transparency. Your commitment can be demonstrated by openly sharing your challenges with our team and LRQA during the assessment and remediation process.

- DXL reserves the right to request additional extended audits covering any additional factory processes based on cultural changes.

ANTI-CORRUPTION, FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING

Vendors must respect employees' right to free association and collective bargaining without interference or penalty. The freedom to associate with others and engage in collective bargaining is a fundamental right that DXL believes must be protected. Individuals and groups must be allowed to come together and negotiate for their rights and interests. This is crucial for promoting a fair and equitable society that respects the needs and perspectives of all its members. Without the freedom of association and collective bargaining, individuals and groups may be left vulnerable to exploitation and abuse, and their voices would be silenced, therefore Vendors must ensure that these rights are inviolable.

- The Vendor must respect workers' right to unionize and collective bargaining, allowing union organizers access to employees.

- General Compliance Freedom of Association - Vendors shall comply with all local laws, regulations, and procedures concerning freedom of association and collective bargaining.

- In countries like China, where freedom of association is restricted or decided by the state, Vendors must ensure that they do not obstruct any parallel means of freely-elected representation. This includes allowing workers to gather, elect their representatives, and negotiate collectively without any fear of retaliation.

- Employees, including migrant or non-local workers, must be able to communicate with management about working conditions without fear of retaliation, intimidation, or harassment from any party involved.

- The Vendor must have a well-documented policy for handling and resolving grievances in the workplace, which should be communicated clearly to management and employees.

- Joint worker or management committees should have diverse representation, including workers from various departments, genders, and backgrounds.

- Vendors are prohibited from interfering with workers' organizations, including attempts to dominate, finance, or control them.

- Vendors are not allowed to deduct union membership fees or any other union fees from the wages of workers without obtaining their express and written consent. This is unless it is specified otherwise in freely negotiated and valid collective bargaining agreements.

- Vendors are not allowed to interfere with the ability of workers to establish their constitutions and rules, freely elect their representatives, organize their administration and activities, and formulate their programs. This means that workers have the right to do all of these things without any interference from Vendors.

- The Vendor is prohibited from negatively influencing or interfering with government registration processes or requirements for workers' organizations.

- Vendors must not show any favoritism towards one workers' organization over another which would interfere with the workers’ right to freedom of association.

- In cases where a single union represents workers, the Vendor shall not attempt to influence or interfere in any way in workers' ability to form other organizations that represent workers.

- Vendors are prohibited from shifting production or closing a factory to prevent the formation of a union, or as a reaction to the formation of a union, or any other legitimate exercise of the right to freedom of association and collective bargaining, including the right to strike. They are also not allowed to do so in an attempt to break up a union. If a factory is closing and there is a suspicion that it is being done to prevent or hinder the legitimate exercise of the right to freedom of association, the Vendor must provide verifiable evidence that can be evaluated.

COMPENSATION AND BENEFITS

Vendors must ensure that their employees are fairly compensated by providing wages and benefits that comply with the national laws of the countries where they operate. Such compensation should also be in line with the prevailing local standards but only if the local standards are higher than the national laws. Deductions from wages as a disciplinary measure are strictly prohibited. Vendors must ensure that any subcontractors they use also comply with these standards, if applicable.

- The Vendor must pay wages that meet at least the legal minimum or the local industry standards, whichever is higher, for a normal working week.

- The Vendor must ensure that overtime wages meet minimum legal or local industry standards for premium compensation rates.

- If a worker is paid on a piece rate, then they must receive payment for their normal and overtime work that meets at least the legal or local industry standards for compensation, whichever is higher. In case there are no legal or industry standards, the overtime piece rate wage must be paid at an appropriately higher rate than the piece rate wage paid for regular hours.

- The Vendor is required to provide the workers with a clear and understandable wage statement for every pay period. The statement should contain the number of days worked, the wage or piece rate earned per day, the number of overtime hours at each specified rate, bonuses, allowances, and legal or contractual deductions.

- Where legally allowed, "training" wages for any worker cannot exceed three months cumulatively.

- The Vendor is responsible for informing all employees, both verbally and in writing, about their wages, incentive systems, benefits, and bonuses to which they are entitled. This information must be conveyed in the language that the worker understands. Any form of misleading or dishonest practices related to wage commitments, payments, advances, or loans is prohibited.

- Time worked by all employees, regardless of compensation system, must be accurately documented using time cards or other reliable recording systems, such as electronic swipe cards.

- Workers are responsible for logging their hours by punching or swiping their time cards.

- The employer must accurately calculate, record, and acknowledge all forms of compensation, including hourly wages, piecework, bonuses, and incentives.

- All hours worked must be compensated with payment for the workers.

- Employers should not use wage deductions as a form of punishment or as a means to retain workers or their jobs. Additionally, employers cannot deduct wages from employees for services or goods provided, such as housing, meals, or supplies. The only deductions allowed are those that are legal and have the written consent of the employee.

- Workers shall not be held in debt bondage or forced to work to pay off a debt.

- Fraudulent Records: The Vendor is not allowed to use hidden or multiple payroll records to conceal overtime, falsely represent hourly wages, or for any other fraudulent purpose.

- Payment of Wages: All compensation must be paid within thirty (30) days of the due date, cannot be withheld to keep employees from leaving, and employees should have full control and access to their earned compensation.

DISCRIMINATION

DXL acknowledges that different cultures have different norms and standards, but we firmly believe that employment terms and conditions should be based solely on an individual's ability to perform the job. Neither personal characteristics nor beliefs should be taken into account in this regard. DXL expects its Vendors to be socially and politically committed to ensuring that discrimination does not occur in hiring practices or any other aspect of work based on race, color, national origin, gender, religion, disability, or any other similar factor.

- It is important that employment decisions must be based solely on education, training and demonstrated skills or abilities. This includes, but is not limited to, hiring, job assignment, wages, bonuses, allowances, promotion, discipline, assignment of work, termination of employment, and provision of retirement. It is important to note that any individual's characteristics, such as race, gender, marital status, country of citizenship, and religion, should not be taken into consideration when making such employment decisions.

- Recruitment and employment policies and practices, including job advertisements, job descriptions, and performance/job evaluation policies and practices shall be free from any type of discriminatory bias.

- Sex-based wage discrimination is prohibited. Men and women workers should be paid equally for work of equal value. Remuneration, which includes wages, compensation, and any additional payments made directly or indirectly, whether in cash or in-kind, by the Vendor to the worker arising from the worker's employment should not differ based on gender. These additional payments may include wage differentials or increments based on seniority or marital status, cost of living allowances, housing or residential allowances, family allowances, benefits-in-kind such as the allotment and cleaning of work clothes or safety equipment, and social security benefits.

- Vendors are prohibited from discriminating against individuals based on their marital status.

- Employees have the right to attend religious activities, engage in personal or social interactions, get pregnant, and exercise other legally protected rights or freedoms. Employers cannot prohibit these activities nor can they punish the employees for taking advantage of these activities.

- Vendors are prohibited from making any employment decisions that negatively impact a person's employment status, including recruitment, termination, promotion, or work assignment, based on their health status. Such decisions can only be made if they are necessary to meet the inherent requirements of the job or to protect the worker and/or other workers due to medical reasons.

- Vendors are permitted to require a routine medical examination to assess general fitness as a condition of employment or continued employment. However, it is prohibited to test for any disease or illness, such as HIV/AIDS, that does not have an immediate effect on a person's fitness and/or is not contagious, as a means for discharging employees.

- Vendors must ensure that workers' health status is kept confidential. They should not engage in any activity that could potentially compromise the confidentiality of workers' health status. This includes any form of screening, whether it be direct testing, indirect testing (such as assessing risk behavior), or questioning workers about past tests or medication.

- Vendors are required to take reasonable measures to accommodate workers with chronic illnesses, including those related to HIV/AIDS. These measures may include rearranging working hours, providing special equipment, allowing rest breaks, providing time off for medical appointments, offering flexible sick leave, part-time work, and return-to-work arrangements.

- A Vendor’s discriminatory actions, violence, harassment, or abuse on any grounds is prohibited.

HUMAN RIGHTS - DISCIPLINE, HARASSMENT OR ABUSE

Vendors are required to ensure that their work environment is free of any form of harassment, abuse, or corporal punishment. Workers have the right to be treated with dignity and respect, and Vendors may not deny them these rights. Physical coercion and corporal punishment are prohibited. Additionally, Vendors must not engage in or tolerate sexual harassment, use abusive language or tone, make indecent or threatening gestures, or engage in any undesired physical contact.

- The Vendor must create a written policy for disciplinary actions and communicate it to all workers in a language the worker can understand. This policy should include a series of escalating steps, such as verbal warnings, written warnings, suspension, and termination. Any exceptions to this policy, such as immediate termination for theft or assault, must also be in writing and communicated to all workers.

- The Vendor must keep written records of all disciplinary actions taken.

- The Vendor is prohibited from using monetary fines as a means of disciplining workers.

- Each employee must be treated with dignity and respect. The Vendor is prohibited from engaging in or supporting any form of corporal punishment, mental or physical coercion, verbal abuse, threats of violence, or sexual harassment towards any employee or an employee’s family members.

- Security practices must be designed to be gender-appropriate and non-intrusive.

HOURS OF LABOR

Vendors must ensure that their employees work reasonable hours in accordance with the local standards and laws of the countries where they conduct their business. Unless there are exceptional circumstances, employees should not work more than 60 hours per week, including overtime, and must be given at least one day off in every seven days. Overtime must be voluntary. DXL will not engage with Vendors that require employees to work beyond the statutory requirements without appropriate compensation as mandated by the law. Employees should also be allowed to take reasonable breaks, lunch periods, bathroom breaks, and days off.

- The Vendor must ensure that they follow all local laws regarding working hours. Moreover, they should ensure that the total number of regular and overtime work hours for each employee does not exceed sixty (60) hours in seven days.
- The Vendor must provide workers, at a minimum, one day off during a seven-day work period.
- No workday shall exceed a combined total of 12 hours for regular and overtime hours.
- Workers must not be forced to work overtime, with or without pay.
- Overtime and Voluntary System - The Vendor must reduce overtime and implement a voluntary system, even for extraordinary business circumstances.
- Vendors must ensure that positive incentive schemes are in place to encourage overtime and that workers are aware of them.
- The Vendor must maintain staffing levels that are reasonable and not rely heavily on overtime hours.
- Peak Periods - The allowable "Peak Period" will be determined in accordance with the law.
- Workers who have already completed a full day's work in one factory cannot be transferred to another section or factory to work a second shift at regular pay. Vendors are not allowed to impose any unreasonable restrictions on workers' use of annual leave.
- The Vendor decides the timing of annual leave in consultation with the worker, considering work requirements and opportunities for rest and relaxation for the worker.
- Annual and Holiday Leave - Workers shall be provided annual leave and holidays as required by law or which meets the local industry standard, whichever is greater. Any restrictions or procedures that apply in your workplace must comply with local laws and regulations. For example, some workplaces may require a minimum period of service before allowing workers to use their annual leave, or written requests to be submitted a certain time before the annual leave is taken. Whatever the case may be, all workers must be fully informed about any such restrictions or procedures.

- Vendors must not retaliate against workers for taking any type of leave, including annual, sick, maternity, or other leave, in accordance with applicable rules and procedures.

- Vendors must provide sick leave to workers under local laws, regulations, and procedures.

- Vendors are prohibited from imposing excessive limitations on sick leave. Any factory regulations or procedures related to sick leave, including informing the vendor promptly, providing medical certificates, utilizing specified doctors or hospitals, and so on, must comply with local laws, regulations, and procedures. Furthermore, all employees should be fully informed about such procedures.

- Calculating Absences—Absences from work that occur due to reasons outside of a worker's control, such as sick leave or periods of suspended factory operations, will not be counted towards annual leave. Additionally, they will not be deducted from the calculation of the worker's length of service unless otherwise specified under local laws, regulations, and procedures.

HEALTH & SAFETY

DXL is committed to ensuring a safe, healthy, and productive working environment for its employees, and it expects the same level of commitment from its Vendors. Vendors must provide their workers with safe and healthy working conditions. Factories that work on DXL merchandise must have adequate medical facilities, fire exits, and safety equipment. Workstations must be well-lit and comfortable, while restrooms should be kept clean and hygienic. Adequate living quarters should also be provided where necessary. Workers should be trained adequately to perform their jobs safely.

- All documents required by applicable Maintenance/Worker must be available to workers and management.

- It is mandatory to make laws available in the local language or languages spoken by workers if different from the local language. This includes laws pertaining to health and safety protocols and policies, Material Safety Data Sheets, etc.

- Vendors are obligated to create, keep up-to-date, and regularly evaluate a written health and safety policy. The policy must be designed to comply with the minimum legal safety and health standards, regulations, and procedures.

- The health and safety policy must be created and implemented in consultation with workers or their representatives. The health and safety policy should outline a complete framework for the management of health and safety. It should clearly define the responsibilities of both vendors and workers, the rights and duties of workers, the responsibilities of designated personnel, procedures for raising health and safety concerns, and protocols for reporting death, injury, illness, and other health and safety issues, including near-miss accidents. All of these procedures should be regularly tested and reviewed.

- The health and safety policy must be communicated to all workers in their native language or a language they understand.

- Vendors are required to inform the appropriate authorities of any illnesses or accidents as mandated by the

relevant laws. All reports of illnesses, safety concerns, and accidents must be retained on the premises for at least a year, or a longer duration if required by law.

- The Vendor must possess all legally required and valid permits and certificates related to health and safety issues, such as purchasing and storing chemicals, fire safety inspections, machinery inspection, and chemical waste disposal. These permits and certificates must be kept up to date at all times.

- Please refer to the following guidelines for Evacuation Requirements and Procedures:

  All legally required or recommended elements of safe evacuation, such as posting of evacuation plans, installation and maintenance of an employee alarm and emergency lighting systems, ensuring that aisles and exits are not blocked, and employees are not blocked within their workstations, employee education, and evacuation procedures, should be strictly followed. It is mandatory to train workers in evacuation procedures, and alarm systems should be regularly tested. Evacuation drills should be conducted at least once a year to ensure preparedness.

- Safety equipment and first aid training are crucial to ensure the safety of workers in a factory. All safety and medical equipment such as firefighting equipment, first aid kits, etc. must be easily accessible, maintained, and stocked as required. It is important to have sufficient workers trained in first aid and firefighting techniques to handle any emergency that may arise.

- Employers are required to provide their workers with adequate and appropriate Personal Protective Equipment (PPE) to ensure their safety and prevent exposure to any potential health and safety hazards. This includes, but is not limited to, gloves, eye protection, hearing protection, and respiratory protection. The provision of PPE is essential to prevent workers from inhaling or coming into contact with hazardous substances such as solvent vapors, noise, dust, and medical waste.

- Workers are not responsible for any costs related to the provision and maintenance of personal protective equipment.

- Chemical management and training are crucial to ensure the safety of workers and the environment. All chemicals and hazardous substances must be appropriately labeled and stored in compliance with applicable laws. Labels should be in the local language and the languages spoken by workers, if different from the local language. Furthermore, workers must receive training relevant to their job responsibilities regarding the risks, hazards, and the proper use of chemicals and other hazardous substances.

- Material Safety Data Sheets (MSDS) of all chemicals used in the factory should be available at both the usage and storage sites of the chemicals. They must be in the local language and also in the language(s) spoken by the workers, if different from the local language. Workers must have unrestricted access to the MSDS.

- To ensure that pregnant women and workers under the age of 18 are not exposed to hazardous chemicals, it is essential to make specific appropriate accommodations as required by applicable laws. These accommodations should be made in a way that does not unfairly disadvantage workers.

- Vendors must not assign women to tasks that put their reproductive health at risk.

- All the necessary ventilation, plumbing, electrical, noise, and lighting services must be installed and maintained in compliance with the applicable laws. These services should be set up in a way that prevents or

reduces hazardous conditions for the workers in the facility.

- Machinery Maintenance and Worker Training: All production machinery, equipment, and tools should be maintained on a regular basis and appropriately guarded. Workers must be trained to operate machinery, equipment, and tools safely and correctly. Vendors must ensure that safety instructions are either displayed or easily accessible to workers near all machinery.

- Vendors are required to use only positive incentives such as risk awareness training, demonstrations of proper use, awards, and bonuses to ensure their workers use machinery, equipment, and tools properly and safely. It is prohibited to subject workers to any negative consequences for refusing to work with machinery, equipment, or tools that are not properly guarded or reasonably considered unsafe.

- Workstations, which include seating and standing arrangements and the necessary reach to obtain tools, should be designed and set up to minimize bodily strain. Vendors must train workers on proper lifting techniques and provide items such as belts to help with this.

- Medical facilities must be established and maintained in factories as per the applicable laws. The medical staff shall hold a valid license and be recognized under the local rules and regulations. An adequate number of medical staff must be available during all working hours, including overtime, as required by local law.

- It is important to maintain an appropriate stock of medical supplies at all times. Any medicines that have passed their expiration date must be replaced immediately and disposed of safely.

- Factory facilities, including buildings, toilets, canteens, kitchens, and clinics, must comply with all relevant sanitation, medical, safety, and health regulations, and be kept clean and safe.

- Vendors must provide the required number of toilets within a reasonable distance of the workplace, as per applicable laws. Vendors must not impose unreasonable restrictions on toilet use.

- Food preparation is of utmost importance to ensure the safety and well-being of workers. Therefore, all food made available to workers should be prepared, stored, and served in a safe and sanitary manner in compliance with all applicable laws. Additionally, workers responsible for handling food should be equipped with the necessary tools and equipment to do so safely and hygienically.

- Access to safe and clean drinking water should be available at all times and within a reasonable distance of the workplace. The water should be at an appropriate temperature, and the means of drinking water (such as cups) must be safe, sanitary, and available in sufficient numbers. Vendors must not impose unnecessary drinking water restrictions.

- Sanitation in Dormitories - All dormitories must be kept clean, secure, and equipped with safety provisions such as fire extinguishers, first aid kits, unobstructed emergency exits, emergency lighting, etc. Additionally, emergency evacuation drills shall be conducted at least twice a year to ensure the safety of all occupants.

VENDOR ENVIRONMENTAL POLICY

DXL is dedicated to responsible sourcing practices, which include reducing environmental impacts from the manufacturing processes in our supply chain. To achieve this, we aim to collaborate with Vendors that share our vision.

Vendors must provide third-party environmental audits conducted on behalf of DXL. These audits must review the factory's policies, practices, and procedures related to handling chemicals and other hazardous waste. Additionally, they must review the factory's compliance with all relevant environmental laws and regulations. Each Vendor must comply with all laws and regulations relating to environmental protection in the country in which it operates, and we expect Vendors to implement reasonable measures to mitigate negative impacts generated from their operations on the environment.

After reviewing our supply chain operational footprint, we have identified the most material environmental focus areas for our Company and industry. The Sustainability Accounting Standards Board's (SASB) guidelines for apparel and footwear support the materiality of these issues, which are chemicals, wastewater, and raw materials.

- Regulations: Vendors are required to comply with all environmental laws and regulations that apply to their operations.
- Hazardous Waste: All chemical residue and hazardous waste must be stored and disposed of by applicable laws.
- Inhalation: Vendors must determine if any airborne contaminants are present in their operations and, if so, take measures to reduce those levels to safe levels, as outlined in the regulations.
- Soil Pollution: Vendors must monitor the impact of their operations on the surrounding soil to ensure that there is no contamination of the habitat.
- Wastewater and Waste Management: Vendors must monitor their wastewater to ensure it is safe for disposal. They may either treat it onsite or offsite. Vendors must monitor and manage the waste produced through their operations. Whenever possible, facilities must recycle these wastes and properly dispose of them in a non-harmful manner to the environment.

WOMEN'S ISSUES

All Vendors must ensure that female workers receive equal treatment in all aspects of employment. Pregnancy tests should not be a requirement for employment or for continued employment. If pregnancy testing is provided, it must be voluntary and optional for the worker. Workers should not be exposed to hazards that may endanger their reproductive health and Vendors must not force workers to use contraception.

- Vendors are prohibited from using pregnancy tests or contraception as a basis for hiring or continued employment. Additionally, Vendors cannot require female workers to undergo pregnancy testing, except where national law mandates it. Even in cases where testing is required by law, Vendors cannot use the test results as a basis for hiring or continued employment.
- Pregnancy and Marriage Discrimination - Employers cannot use threats of dismissal or other negative employment decisions to prevent female workers from getting married or becoming pregnant.
- Vendors must not penalize pregnant women by making employment decisions that negatively affect their status, including dismissal, loss of seniority, or wage deductions.
- Vendors are required to comply with all local laws and regulations that protect pregnant workers and new mothers. These provisions include maternity leave and benefits, restrictions on night work, temporary reassignments to avoid hazardous work environments, and adjustments to working hours during and after pregnancy. Vendors must also provide breastfeeding breaks and facilities to new mothers. If local laws do not provide adequate protection, Vendors must take reasonable measures to ensure the safety and health of pregnant women and their unborn children. These measures should not have an unreasonable impact on the pregnant woman's employment status, wages, or benefits.

ADDRESSING DEFICIENCIES IN DXL'S SUPPLY CHAIN

DXL believes in a continuous improvement model and provides guidance and training to our vendors and third-party manufacturers. Although we have the right to terminate our business relationship for breaches of our Vendor Code of Conduct, we first work collaboratively with our vendors to address any deficiencies identified through compliance

audits. If issues are found, we work with our vendors to implement a time-bound corrective action plan to address the deficiencies. Throughout this process, we strive to maintain our orders so that factory workers are not adversely affected.

Code of Conduct

Notification to Employees: Vendors shall notify employees of the terms of these standards and post the terms in the local language, in a prominent place accessible to all workers.

Employment Records: Each Vendor commits to keeping and maintaining all payroll records in a complete and accurate manner as required by law and to making such records available to their employees and customers upon request.

Implementation Practices: DXL's Vendors commit to developing implementation, training, third-party monitoring, and corrective action programs to implement the principles set forth in this Code of Conduct.

Management System: Each Vendor shall designate one or more of its management staff to be responsible for implementing and monitoring compliance with the standards laid out in this Code of Conduct within its manufacturing facilities and the manufacturing facilities of its subcontractors.

Right of Inspection: To further assure proper implementation of and compliance with the standards set forth above, DXL or a third party designated by DXL reserves the right to undertake affirmative measures, such as on-site inspection of manufacturing and production facilities, to implement and monitor the standards. Any Vendor who fails or refuses to comply with these standards is subject to immediate cancellation of any and all outstanding orders, refusal or return of any shipment, and termination of its business relationship with DXL.

EDI Technology

DXL Group is committed to supporting the Universal Product Code (UPC), Electronic Data Interchange (EDI), Voluntary Interindustry Commerce Standards (VICS) and the Uniform Code Council (UCC) standards. By implementing these standards and technologies DXL Group can expedite merchandise through the supply chain thus ensuring an expedited flow from our trading partners to the selling floor, better management of inventories, increased sales and enhanced customer service. It is DXL Group's goal to have all Vendors fully compliant with EDI production.

Summary of Vendor Expectations

- Supply DXL Group with access to vendor's UPC catalog if DXL Group will be using the vendors UPC.
- Initiate contact with DXL Group's EDI department 781-828-9300. Contact ext 2509 to start the testing process.
- Return a test ASN within 30 days of receiving a test PO.
- Using test data and within 30 days, send an actual UCC-128 case label to VendorCompliance@DXLG.com for approval.
- EDI ASN transmissions will not be approved until an actual UCC-128 case label from the first EDI ASN shipment is reviewed to ensure it is on the ASN transmission. A picture of an actual label attached to the ASN must be emailed to ApplicationAdmin@dxlg.com , VendorCompliance@DXLG.com Note we are requesting two labels, one for label format approval to and the second for EDI ASN approval.ApplicationAdmin@dxlg.com,

Summary of Standards

- Merchandise should be marked with quality, industry standard; vendor generated UPC bar-code ticket including vendor style and size.
- Provide accurate, updated UPC via Quick Response Service Catalog (QRS). Merchants prefer to receive UPCs from vendors.
- Required EDI documents
    - A) 850 Purchase Order
    - B) Accurate carton level EDI 856 Advance Ship Notice (ASN)
    - C) All UCC-128 case labels applied to cases of an EDI PO must be successfully attached to the corresponding EDI ASN.
    - D) Functional Acknowledgment (997)
    - E) 810 Invoice
    - F) 860 PO Cancellation

EDI DOCUMENTATION AND TRANSMISSION

Qualifications for Becoming and EDI Partner with DXL Group

- To qualify as an EDI partner, your company must be 100% UPC marked and provide us with access to your UPC catalog. EDI is a requirement of doing business with DXL Group. As vendors, you are expected to comply and contact us to start testing.
- You must be capable of transmitting the necessary EDI documents required by DXL Group.

EDI Document Requirements

- #850 Purchase Order
- #856 Advance Ship Notice (ASN) with accurate carton level information.
- UCC-128 Shipping Container Label matching the carton level info in the 856 ASN
- #997 Functional Acknowledgment
- #810 Invoice

EDI Transmission Standards:

- Transmission of the # 856 Advance Shipping Notice must contain the following information.
    - Our Purchase Order Number
    - SKU and quantity must match the contents of the case as this is the information used to receive the shipment and verify the invoice for payment.
    - Total weight of Shipment
    - Total number of cartons in your shipment
    - The freight carrier
    - The exact quantity (in units) by SKU, color and size
    - DXL Group will only accept one ASN per shipment / Bill of Lading (BOL) for domestic shipments. The ASN can contain multiple POs for the same location. Advance Shipping Notices (ASNs) must match the shipment and must be transmitted to DXL Group the same day the shipment is tendered to the carrier at the PO designated FOB point (ASN transmission date and the carrier signed BOL date must be exactly the same)
    - Direct import shipments must have one ASN per PO. ASNs must match each PO; ASNs must not be shared over multiple containers. ASNs must be transmitted to DXL Group within seven (7) calendar days for a container shipment and three (3) calendar days for an air shipment.

EDI Document Requirements

- #850 Purchase Order
- #856 Advance Ship Notice (ASN) with accurate carton level information.
- UCC-128 Shipping Container Label (856 ASN)
- #997 Functional Acknowledgment
- #810 Invoice

UCC-128 Shipping label

- Each label must match the SKU and quantity within the case to which it has been applied
- All labels applied to cases of an EDI PO shipment must be successfully attached to an EDI ASN
- A label cannot be changed by crossing out the SKU or quantity and writing the correct information in pen
- A new label must be created and assigned to the EDI ASN before submitting the EDI ASN to DXL Group.

If you have any questions or concerns regarding DXL Group's EDI program, documentation requirements and/or transmission standards please contact our EDI department at 781-828-9300 ext. 2509.

Presentation Requirements

Objective

It is the overall objective of DXL Group, Inc that **ALL** merchandise intended for DXL Group (Rochester retail stores and catalog) must adhere to packaging specifications and requirements.

Packaging and Presentation Compliance Inspection critical, major and minor issues below:

Preparation AND PRESENTATION-APPAREL	Critical	Major	Minor
Missing size and care label	x		
Missing hang tag		X	
Missing price tickets, price stickers and PIDs	X		
Price tickets, price stickers and PIDs placed on wrong item	v		
Wrong UCC128 placement on case			X
Wrong size ratio in pre pack cases	X		
Wrong SKUs mixed in single SKU cases	X		
QTY in Case does not match QTY on UCC128	X		
Improper folding		X	
PID placed incorrectly on poly bag		X	
Soiled/Dirty/Unsealed poly bag		X	

- Written communication to the Vendor Compliance Department prior to shipment of orders for any garments missing tickets, joker tags and PIDs.
    - Depending upon situation:
        - DXL Group may choose to send missing trim to vendor/factory to complete before shipping.
        - DXL Group may request case numbers missing trim are noted on the cases and packing list as an alert to the DC to correct upon receipt.

- Broken or damaged cases are unacceptable and need to be repacked into new cases before shipping.
- GOH is defined as any garment packed and shipped in a wardrobe case that allows product to hang inside. Example – suit jacket
- Flat packed product such as shirts, shorts, loungewear, sweaters, lightweight outerwear and pants cannot include a hanger.

Packing and Shipping Requirements

General Requirements – Apparel

Carton Quality

All cartons shipped to DXL Group must be compliant to the following quality standards to withstand handling and time in transit and to maintain DXL Group required weight and dimensional standard metrics. Vendor adherence is mandatory to ensure consistency and efficient handling and processing through the DXL Group Distribution Center.

- All 'each' cases must be packed as stated on the DXL Group EDI or hard copy PO.
- Case quantity packing designator on EDI PO is PO4 and Buy U/M on hard copy (see examples of EDI POs below)
- All cartons must be labeled with a DXL Group approved UCC-128 case label
- All cartons must be of a high quality corrugated
- Cartons must not exceed 40 lbs. in weight
- All cartons must have a bursting strength of 200 lbs (90.72 kg) per square inch or ECT (edge crush test) of 32.
- All cartons must have top opening flaps
- Bands or straps are strictly prohibited from being used on cartons
- All cartons must be securely taped in an "I" or "H" pattern with a high quality clear tape
- Standard dimensions for solid size cartons 21 ½"L x 15 ½"W x 12 ½"H
- Maximum dimensions for solid size cartons 30"L x 17"W x 14"H
- Maximum dimensions for pre-pack cartons 36"L x 25"W x 30"H
- Minimum carton dimensions (excluding ties and other small accessory items) 12"L x 12"W x 4"H
- GOH (hanger packs) and outerwear cartons are exempt from the aforementioned carton dimensions. However the longest side should not exceed 59" nor should the length plus girth exceed a combined 164". Contact the DXL Group Vendor Compliance Department at VendorCompliance@DXLG.com if you have any questions regarding carton dimensions.
- Given the size of our garments all product shipped on hangers must have a minimum hanger size of 21". Any deviation from this requirement must be approved through vendor compliance at VendorCompliance@DXLG.com

Non-compliance with any of the aforementioned carton standards will result in a rework charge; refer to the charge assessment chart for applicable charges.

Carton Packing Policy

- It is acceptable to ship 5.0% over per SKU per purchase order for all DXL Group 'each' orders shipping into the Canton DC; 9990. Overages are not accepted on the following order types: Pre-packs, and E3 Replenishment.
- POs in pre-pack quantities for carton packing must maintain 100% fulfillment and accuracy.
- DXL Group does NOT accept overages or shortages on pre-pack orders.
- Replenishment purchase orders must maintain 100%; global sourcing partner or merchant must be notified of any deviations to expectation.
- Only an "each" PO can be submitted for approval of shortage in carton packing
- Units must be subsequently produced and air freighted at vendor/factory expense to meet original in DC date(s)
- Exceptions must be provided to Global Sourcing or merchant and vendor must have written approval for proceeding with shipping prior to 80% packing being completed.
- The criterion for communicating shortages is:
    - No greater than 5.0% shortage can be proposed per "each" PO for shipping
    - Vendors shipping 10% shortage/overage at the sku level must contact Merchant or GS partner for approval before shipping.

Packing Odd Units and Acceptable Overages for EACH Orders Only

- Any overages and odd units need to be in solid SKU cases. They can't be mixed.
- EDI units and case quantities must be verified before producing labels as the ASN and UCC-128 case labels must match actual case quantities and cases must match the EDI ASN.
- Crossing out the quantity on the UCC-128 case label does not change the information within the barcode. EDI ASN or packing slip matches the case contents.
- DXL Group expectation is 100% compliance of the order packed by one size, one color per carton. Email questions on packing to **VendorCompliance@DXLG.com**
- Vendor is approved to increase a SKU count to 10pcs on any DXL Group Canton, MA (9990) order that has been placed with less than 10 pcs per SKU. This does not apply to E3 Replenishment, Direct to Store shipments.

Carton Labeling Information

- Carton Markings
    - Markings can be permanently printed into the cardboard or printed on paper and applied to the cardboard with glue. Carton Markings must include:
        - DXL Group name and address
        - Vendor Name
        - Country of Origin
        - Purchase Order number

- UCC-128 case labels
    - DXL Group requires that all cartons be labeled with a UCC-128 case label. The UCC-128 case label illustration follows with specifications and requirements must be strictly adhered to according to the information shown.
    - For UCC-128 case labels to be approved your samples must accurately scan in the PKMS system and "read" properly
    - PPK UCC-128 case labels must state PPK master SKU and Quantity is always 1, do not list the actual amount of units in the case.

- PIDs (Product Identification Stickers)
    - With the exception of pre-pack cases, DXL Group requires that all non EDI cartons are affixed with a PID sticker beside the UCC-128 case label. See illustration below.

- Standard Operation Procedure
    - Initiate approval process to print your own labels. Email a jpeg of your UCC-128 case labels to.VendorCompliance@DXLG.com
    - To be approved your samples must
        - Be scanned in the PKMS system and "read" properly
        - Conform to all specifications for EDI Technology, information contained in the attached illustration, and be human readable.
        - Written approval will be provided or a recommendation to correct will be provided

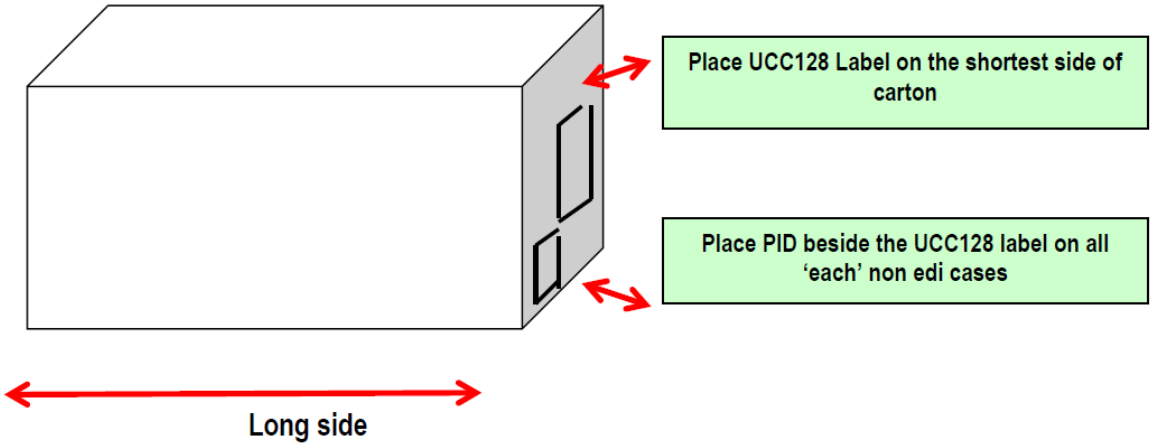
Upon receipt of DXL Group approval for the UCC-128 case label, vendor must maintain the integrity of the approved format for all UCC-128 case labels on all future purchase.

- Standardized Placement

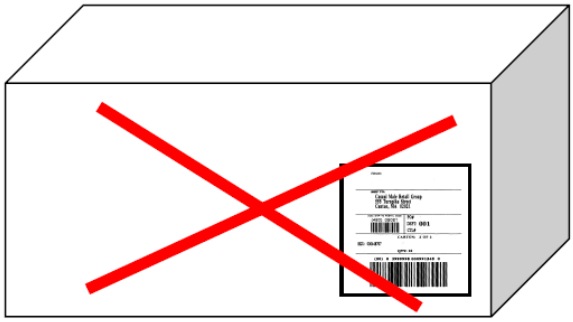
  Garment, Footwear and Accessories determined by carton dimensions:
    - Place the UCC-128 case label on the short side of carton
    - Cartons under 4" in height dimension, fold label over to adhere to top of carton. Bottom portion MUST clearly indicate the UCC-128 bar code if utilizing UCC-128 case label
    - GOH Pre-Pack POs - place UCC-128 case label on top right-hand corner of the first unit in the case.
    - GOH Each POs we do not receive an ASN and no UCC-128 case label will be needed.

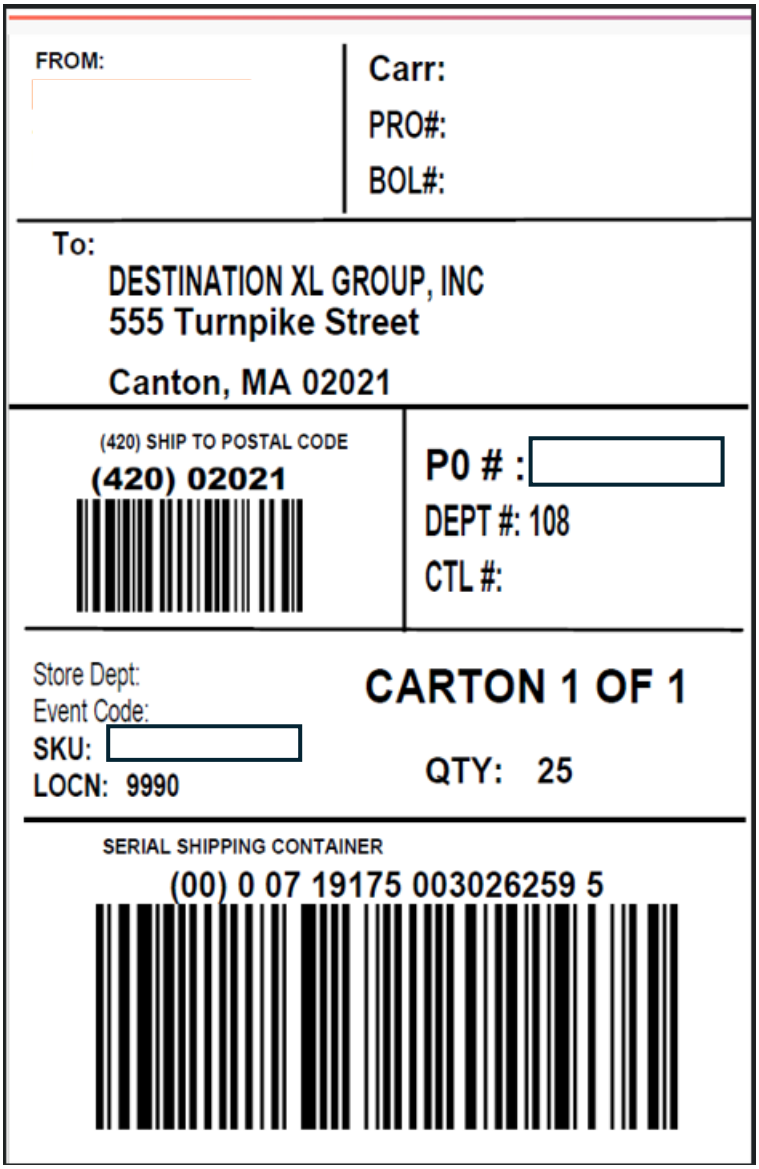
UCC-128 Case Label Placement Location

Correct Location:



Incorrect Location





UCC-128 Bar Code must be a 20 digit numeric Bar Code*. The breakdown of the Bar Code is as follows:

- Bytes 1 through 4…all zeros
- Bytes 5 through 10…Your UCC Vendor prefix. A unique company identifier obtained from the UCC Council.
- Bytes 11 through 19…Unique sequential number for each carton (value 000000001 through 999999999) label. Even with subsequent orders, the sequence number should not recycle back to "000000001" until all numbers have been utilized for the given Vendor prefix.
- Bytes 20…Check digit

*Bar Code is the human readable representation of what is in the Bar Code. There are no spaces within the Bar Code.

Contact http://www.gs1us.org/ for your vendor prefix number.

Packaging Requirements – Apparel

PIDs /Tickets/Stickers/Jokers/Size Stickers:

Nexgen Packaging is our only approved vendor for tickets, stickers, PIDs, Jokers and Size Stickers. Request to use another label vendor will not be approved.

- Contact Trimco (Nexgen) Hong Kong Customer Service at nxg.dxlcs@trimco-group.com for account set up, instructions and questions and concerns.
- US representative – Hardy Welch at hardy.welch@trimco-group.com and Richard Bird richard.bird@trimco-group.com .

For Nexgen new vendors must create an account on each vendor's respective websites to place orders. It is the responsibility of the vendor to pay for trims.

Product Identification Sticker (PIDs) for individually packaged units

- General - Must be affixed to the front center of the poly bag.
- GOH - facing the product place the PID sticker on the upper right chest just below the hanger of the garment
- Dress shirts – Stand up fold must be affixed to the back center of the poly bag
- Belts – apply PID on the top center of the bag

Price tickets, stickers, joker tags, size stickers

- Each merchandise unit must have a price ticket or joker affixed to the merchandise product
- If applicable, each merchandise unit must have a size sticker strip adhered to the merchandise product.
- Vendor must verify placement requirements from vendor compliance.
- Branded vendor should use their own tickets, stickers, joker tags after having received written approval from VendorCompliance@DXLG.com.

Folding requirements

- Vendor must attain folding requirements from vendor compliance for product not associated with a full tech pack.
- Ties – all ties must be folded in half in a sealed polybag.
    - Polybag size: 14.9" L x 3.5" W x 0.8" H.
    - Recommended box size for 30 ties –16"L x 12" W x 10" H

Packaging

- All merchandise must be folded to avoid excessive wrinkling and creasing; when placed individually, the poly bags should be of dimensions relating to the category of merchandise so each garment fits neatly and tightly within its poly bag.
- Merchandise for purchase orders (POs) written in eaches must be placed individually in poly bags of dimensions with no more than ½" maximum space between product and poly bag on all sides.
- Vendors using Super Dry Desiccant, please reference the contacts below for VN, China and BD. All other contacts and GOH guidelines are accessible from the link on the opening page for the vendor manual. If you

are a new vendor or not aware if you need to be using Super Dry, please contact Vendorcompliance@dxlg.com

- **Shenzhen**: Super Dry Desiccant, Tel: +86-755- 8946 1449 / 8973 7600
- **Bangladesh**: McDry Desiccant Limited Tel: +880-2-8878748-51
- **Vietnam**: Super Dry (Vietnam) Co. Tel: +84-28-54316680

- All vendors required to use either a Silica Gel packet or a Super Dry Desiccant must work with each vendor for placement. As a general rule, packets do not belong in the garment pockets.
- Belts must be loosely rolled into an 8.5 x 11 poly bag.
- Merchandise for POs written for pre-packs should be neatly packed in one master poly bag within one carton.
- Dress shirt pre-pack POs - To retain the shape, dress shirts must be individually poly bagged before placing in large PPK poly bag. PID does not need to be applied to the poly bags.
- Unless an order is designated as a pre-pack, all items are expected to arrive in individual poly bags. Example: A package of athletic socks sold as one price should be packaged in one poly bag. Socks that are sold as one individual item must be packaged individually.
- The use of string or any other material including inner boxes to bundle garments together in the master carton is strictly prohibited.

Polybag Standards

- Factory sourced
- All flat pack merchandise must be placed neck or waist first in a poly bag in order to fit to the size of the folded garment. There should be no more than ½" of maximum space between the garment and the poly bag; the maximum dimensions for flat pack merchandise poly bags are 23" x 15".
- Poly bags for flat pack merchandise must be of linear low-density polyethylene of a minimum thickness of 1.0 mil.
- GOH and outerwear poly bags must be of a linear low-density polyethylene of a minimum thickness of 1.25 millimeters. The polybag must be longer than the garment to avoid wrinkling however it cannot exceed 3" in additional length.
- Poly bags for leathers, furs and suede should have vent holes.
- All poly bags must be sealed by one of three methods:
  - A self-adhesive strip
  - Three pieces of scotch tape 2" in length by ½" wide diagonally placed across the bag opening
  - A piece of 2" packing tape placed across two thirds of the opening
- Unsecured fold-in flaps are not acceptable.
- Poly bags with an opening size of five inches or more must have a Suffocation Warning.
- Back of bag -Required Suffocation Warning in English and Spanish:

English – WARNING: TO AVOID DANGER OF SUFFOCATION, KEEP THIS BAG AWAY FROM INFANTS AND CHILDREN. DO NOT USE IN CRIBS, BEDS, CARRIAGES, OR PLAYPENS. THIN FILM MAY CLING TO NOSE AND MOUTH AND PREVENT BREATHING. THIS BAG IS NOT A TOY.

Spanish - ADVERTENCIA: PARA EVITAR EL PELIGRO DE ASFIXIA O SUFFOCACION, MANTENGA ESTA BOLSA FUERA DEL

ALCANCE DE INFANTES Y DE NIÑOS. NO LA USE EN CUNAS, CAMAS, COCHECITOS O CORRALITOS. EL PLASTICO FINO PUEDE AFERRARSE A LA NARIZ Y BOCA Y PUEDE EVITAR LA RESPIRACIÓN. ESTA BOLSA NO ES UN JUGUETE.

Chargeback Policy

- *Please refer to the chargeback assessment chart for non-compliance with any of the aforementioned merchandise preparation and/or packaging requirements*

Trailer/Container and Pallet Loading

These requirements must be read and fully understood by the personnel responsible for trailer/container and pallet loading. Ensure that any questions are presented to DXL Group Vendor Compliance prior to any loading **VendorCompliance@DXLG.com**

- **PO and SKU**
    - Cases must always be loaded facing towards the tail of the container or trailer
    - Must always be packed together by PO and also by SKU in consecutive order when loading a trailer or a pallet
    - Whether floor loaded into a trailer / container or stacked on pallets; there are absolutely no exceptions to loading together by PO and SKU #
    - Ensures an efficient unloading process at DXL Group's distribution center

Traffic Department Email: traffic@dxlg.com / Fax: (781) 828 – 5035

Telephone: (781) 828 – 9300 Ext. 2528 or 2223

Standard Shipping Terms

LDP Shipments for Direct Sourcing Vendors

Vendor's confirmation of purchase orders is acceptance of shipping terms.

FOB Vessel Country of Origin Vendors

Vendors' confirmation of purchase orders is acceptance of shipping terms.

Purchase orders must be shipped within the ship window established by the "Do Not Ship Before" and the "Do Not Ship After" vessel dates as written and contracted in the purchase order to achieve the expected delivery date. All vendors should contact the appropriate Century origin office for booking, routing and documentation instructions at least THIRTY (30) days prior to the Do Not Ship Before date designated in each purchase order.

Definitions of associated terms:

"Do Not Ship Before": first vessel sailing date available

"Do Not Ship After": last vessel sailing date available

"Cancel Date": this is the date following the "Do Not Ship After" date, purchase order is considered cancelled if it has not sailed on a vessel within the ship window

'Early or "Late": the status of purchase order that does not comply with the authorized shipping terms and is considered Unauthorized shipment unless written approval is obtained from merchandising buyer or executive level management.

Logistics and Routing Requirements

Import Routing Guide: See below

Domestic & Canada Routing Guide:

Drop Ship Guide:

Import Routing Guide

For any shipment originating outside of Africa, Asia, or the Indian subcontinent, please send your routing request to the DXL Logistics team at traffic2@dxlg.com

Consolidator: (Africa/ Asia/India subcontinent origins)

Century Distribution System is our consolidator for direct import air and ocean shipments for all purchase orders originating in Asia and the Indian subcontinent

Century has offices throughout Asia a listing of their offices can be found at http://www.cds-net.com/Offices.aspx

African origins should contact Century at emea@cds-net.com

Whenever it is necessary for your purchase order(s) to be shipped via air they must be routed using Century regardless of the party incurring the expense. This may not be deviated from.

Importer Security Filing (ISF)

Importer Security Filing (ISF) is a step in the **Department of Homeland Security**'s (DHS) strategy to better assess and identify high-risk shipments from entering the United States. ISF is a requirement of **US Customs and Border Protection** (CBP) for importers and carriers to electronically submit detailed information regarding the shipment before it departs the port of origin. This regulation requires ocean carriers to submit "10+2" information in order to enhance the security of the maritime shipments. ISF (10 + 2) information includes 10 data elements reported by the vendor/importer generally submitted at the time of booking and 2 additional data elements that are provided by the carrier.

Century acts as DXL's agent and is authorized to submit the ISF on our behalf at the port of departure. Vendors must submit the ISF information listed below as part of the VMS booking process.

ISF Data Elements

1. **Seller** – Must be submitted by the vendor
2. **Buyer** – Preloaded into Century/VMS
3. **Importer of Record number/FTZ Applicant ID number** – Preloaded into Century/VMS
4. **Consignee number** – Preloaded into Century/VMS
5. **Manufacturer (or vendor) – Must be submitted by the vendor.**
6. **Ship to party** – Preloaded into Century/VMS
7. **Country of origin** – Must be submitted by vendor.
8. **Harmonized Tariff Schedule number** – Preloaded into Century/VMS
9. **Container stuffing location** – Must be submitted by the vendor in cases of Factory Loaded containers only
10. **Consolidator (stuffer)** – Will be submitted by Century for CFS loads.

The "+2" data elements which are entirely the responsibility of the steamship line are:

1. Vessel stow plan
2. Container status messages

Seven Point+ Pest C-TPAT Security Container Inspection Report

All factory loaded containers must be accompanied by a completed FACTORY 7 POINT C-TPAT CONTAINER PRELOAD INSPECTION REPORT **(please see Exhibit "A").** This document is required by DXL for C-TPAT verification purposes. The must be included with the balance of documents being submitted to Century. Please note that Century will not issue an FCR for factory loaded containers without submission of the report.

Seals

All ocean containers must be sealed with a "High Security" seals meeting at least the minimum requirements as prescribed by US Customs C-TPAT requirements. These seals can be obtained from the ocean carrier who is shipping the container.

Documentation Requirements

Effective June 20th, 2016 all vendors will be required to submit documentation certifying the "Verified Gross Mass" of their shipment prior to delivery to the carrier. Please see "Exhibit C" regarding "VGM" requirements.

Century will issue a Forwarder's Cargo Receipt (FCR) for all shipments (other than those that the L/C or that legally require a bill of lading) once the merchandise has been delivered on a timely basis; correct documentation (see list below) has been submitted and all charges have been paid to Century.

Please note that DXL's terms of purchase for all direct import purchase orders are FOB, meaning that all origin charges assessed by consolidators, freight forwarders and/or steamship lines/airlines, are the responsibility of the vendor. To maintain the timely and correct routing of your purchase order(s), all vendors should contact the appropriate Century origin office for booking, routing and documentation instructions at least 10 days (for sea) or 4 days (for air) prior to the "Do Not Ship After" date designated in each purchase order.

Document	# Copies
Document Cover Letter	1
Seaway Bill of Lading	1
FCR	1
Signed Commercial Invoice	1
Packing List	1
Century Vendor Invoice	1
7 Point Inspection Checklist; for factory loaded containers See Exhibit "A"	1
VGM Certificate – See Exhibit "C"	1
Late Document Notice (if applicable)	1
Agent Inspection Certificate	1
Container Load Plan (CY/CY only)	1
Fish & Wildlife Certification (if applicable)	1
Visa Export License (if applicable)	1
Country of Origin Certificate Form A (if applicable)	1
Fumigation Certificate (if applicable)	1
WPM (wood packaging) Statement or Certificate (if applicable)	1

Minimum Freight Volumes Required for a Factory Loaded Container

45' Container = 70 CBM or more
HQ Container = 60 CBM or more
40' Container = 50 CBM or more
20' Container = Not allowed without specific authorization from DXL GROUP Logistics

It is imperative that containers are loaded in such a way that they can be unloaded at DXL's Distribution Center as quickly and efficiently as possible. DXL recognizes that it may be more cost effective for a factory to load its own containers, but because of strict requirements at the DXL Distribution Center, factories need to recognize that this is a privilege, and **if the method outlined below is not followed, the privilege will be denied on future factory load requests**.

- Cargo must be loaded into container by Purchase Order and SKU number sequence.
- A PO can only be split between two containers when there are too many cartons in a PO to fit into one container. The balance may be loaded into a second container; however, SKU integrity must always be maintained. A SKU may never be split over multiple containers. The overage must be loaded on tail of the subsequent container. ***A separate ASN must be created for each container.***

- Should a vendor deliver a factory loaded container not meeting the minimums outlined above, the factory shall be charged back the dead freight differential between what is actually loaded and the minimums noted above.

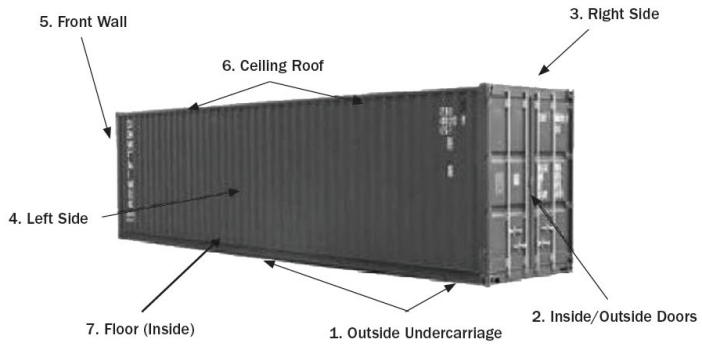
Late Shipments Chargeback Policy

Please refer to the ***Chargeback Assessment Fees*** section for all applicable late shipment penalties.

Exhibit A: Seven-Point Container Pre-Load Inspection Checklist

7 POINT CONTAINER PRE-LOAD INSPECTION CHECK LIST

All containers used for DXL shipments must be inspected for satisfactory container integrity and free from agricultural pests.



CONTAINER NO._____

SIDES	SECURE		REMARKS	
	YES	NO		Initials
1. OUTSIDE/UNDERCARRIAGE				
2. INSIDE/OUTSIDE DOORS				
3. RIGHT SIDE				
4. LEFT SIDE				
5. FRONT WALL				
6. CEILING/ROOF				
7. FLOORS (INSIDE)				

Unsatisfactory containers must not be used at any time. If the container is damaged or tampered with, please do not use the container. Containers that have been tampered with must be immediately reported to the proper authorities

I hereby certify that I have inspected this container and found it to be free from structural defects and insects/pests.

Name (please print) _____ Company Name _____ Date _____

Exhibit C: Vendor Verified Gross Mass Certification Form

VENDOR VERIFIED GROSS MASS CERTIFICATION FORM

(On factory/vendor letterhead)

We hereby certify that we have calculated the "Verified Gross Mass" of our shipment using one of the following 2 methods (check off one).

___Method 1 –The container has been weighed at our direction either at our facility or a third party weighing station upon conclusion of the packing and sealing of the container.

___Method 2 – We have weighed or have had a third party weigh all packages and cargo items as well as pallets, dunnage or other packaging and have in the case of a factory loaded container added the tare mass of container to determine the "Verified Gross Mass" of the container.

We further certify that the weighing process was performed using scales that have been certified and meet the applicable local and/or national governmental accuracy standards and requirements. We further certify that VGM of the shipment has been submitted electronically to Century though the VMS system.

Invoice No:

Purchase Order no(s):

Container number (Factory Loaded Containers only):

Verified Gross Mass of shipment:

Signature: _____

Name:

Title:

Date:

Vendors shipping from Within the United States:

The routing and shipping instructions contained within this guide must be strictly adhered to when shipping merchandise to all divisions of the Destination XL Group's (DXL) distribution center (store 9990) in Canton, MA; direct (drop ship) to U.S.A. stores and/or customers and direct (drop ship) to Canada stores. Only carriers authorized and assigned by DXL can be used. Violations or non-compliance resulting in incremental freight, handling or administrative costs being incurred by DXL will be charged back in full (minimum charge $100.00). The policies contained herein supersede any and all prior publications of the DXL Vendor Routing Guide. Please discard all prior versions and ensure that all customer service, logistics and shipping associates within your company receive a copy of this routing guide and fully comply with its instructions.

DXL group has partnered with GlobalTranz/Cerasis) to use their Transportation Management System (TMS) to authorize and route all inbound shipments to DXL's Canton DC only. The TMS is not to be used for drop shipments to DXL's stores.

Effective April 1, 2021 vendors will be required to log into the GlobalTranz/Cerasis secure Vendor Shipment Portal to request routing authorization for purchase orders shipping to DXL's Canton DC only with a "Do Not Ship Before" date of April 5, 2021 or later. Once the DXL Traffic team routes your shipment with a carrier, you will be sent the routing instructions and a bill of lading (BOL) via email. Should any of the POs requested be declined you will receive an email advising this and the reason why (early, late, partial etc.). Please reference exhibit "D" on page 12 for further guidance and instruction.

DXL VENDOR ROUTING STANDARDS AND REQUIREMENTS

*Any and all routing guide, shipping and/or freight related violations will be charged back at the associated rate as listed below on pages 8& 9 and/or in the **Chargeback Assessment Fees** located in the DXL Vendor Compliance Requirements section.*

- Vendors must request routing via the TMS a minimum of 2 full business days' prior to their ready to ship date. For Landed (LDP) shipments 2 full business days' before shipments arrive in port and clear U.S. Customs. Failure to comply resulting in increased freight cost and/or subsequent pier related charges such as but not limited to detention, per diem and demurrage will be charged back.

- All P.O.'s must be shipped complete and on time. Partial, early or late shipments are not permitted without pre-approval from DXL's Divisional Merchandise Manager (DMM**).**

- LDP terms: Except for FOB Boston, DXL does not pick up full LDP containers. Non FOB Boston full containers, LCL and Air shipments must be tendered to DXL's carrier as loose freight.

- DXL encourages pallet loading unless the cubic measurement will prohibit all cartons from loading into one trailer; cartons must then be loaded loose on the floor of the trailer to maximize the space in the trailer. DXL will issue instructions in the TMS whether to pallet or floor (loose cartons) load. Pallet height should not exceed 6 ½' (including pallet).

- Carrier loading (detention) at vendor warehouse or shipping location cannot exceed the carrier's free time limit. Any detention charged by a carrier exceeding their free time limit will be charged back in full.

- Air Freight can only be authorized by the DXL Logistics Dept.

- When authorized, UPS Ground shipping must be either on a collect or 3rd Party basis. Do not prepay and add freight charges to your merchandise invoice. DXL does not pay freight on merchandise invoices. Contact DXL Logistics for the applicable UPS account number to be applied to your shipment

- It is mandatory that you utilize the BOL provided via email by DXL

SCHEDULE OF CHARGE BACK FEES FOR ROUTING GUIDE VIOLATIONS

SHIPMENT VIA UNAUTHORIZED CARRIER**:** The chargeback will be the incremental freight expense incurred; minimum charge $100.00.

LESS THAN 2 FULL BUSINESS DAY NOTICE FOR ROUTING**:** If routing was not requested via the TMS at least 2 full business days prior to the ready to ship date resulting in a more expensive carrier routing being assigned, the incremental freight expense incurred will be charged back; minimum charge $100.00

BILL OF LADING VIOLATIONS (BOL): $250.00 per BOL. The BOL provided by DXL must be used.

INACCURATE WEIGHT, PALLET or CUBIC MEASUREMENTS: If the actual shipped (billed)

weight, pallet count or cubic foot calculation is either less than or greater than the weight, pallet count or cubic foot calculation listed in the TMS; any incremental freight expense caused by the variance will be charged back in full; minimum charge $100.00.

SHIPMENT IS PALLET LOADED INSTEAD OF FLOOR LOADED OR TOO MANY PALLETS ARE SHIPPED: Any incremental freight charges incurred due to pallet loading large volume shipments or the carrier invokes cubic capacity rule; those charges will be charged back in total; minimum charge $100.00

INCORRECT NMFC CODE: Any incremental freight charges incurred will be charged back; minimum charge $100.

DROP SHIP VIOLATIONS: Vendor direct to store POs shipped either to the DXL DC or the wrong store address will be charged back for the incremental freight expense and/or additional handling incurred; minimum charge $100.00.

TRAILER DETENTION AT VENDOR SHIPPING POINT (LOADING ORIGIN): Any and all carrier charges incurred for detention beyond the carrier's free time limit will be charged back in total; minimum charge $100.00.

LANDED (LDP) SHIPMENTS: Except for FOB Boston, DXL does not pick up full containers; any and all drayage charges incurred by DXL for full containers (except FOB Boston) will be charged back in total, minimum charge $100.00 Non FOB Boston full containers, LCL or air LDP shipments must be tendered to DXL's carrier as loose freight. Any container and/or CFS related charges incurred by DXL such as but not limited to ocean or air freight, inland drayage, stripping, handling, storage, detention, per diem, demurrage, broker or customs related charges and fees will be charged back in total; minimum charge $100.00.

VTS Vendor to Store P.O. Routing

DO NOT ENTER VTS (vendor to store) PO'S INTO THE TMS

P.O.'s written for vendor drop ship direct to DXL stores (U.S.A.) are to be shipped via **UPS Ground Commercial** service; freight charges are to be third (3rd) party billed to DXL's UPS account. Please contact traffic2@dxlg.com for proper account no. prior to your first shipment. Refer to the store # notated within each P.O. to determine the correct ship to store and address.

DXL, Inc.

c/o Destination XL Group, Inc.

555 Turnpike Street, Canton, MA 02021

For store # 9990 DC – Anchor (Canton distribution center) Please use the below address

Destination XL Group, Inc.

555 Turnpike Street, Canton, MA 02021

For store address verification contact vendorcompliance@dxlg.com.

Exhibit D: Transportation Management System Notice

March 12, 2021

To Valued Destination XL Vendors;

Destination XL (DXL) is excited to announce that we have selected GlobalTranz / Cerasis; a third party logistics provider based in Eagan MN who emphasizes co-managed logistics to provide transportation management services (TMS) for DXL. GlobalTranz will provide transportation management technology and strategic logistics solutions that will upgrade DXL's Supply Chain processes, improve vendor user experience and aid in controlling freight costs. Vendors must utilize GlobalTranz / Cerasis for all PO's with a Do not Ship before date of April 5 2021 and any unshipped portion of purchase orders that will ship after April 5, 2021 as the Transportation lnsight web portal will no longer be active. There are a number of improvements being made with the introduction of the new TMS. Your Shipping Department can now look up and select a valid PO from the TMs for routing and only need to add the shipping information i.e. units, cartons, weight etc. ln addition your team can request multiple purchase orders on a single routing request rather than one purchase order at a time. The GlobalTranz team will reach out to your shipping team starting in mid-March based on the ship date of your PO to schedule training supply your team with "How To" documentation, and answer any additional questions from your teams so that you can utilize the system as soon as it is implemented should you have any questions regarding the rollout of DXL's TMS Vendor Shipment Portal, please do not hesitate to contact one of the following individuals listed below or the DXL Logistics Team.

GlobalTranz Vendor support

Team Slate

Julie Schrandt -Team Lead

Cerasistea mslate@globaltranz.com

800-734-5351 # 0, 3

Log on/ Training/ Tech issues