

# **THE HIBBETT® PLAN**

## **VENDOR COMPLIANCE MANUAL**

**UPDATED RELEASE  
September 2010**

451 Industrial Lane  
Birmingham, AL 35211  
Phone: (205) 942-4292

January 2009

Dear Vendor:

The trading partner relationship we share with you is a very important part of our business at Hibbett Sports. With the increasing costs associated with supply chain inefficiencies, it has become critical that we partner with those vendors committed to providing retailers with enhanced service levels. Attached you will find our updated Vendor Compliance Manual as of January 1, 2009, EDI Trading Partnership Policy and Vendor Violation Forms. To download a printable copy of this document, The Hibbett Transportation and Routing Guide (updated release October 2007) and all mapping and technical specifications, go to [www.hibbett.com/edi/](http://www.hibbett.com/edi/).

- **THESE INSTRUCTIONS CANCEL AND SUPERSEDE ALL PREVIOUSLY ISSUED INSTRUCTIONS.**
- **FAILURE TO COMPLY WITH THE GUIDELINES OUTLINED IN THIS MANUAL WILL RESULT IN CHARGEBACKS, WHICH WILL BE COLLECTED IN THE FORM OF CHECK DEDUCTIONS.**

We know not all of our vendors are trading EDI documents with us, but we do plan for all to be in the future. If you are currently doing business with Hibbett but not as an EDI Certified Trading Partner, the appropriate buyer will contact you once he/she deems it necessary for you to become an EDI trading partner. See page 3 for contacts if you have a specific question.

Sincerely,

Jeff Rosenthal  
VP of Merchandise

CC: Mickey Newsome, CEO & Chairman of the Board  
Gary Smith, CFO  
Jared Briskin, VP of Apparel & Equipment  
Dan Floyd, VP / DMM of Footwear  
Dave Haessly, Director of Distribution  
Wanda Duvel, Director of Logistics  
Milton McKissock, Manager - Business Information Office  
Tommy Schifanella, Controller  
JoAnn Kitchen, Accounts Payable Supervisor  
Beverly Rector, EDI Manager  
Portia Pierson, EDI Specialist  
Buyers  
Vendor's File  
Legal Department

## IF YOU HAVE A QUESTION

FOR QUESTIONS REGARDING:	CONTACT / WEBSITE:	PHONE / E-MAIL ADDRESS:
ADVERTISING ALLOWANCES	JOY MCCORD	205-942-4292 X7330 / <a href="mailto:joy.mccord@hibbett.com">joy.mccord@hibbett.com</a>
COST PRICE DIFFERENCES	BUYER	205-942-4292
EDI STARTUP – 810 INVOICE	EDI DEPT	205-942-4292 / <a href="mailto:edi@hibbett.com">edi@hibbett.com</a>
EDI STARTUP – 850 PO	EDI DEPT	205-942-4292 / <a href="mailto:edi@hibbett.com">edi@hibbett.com</a>
EDI STARTUP – 856 ASN	EDI DEPT	205-942-4292 / <a href="mailto:edi@hibbett.com">edi@hibbett.com</a>
EDI STARTUP- 816 STORE ADDRESS	EDI DEPT or DICENTRAL (refer to page 9)	205-942-4292 / <a href="mailto:edi@hibbett.com">edi@hibbett.com</a> For DICENTRAL / <a href="mailto:drowe@dicentral.com">drowe@dicentral.com</a>
EDI TECHNICAL HELP	EDI DEPT	205-942-4292 / <a href="mailto:edi@hibbett.com">edi@hibbett.com</a>
EDI TECHNICAL SPECIFICATIONS	EDI DEPT <a href="http://www.hibbett.com/edi/">www.hibbett.com/edi/</a>	205-942-4292 / <a href="mailto:edi@hibbett.com">edi@hibbett.com</a>
FREIGHT QUESTIONS	TRAFFIC DEPT Latoya Dawkins	205-942-4292 / <a href="mailto:trafficdept@hibbett.com">trafficdept@hibbett.com</a> 205-942-4292 X7213 / <a href="mailto:latoya.dawkins@hibbett.com">latoya.dawkins@hibbett.com</a>
INVOICE PAYMENTS – LATE	ACCOUNTS PAYABLE	FAX REQUESTS TO 205-912-7293
INVOICE PAYMENTS – SHORT	ACCOUNTS PAYABLE	FAX REQUESTS TO 205-912-7293
PREFERRED EDI SOLUTION (for vendors who require 3 <sup>rd</sup> party services)	DICENTRAL <a href="http://www.dicentral.com">www.dicentral.com</a>	281-480-1121 / <a href="mailto:drowe@dicentral.com">drowe@dicentral.com</a>
PRICE TICKETS	EDI DEPT BUYER	205-942-4292 / <a href="mailto:edi@hibbett.com">edi@hibbett.com</a> 205-942-4292
PURCHASE ORDERS	BUYER	205-942-4292
INOVIS (FORMERLY QRS) UPC CATALOG ONLY	INOVIS <a href="http://secure.qrs.com/products/catalogue.asp">http://secure.qrs.com/products/catalogue.asp</a>	800- 872-8255
SPS COMMERCE UPC CATALOG ONLY	SPS COMMERCE <a href="http://www.spscommerce.com">www.spscommerce.com</a>	866-245-8100 <a href="mailto:info@spscommerce.com">info@spscommerce.com</a>
RETURN TO VENDOR (DEDUCTION)	ACCOUNTS PAYABLE	FAX REQUESTS TO 205-912-7293
ROUTING GUIDE	TRAFFIC DEPT <a href="http://www.hibbett.com/traffic">www.hibbett.com/traffic</a>	205-942-4292 / <a href="mailto:trafficdept@hibbett.com">trafficdept@hibbett.com</a>
TICKETING NEEDS	FINELINE TECHNOLOGIES <a href="http://www.finelinetech.com">www.finelinetech.com</a>	800-500-8687 <a href="mailto:Hibbett@finelinetech.com">Hibbett@finelinetech.com</a>
VENDOR COMPLIANCE MANUAL	EDI DEPT <a href="http://www.hibbett.com/traffic/">www.hibbett.com/traffic/</a>	205-942-4292 / <a href="mailto:edi@hibbett.com">edi@hibbett.com</a>
VENDOR VIOLATIONS	BEVERLY RECTOR	205-942-4292 / <a href="mailto:beverly.rector@hibbett.com">beverly.rector@hibbett.com</a>
INSURANCE OBLIGATION	DAVID BENCK	205-942-4292 / <a href="mailto:david.benck@hibbett.com">david.benck@hibbett.com</a>
INDEMNIFICATION OBLIGATIONS	DAVID BENCK	205-942-4292 / <a href="mailto:david.benck@hibbett.com">david.benck@hibbett.com</a>

# OVERVIEW OF REVISIONS

## SEPTEMBER 2010

SECTION	PAGE	DESCRIPTION
Terms of Purchase Agreement (paragraph 20)	29	Removed previous 20 and renumbered

## JANUARY 2009

SECTION	PAGE	DESCRIPTION
Vendor Letter	2	Update
If You Have A Question	3	Update
Overview of Revisions	4	Update
Electronic Commerce	8	Update
EDI Implementations	9	Update
Advanced Ship Notice Requirements	10	Update/ Additions
EDI Invoices	11	Update/ Additions
Carton Label Requirements	12	Update/ Additions
NON-EDI Label Requirements	13	Additions
Vendor Audit Program	20	Update
Accounts Payable Requirements	21	Update
Hibbett Vendor Violation Dispute Form	22	Update
Accounts Payable Vendor Address File	23	Update/ Additions
EDI Invoice Approval	24	Deleted – letter, page number reused
CPSIA Certification of Compliance	25	Additions
Vendor Violation AP	30	Update/ Additions
Vendor Violation EDI	31	Update/ Additions
Vendor Violation WHSE	32 & 33	Update/ Additions

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# INTRODUCTION

## HOW TO USE THIS MANUAL

This manual is intended as an overview of Hibbett Sporting Goods Inc. (Hibbett) merchandise technology, electronic commerce, distribution and accounts payable policies. This manual includes the details of what each Trading Partner must do in order to provide floor ready merchandise and be approved as a Hibbett Certified EDI Vendor.

This document should be distributed to the appropriate individuals within your organization. Please make as many copies as needed or download @ [www.hibbett.com/edi/](http://www.hibbett.com/edi/).

## SPECIAL NOTES:

**THESE INSTRUCTIONS CANCEL AND SUPERSEDE ALL PREVIOUSLY ISSUED INSTRUCTIONS (INCLUDING ALL PREVIOUS VERSIONS OF THIS VENDOR COMPLIANCE MANUAL).**

## ETHICAL BUSINESS PRACTICES

Hibbett Sporting Goods, Inc. is committed to operating our business with the highest level of integrity and ethical standards. If an improper practice or irregularity occurs, Hibbett will undertake any necessary corrective action, take appropriate steps to prevent recurrence and make any necessary disclosure of the improper practices or irregularities to the appropriate governmental authorities. Violations may be reported in any of several ways including:

- Call the Hibbett Ethics and Compliance Hotline at 1-877-773-1353.
- Contact Hibbett management at 205-942-4292 (451 Industrial Lane, Birmingham, AL 35211):
  - Harvey Knighten, Director of Human Resources [harvey.knighten@hibbett.com](mailto:harvey.knighten@hibbett.com)
  - M. Scott Myers, Vice President of Loss Prevention & Human Resources [scott.myers@hibbett.com](mailto:scott.myers@hibbett.com)
  - Gary A. Smith, Vice President and Chief Financial Officer [gary.smith@hibbett.com](mailto:gary.smith@hibbett.com)
- Contact Hibbett's legal counsel at 205-942-4292 (451 Industrial Lane, Birmingham, AL 35211):
  - David Benck, Vice President and General Counsel [david.benck@hibbett.com](mailto:david.benck@hibbett.com)
- Write to Hibbett's Audit Committee Chairman in care of Investor Relations Department, 451 Industrial Lane, Birmingham, AL 35211

All reports of possible violations will be held in the strictest possible confidence. E-mail and U.S. mail addressed to the above individuals will also be handled to protect privacy, to the extent practical and in compliance with Hibbett's legal obligations.

## **COMPANY STRATEGY**

Hibbett has made a total commitment to industry-wide technologies that utilize Electronic Commerce, including Universal Product Code (UPC), Electronic Data Interchange (EDI) and internet technologies. Through the use of this technology, our vendors and our retail divisions will realize speed in processing, improved accuracy of data, significant sales increases, cost reductions, stock turn increases and mutual profitability.

### **ALL EDI CERTIFIED VENDORS MUST BE COMPLIANT IN THE FOLLOWING AREAS:**

- **PROVIDE HIBBETT WITH A TIMELY AND ACCURATE ELECTRONIC UPC CATALOG THROUGH SPS COMMERCE OR INOVIS (FORMERLY QRS).**
- **MARK ALL APPAREL, HEADWEAR AND HARDGOODS MERCHANDISE WITH HIBBETT APPROVED QUALITY VENDOR GENERATED TICKETS INCLUDING HIBBETT RETAIL AND UPC (BARCODE AND HUMAN READABLE). FOOTWEAR SHOULD BE LABELED WITH UPC (BARCODE AND HUMAN READABLE) ONLY. ALL MERCHANDISE SHOULD BE LABELED IN COMPLIANCE WITH ALL APPLICABLE LAWS.**
- **RECEIVE EDI PURCHASE ORDERS (850) AND RETURN A FUNCTIONAL ACKNOWLEDGEMENT REPORT (997).**
- **TRANSMIT A TIMELY AND ACCURATE EDI ADVANCE SHIP NOTICE (856) TO HIBBETT WITH CORRESPONDING GS1-128 (FORMERLY UCC-128) CARTON LABELS AND VERIFY A FUNCTIONAL ACKNOWLEDGEMENT REPORT (997).**
- **TRANSMIT HIBBETT EDI CONSOLIDATED INVOICES (810) BY SHIPMENT, EACH WITH A UNIQUE INVOICE NUMBER AND VERIFY A FUNCTIONAL ACKNOWLEDGEMENT REPORT (997).**
- **POLY BAG EACH APPAREL ITEM ON ALL SHIPMENTS.**
- **PACK ALL MERCHANDISE ACCORDING TO HIBBETT'S PACKING INSTRUCTIONS AS DETERMINED BY THE EDI PO (850) (IE PACK BY STORE / SHIP TO DC, BULK OR MUSICAL SIZE RUN PREPACKS) AND HIBBETT CARTON REQUIREMENTS.**
- **FOLLOW HIBBETT'S CORPORATE TRANSPORTATION REQUIREMENTS AND ROUTING GUIDE, REQUESTING ROUTING INSTRUCTIONS FOR EACH SHIPMENT.**
- **SHIP ALL PURCHASE ORDERS A MINIMUM OF 80% COMPLETE ON THE INITIAL SHIPMENT UNLESS WRITTEN AUTHORIZATION IS RECEIVED FROM THE BUYER.**

### **SPECIAL NOTES:**

**EDI TESTING IS INITIATED ONLY PER THE BUYER'S REQUEST.**

# ELECTRONIC COMMERCE

## EDI CERTIFICATION

### EDI CERTIFICATION REQUIRES COMPLIANCE IN THE FOLLOWING AREAS:

- ✓ PURCHASE ORDER (850)
- ✓ ADVANCED SHIP NOTICE (856)
- ✓ INVOICE (810)
- ✓ ORGANIZATIONAL RELATIONSHIP / STORE ADDRESS DETAIL (816)
- ✓ GS1-128 (FORMERLY UCC-128) LABEL
- ✓ RETAIL PRICE TICKET TO INCLUDE BOTH HUMAN READABLE AND UPC BARCODE
- ✓ UPC CATALOG PROVIDED BY EITHER SPS COMMERCE OR INOVIS (FORMERLY QRS)
- ✓ 997 FUNCTIONAL ACKNOWLEDGEMENT
- ✓ 852 SALES ACTIVITY DATA THRU EDIFICE

For a copy of the Hibbett mapping specifications, visit the Hibbett EDI website @ [www.hibbett.com/edi/](http://www.hibbett.com/edi/).

## EDI DOCUMENTS

It is Hibbett's intention to eliminate all paper media by trading business documents electronically. Hibbett is committed to the use of Electronic Data Interchange (EDI) for the purpose of exchanging electronic documents. All EDI documents must be created following the current VICS Industry Standard Guidelines Version 4010.

Hibbett can **RECEIVE** the following EDI documents:

- 810 INVOICE
- 856 ADVANCE SHIP NOTICE
- 997 FUNCTIONAL ACKNOWLEDGEMENT

Hibbett can **SEND** the following EDI documents:

- 850 OUTBOUND PURCHASE ORDER (including BULK & RELEASE, STAND ALONE, MUSICAL PREPACKS and AUTO REPLENISHMENT)
- 852 SALES DATA through EDIFICE
- 997 FUNCTIONAL ACKNOWLEDGEMENT
- 816 ORGANIZATIONAL RELATIONSHIPS (store address detail) targeted 2009 initiative Until available please view <http://www.hibbett.com/stores.php>

## **EDI IMPLEMENTATION PROGRAM**

### **IN ORDER TO BECOME A CERTIFIED EDI TRADING PARTNER WITH HIBBETT SPORTING GOODS, THE TRADING PARTNER IS REQUIRED TO SUCCESSFULLY COMPLETE THE FOLLOWING CRITERIA:**

- ✓ Contact the EDI Department following Hibbett EDI department's request to begin testing. Shipment deadlines must be communicated at this time. The EDI vendor testing checklist will be the method for establishing the timeline for testing.
- ✓ Schedule a conference call with the EDI Department to discuss any questions regarding EDI such as SDQ / SLN segments, labels, packing, logistics and invoices. A vendor representative from the following departments must be present: EDI, Third Party EDI (if applicable), Logistics / DC, Customer Service and Sales. **\*\*TRADING PARTNERS USING THIRD PARTY EDI PROVIDERS ARE REQUIRED TO PARTICIPATE IN THE CONFERENCE CALL AS THE TRADING PARTNER WILL BE HELD RESPONSIBLE FOR ANY POSSIBLE CHARGEBACK DEDUCTIONS.**
- ✓ Receive an EDI purchase order (850) transmitted flagged as production for data testing purposes only. Once the vendor has approved the purchase order (850), a functional acknowledgement (997) should be returned to Hibbett. The 997 should also be in sent in production.
- ✓ Transmit an EDI advanced ship notice (856) and invoice (810) to test ID but flagged as production generated from the test 850 for approval by Hibbett's EDI Department. Corrections to these documents must be made and retransmitted until the EDI Department gives final approval. A functional acknowledgement (997) will be returned for each document received by Hibbett.
- ✓ Receive an 816 (Organizational Relationships) transmission which will provide all store address information necessary to support the mark for store / ship to DC process. If a vendor is unable to translate and utilize 816 data, the vendor is required to contact Dlcentral (281-480-1121) to subscribe to the 816 service designed for Hibbett vendors. **\*\*TARGETED AS A 2009 INITIATIVE.**
- ✓ Submit a sample GS1-128 (formerly UCC-128) label and price ticket (including Hibbett retail price and both human-readable and UPC barcode) to the EDI Department for approval.
- ✓ Receive an approval letter via e-mail from the EDI Department for finalizing and approving all tests / samples submitted.

**AFTER TESTING IS COMPLETE, THE BUYER WILL BEGIN SUBMITTING LIVE PURCHASE ORDERS TO BE TICKETED, PACKED, SHIPPED AND INVOICED BY THE VENDOR. AT THAT TIME, THE VENDOR IS REQUIRED TO BE 100% COMPLIANT AND RESPONSIBLE FOR ANY APPLICABLE VENDOR VIOLATIONS AND CORRESPONDING EXPENSE OFFSET FEES LISTED IN THIS MANUAL.**

### **SPECIAL NOTES:**

**IF YOUR COMPANY HAS NOT IMPLEMENTED AN IN-HOUSE EDI SYSTEM OR NEEDS THIRD PARTY ASSISTANCE, PLEASE CONTACT HIBBETT'S PREFERRED EDI SOLUTION- DICENTRAL- AT 281-480-1121.**

## ADVANCED SHIP NOTICE REQUIREMENTS

Merchandise will move through the Hibbett DC directly from the inbound truck via a sortation / conveyor system (AKA cross dock) on to the outbound store delivery truck. **THIS IS POSSIBLE ONLY WHEN MERCHANDISE IS 100% FLOOR READY AND SHIPMENTS ARE CONSISTENTLY ACCURATE.**

1. Before sending an ASN (856) to Hibbett, the vendor must first complete the Hibbett EDI Implementation Program. Testing will not begin until a vendor is providing 100% preticketed (Hibbett retail / UPC barcode) shipments and a UPC catalog through SPS Commerce or Inovis (formerly QRS).
2. All EDI shipments to Hibbett's DC require an EDI ship notice (856) in advance of shipment arrival. Each carton should contain merchandise for only one purchase order and one store destination.
3. Hibbett requires an ASN (856) with item level information, reported in eaches, for every carton shipped (for both SDQ and SLN segment POs).

### **UNIT OF MEASURE = EACH = UPC = SELLING UNIT**

4. Each truckload requires a unique Bill of Lading (BOL) transmitted in element 02 of the REF segment of the ASN.
5. Mark for (N104) identification code on bulks and prepacks are required to reference 014
6. ASN transmitted as bulk must contain one UPC per carton.
7. The ASN (856) must be 100% accurate and include all requested data. **\*\*SHIP ONLY ASNS FOR THE AMOUNT OF PRODUCT SHIPPED ON THE INDIVIDUAL TRUCK/ SHIPMENT.**
8. An ASN (856) and GS1-128 (formerly UCC-128) label must be provided for all master packed shipments / cartons. All masterpack cartons must be clearly labeled as a masterpack. Each inner carton must be sealed with staples and / or tape and comply with carton size requirements.
9. Any system issue that prevents transmission of a timely ASN (856) should be reported to the Hibbett EDI Department immediately. If ASN (856) data is not provided for a carton / shipment, an expense offset will be assessed or the shipment may be refused.
10. If a new EDI system is installed or any major changes are made to your current system, the Hibbett EDI Department must be contacted for re-certification of the trading partnership, ensuring that future transmissions continue to meet Hibbett standards.
11. **Direct to Store** shipments require an ASN and must contain the following mandatory **HIBBETT Required Segments:**  
TD5 (Carrier), REF (Bill of Lading), PRF (Purchase Order #), TD1 (Carton weight), MAN (01-'GM' GS1-128 Serial Shipping Container Code, 02- GS1-128 Carton ID #; 04-'CP' carrier assigned package ID, 05- Carrier tracking #), and LOC ID (i.e. store #)
12. **Distribution Center** shipments require an ASN and must contain the following mandatory **HIBBETT Required Segments:** TD5 (Carrier) & TD1 (carton weight)

## **SPECIAL NOTES:**

**HIBBETT STRONGLY RECOMMENDS THE "SCAN AND PACK" METHOD OF SHIP NOTICE (856) CREATION.**

**NEVER PACK MULTIPLE PURCHASE ORDERS IN THE SAME CARTON.**

## **HIBBETT STORE ADDRESS DETAIL (816)**

If your system requires a unique physical address for each mark for store location, Hibbett will provide this information in the form of an 816 Organizational Relationship EDI document targeted 2009 initiative. Until available please view <http://www.hibbett.com/stores.php>

## EDI INVOICES

It is Hibbett's intent to utilize technology to eliminate redundant data entry as well as paper documents by effectively utilizing EDI invoices (810). It is required that a unique invoice be transmitted for each shipment by PO.

**NOTE:** Direct to Store shipments should have a separate invoice for each shipping location.

**BEFORE SENDING AN ELECTRONIC INVOICE (810) TO HIBBETT, A VENDOR MUST FIRST BE APPROVED BY THE HIBBETT EDI DEPARTMENT TO TEST. ONCE APPROVED, THE EDI DEPARTMENT WILL CONTACT THE TRADING PARTNER TO ENROLL IN THE EDI IMPLEMENTATION PROGRAM. TESTING WILL NOT BEGIN UNTIL A VENDOR IS PROVIDING 100% PRETICKETED RETAIL / UPC VENDOR MARKED SHIPMENTS AND ACCESS TO A UPC CATALOG THROUGH SPS COMMERCE OR INOVIS (FORMERLY QRS).**

- Hibbett requests one invoice per shipment per PO. Example: 80% of merchandise ships this week, an invoice marked for store 14 (ship to store) should be transmitted with 80% of PO cost charged; the remaining 20% ships next week, a second unique invoice number marked for store 14 (ship to store) should be transmitted with the remaining 20% of PO cost.
- All EDI invoices (810) are transmitted at the UPC / item level.

**UNIT OF MEASURE = EACH = UPC = SELLING UNIT.**

**\*\*NO MASTER SKUs / UPCs SHOULD BE TRANSMITTED IN AN 810 INVOICE FOR PREPACK (SLN SEGMENT) POs**

- Hibbett must receive EDI invoices within 3 business days after the merchandise is shipped. A violation will be deducted if the vendor is not in compliance with this time frame. A non-EDI vendor must send a paper invoice via mail no later than 10 business days after the merchandise is shipped.
- Hibbett requests a complete invoice (810) transmission for each purchase order. Invoice data must equal the exact data on the PO.
- The vendor should verify receipt of functional acknowledgements (FA 997) for all invoices (810) transmitted. Contact the Hibbett EDI Department if an FA (997) is not returned.
- **DO NOT DUPLICATE INVOICE NUMBERS WITHIN A TWO-YEAR PERIOD.** An expense offset will be assessed if this requirement is not met.
- The "ship to" store number must be included in the N1 ST segment of the EDI invoice (810).
- Each shipment by PO must be invoiced with a unique invoice number.
- Include a valid purchase order number in element 04 of the BIG segment.
- Include UPC for items on each invoice. **DO NOT INCLUDE UPC QUANTITIES NOT FILLED / SHIPPED.**
- All requested data must be transmitted as outlined in Hibbett's invoice mapping specifications. Do not transmit blank elements- these elements should be populated with zeros. Failure to provide requested data will result in an expense offset.

**WHEN THE TESTING PROCESS IS COMPLETE, THE EDI DEPARTMENT WILL ISSUE AN APPROVAL LETTER. THE VENDOR MUST CONTINUE SENDING A PAPER INVOICE ALONG WITH THE EDI INVOICE (810) FOR 90 DAYS UNLESS AN EXCEPTION IS GRANTED IN WRITING FROM THE EDI DEPARTMENT.**

# CARTON LABEL REQUIREMENTS

## EDI Compliant Vendors

### GS1-128 (FORMERLY UCC-128) LABEL SPECIFICATIONS

1. The 20-digit carton ID printed on the GS1-128 (formerly UCC-128) label must be included in the MAN segment of the ASN (856), Each carton must have a unique carton ID number.
2. An ongoing GS1-128 (formerly UCC-128) bar code quality control program must be in place to ensure ANSI A or B (scanning with a 10 mil aperture) print quality. **USE ONLY “SMUDGE-PROOF” LABELING / INK AND HIGH QUALITY PAPER PRODUCTS. DO NOT USE UPS OR ANY TYPE OF EMBOSSED LABEL.**
3. The GS1-128 (formerly UCC-128) label must be created based on the GS-1 specifications. Using a 4” by 6” label format, the GS1-128 (formerly UCC-128) bar code should be 3.02” in length, 1.25” in height, with a .25” quiet zone on each side. Use only GS-1 / EAN-128, subset C bar code symbology with the narrowest bar on space width of 20 mil (+ or – 4 mil).

### HIBBETT RF SCANNERS READ ONLY AN “1 2 OF 5” OR “3 OF 9” BARCODE FORMAT.

4. **INDUSTRY STANDARDS STATE GS1-128 (FORMERLY UCC-128) CARTON IDS SHOULD NOT BE REUSED FOR 1 YEAR; HIBBETT STRONGLY RECOMMENDS THAT GS1-128 (FORMERLY UCC-128) CARTON IDS NEVER BE REUSED.** If a GS1-128 (formerly UCC-128) carton ID is reused within a one-year period, an expense offset will be deducted from the invoice.
5. The GS1-128 (formerly UCC-128) label should be placed preferably on the top of the carton. Ensure that the label is placed so that the bar code is scannable, i.e. not on a seam or the corner of the carton. **\*\*PLEASE REFERENCE LABEL PLACEMENT FOR CARTONS LETTER FOUND ON PG14 OF THIS VENDOR COMPLIANCE MANUAL.** If our vendors are **UNABLE** to comply with the new guideline requirements to “place the GS1-128 (UCC-128) label on the TOP of the Carton”, the Vendor **MUST EMAIL [Beverly.Rector@Hibbett.com](mailto:Beverly.Rector@Hibbett.com)** stating the reason in detail. **If an exception has been granted the label must be placed on the largest side of the carton.**
6. Do not cover information with the GS1-128 (formerly UCC-128) label where the shipping carton is also the display carton on the selling floor.
7. If a product requires multiple cartons for one selling unit / UPC code, contact the EDI Coordinator for specific instructions regarding GS1-128 (formerly UCC-128) multi-carton label requirements.

**For more information on Hibbett GS1-128 (FORMERLY UCC-128) label requirements, contact the Hibbett EDI Department.**

### GS1-128 (FORMERLY UCC-128) LABEL REQUIREMENTS

All GS1-128 (formerly UCC-128) shipping labels require the following information:

- **SHIP FROM (COMPANY NAME AND ADDRESS)**
- **SHIP TO NAME AND ADDRESS**
- **PURCHASE ORDER NUMBER (5-DIGIT NUMERIC)**
- **MARK FOR STORE NUMBER (USE MINIMUM 30 PT. BOLD FONT)**
- **A UNIQUE 20-DIGIT CARTON ID AND BARCODE**

**\*\*\* for non-edi vendor carton label requirements see pg. 13.**

# NON-EDI (NON GS1-128...FORMERLY UCC-128) LABEL REQUIREMENTS

All non-EDI (non GS1-128...formerly UCC-128) labels require:

- SHIP FROM (COMPANY NAME AND ADDRESS)
- SHIP TO NAME AND ADDRESS
- PURCHASE ORDER NUMBER
- CARTON CONTENTS DESCRIPTION (UPC AND QUANTITY)

## SPECIAL NOTES:

NON-EDI (NON GS1-128...FORMERLY UCC-128) LABELS ARE USED ONLY BY VENDORS THAT HAVE NOT BEEN EDI CERTIFIED. SHIPPING LABEL PLACED ON CARTON BY SHIPPING COMPANY DOES NOT REPLACE NON GS1-128 LABEL. ALL EDI CERTIFIED VENDORS ARE REQUIRED TO SEND COMPLIANT GS1-128 (FORMERLY UCC-128) LABELS.

## SAMPLE GS1-128 (FORMERLY UCC-128) LABEL



### OUTER CARTON SHIPPING LABEL

The diagram shows a sample shipping label with the following fields and callouts:

- Ship from location:** Points to the 'FROM' field containing 'HIBBETT SPORTS CO', '451 INDUSTRIAL LANE', and 'BIRMGHAM AL 35213'.
- Ship to address:** Points to the 'TO' field containing 'HIBBETT SPORTS #11', '451 INDUSTRIAL LANE', and 'BIRMGHAM AL 35213'.
- Purchase order number contained in box:** Points to a barcode representing the purchase order number.
- P.O. #:** Points to the text 'P.O. # 36338'.
- Hibbett destination store number:** Points to the '4 digit store #' field containing '0011'.
- Barcode indicating the box ID:** Points to a large barcode at the bottom of the label.

Additional text at the bottom of the label reads: 'barcode indicating the box ID. This same ID number is transmitted in the MAN segment, element 02 of the Advanced Ship Notice (856).'

REDUCED TO FIT PAGE- SEE #3 UNDER GS1-128 (FORMERLY UCC-128) LABEL SPECIFICATIONS FOR ACTUAL SIZE REQUIREMENTS.

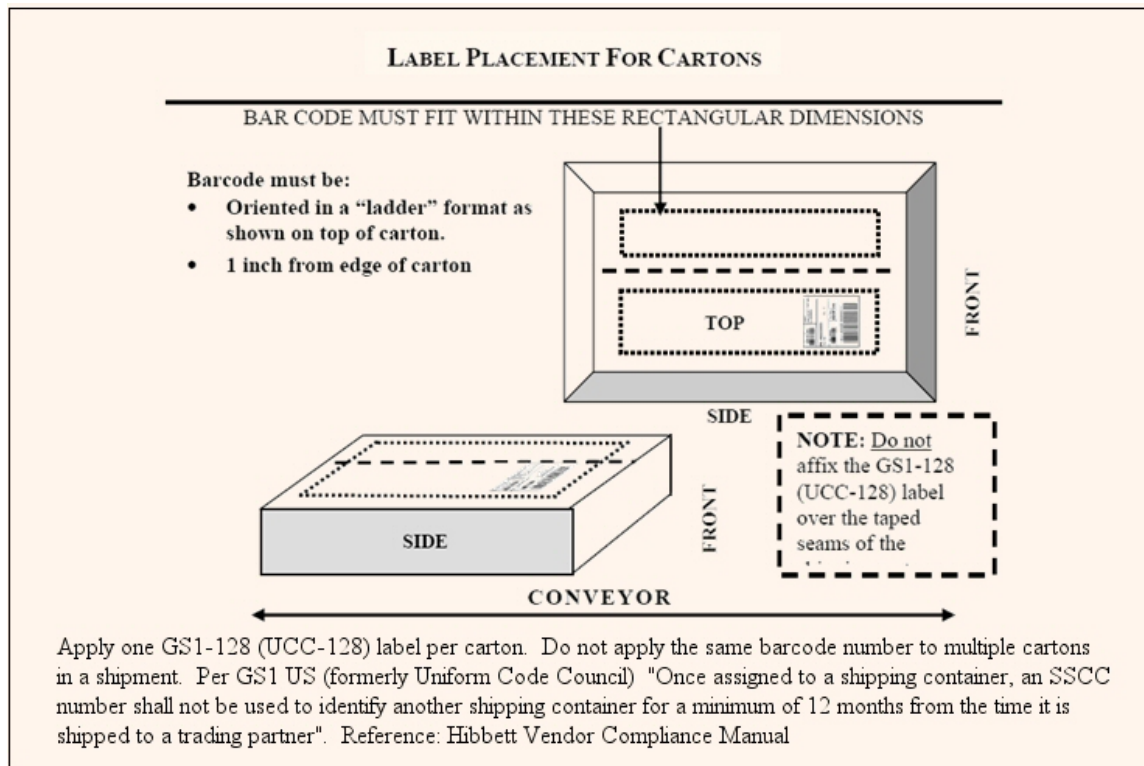
This label sample can be downloaded @ [www.hibbett.com/edi/](http://www.hibbett.com/edi/).

451 Industrial Lane  
 Birmingham, AL 35211  
 Phone: (205) 942-4292  
 Fax: (205) 912-7290  
 www.hibbett.com

Dear Vendor:

Due to Hibbett Sporting Goods' growth, our Birmingham, AL Distribution Center reconfigured the conveyor systems to support additional stores in our limited space.

**Hibbett Sporting Good is requesting that all vendors who can support placing the GS1-128 (UCC-128) label on the TOP of the carton, doing so by January 1, 2008, or sooner.**



Although Hibbett strongly encourages utilization of these new procedures, we understand not all organizations can comply based on the previous survey feedback. If our vendors are **UNABLE** to comply with the new guideline requirements to "place the GS1-128 (UCC-128) label on the TOP of the Carton", the Vendor MUST EMAIL [Beverly.Rector@Hibbett.com](mailto:Beverly.Rector@Hibbett.com) stating the reason in detail (see *example* reasons below).

- Top placement of label will **DIVERT** Hibbett shipments in the vendor warehouse
- Top placement of label will **DELAY** Hibbett shipments in the vendor warehouse
- Top placement of label will **REQUIRE ADDITIONAL HANDLING** to our company
- Other reasons concerning this process

Hibbett highly values its relationships with its trading partners and goes to great lengths to support and nurture these relationships. Please forward this to all appropriate contacts in your organization for immediate response.

Thank you for your cooperation,

Beverly Rector  
 EDI Manager / Project Manager Carton Label  
 Hibbett Sporting Goods, Inc.  
 205-942-4292x7139

# MERCHANDISE TECHNOLOGY

## UPC ASSIGNMENT AND CATALOG REQUIREMENTS

- ✓ Assign UPC numbers at the product ID / color / size level for all Hibbett product. Once UPCs have been assigned, no modifications will be accepted. Any item modifications will result in the need for a new UPC code.
- ✓ UPC catalog data must be provided through **SPS COMMERCE** or **INOVIS (FORMERLY QRS)**, our third party UPC catalogs, a minimum of 10 days before market. If UPCs are not loaded accurately and on a timely basis, an expense offset will be assessed.
- ✓ A UPC catalog must include a minimum of UPC, product ID (PID), unique product description, NRF color, size codes, descriptions and the selection code.
- ✓ Hibbett's EDI systems are not equipped to utilize pre-pack or set-pack UPCs. **\*\*ALL EDI DOCUMENTS MUST BE TRADED AT THE SELLING UNIT UPC LEVEL.**
- ✓ UPC number assignment, ticketing, and the electronic catalog through SPS Commerce or Inovis (formerly QRS) are current requirements for all merchandise.
- ✓ UPCs cannot be assigned by a retailer- a vendor must contact the GS-1 US ([www.uc-council.org/](http://www.uc-council.org/)) to be assigned a UPC company prefix.

## PURCHASE ORDER VERIFICATION

1. A vendor must receive a valid purchase order from the Buyer. Hibbett has the ability to send EDI purchase orders (850). If arrangements have not been made with the Buyer to receive an EDI purchase order (850), the vendor will receive a hard copy computer generated purchase order. **DO NOT ACCEPT PHONE ORDERS OR VERBAL COMMITMENTS.**
2. Hibbett's purchase order terms and conditions apply to all purchases. See page 27 for Hibbett's **TERMS OF PURCHASE AGREEMENT.**
3. Verify the accuracy of all purchase order details including ship and cancel dates, cost, payment terms, etc. Do not ship your merchandise until all discrepancies on the purchase order have been corrected through receipt of an updated purchase order.

## DIRECT IMPORT SHIPMENTS VIA DIRECT SHIP CONTAINER

All merchandise direct shipped to the Hibbett Distribution Center via direct ship container is subject to all requirements specified in this manual.

## **AUTO REPLENISHMENT REQUIREMENTS**

Hibbett's Auto Replenishment (AR) requirements for replenished merchandise are intended to decrease the time it takes for merchandise to reach the stores, maximizing sales for Hibbett and the trading partner and improving customer satisfaction.

### **TO BE CONSIDERED FOR HIBBETT'S AR PROGRAM, A VENDOR MUST:**

- Mark 100% of merchandise with UPC and the Hibbett retail price or suggested retail price if approved by the Buyer.
- Provide a UPC catalog electronically through SPS Commerce or Inovis (formerly QRS).
- Have merchandise available for AR to achieve a 95% or greater fill rate.
- Have the ability to receive an EDI purchase order (850). Hibbett AR orders are transmitted with a Stand Alone "SA" PO type.
- Send a carton level EDI Ship Notice (856) with a valid GS1-128 (formerly UCC-128) label.
- Send an electronic invoice (810) by shipment by PO.
- Be able to ship complete in 5 working days or less. Late orders, substitutions or incomplete orders (fill rate less than 95%) are not acceptable.
- Jointly set goals and objectives for quick response with the Hibbett Buyer resulting in pre-agreed performance targets for sales, stock turn, gross margin and in-stock percentage while working to develop strategies to maximize return on inventory.
- Accurately forecast future merchandise needs in conjunction with the Hibbett Buyer.

### **SPECIAL NOTES:**

**ALL REPLENISHMENT ORDERS ARE SHIP AND CANCEL. NO BACK ORDERS WILL BE ACCEPTED.**

### **PREPACK (MUSICAL SIZE RUNS)**

- All orders to be shipped to Hibbett as musical size run prepacks must first be approved by the Buyer.
- EDI prepack orders require additional testing and EDI certification.
- All prepack cartons must be labeled clearly with purchase order number, style number, description, color and quantity.
- All prepack cartons must comply with the ticketing; carton size and labeling requirements covered in this manual.

# FLOOR READY TECHNOLOGY

## TICKETING REQUIREMENTS

1. All merchandise shipped to Hibbett must include the UPC and Hibbett retail provided by EDI PO (850) transmission. The barcode must be visible and easily accessible for scanning. **DO NOT PLACE UPC TICKETS INSIDE WAISTBANDS, INSIDE PACKAGING, ETC.**
2. **USE ONLY THE UPC.** Each item must contain only one bar code; human readable UPC and retail reported on Hibbett 850 Purchase Order.
3. All vendors should have an ongoing UPC barcode quality control program in place that ensures print quality for scanability.
4. Create UPCs based on the GS-1 specifications. A 100% nominal "Version A" UPC format bar code should be 1.25" in length (including quiet zone), and 1.0" in height, with the narrowest bar or space width of 13 mil (+ or - 4 mil).
5. UPC tickets must be securely affixed to the merchandise. For garments use a plastic swift-attach device or sewn in label. **DO NOT LOOP STRINGS AROUND BUTTONS OR USE STRINGS ATTACHED WITH PINS.**
6. In general, UPC tickets are affixed to the left sleeve side of most garments. For questions regarding UPC ticket placement (on garments or packages), refer to the GS-1 US website "10 Steps to Barcode Implementation". If fabric damage is a concern, the ticket should be swift attached through the sewn-in label in the neck. Contact the Buyer with further questions.
7. All caps should be ticketed with an adhesive label on the underside of the cap bill.
8. The names "Hibbett", "Hibbett Sports" or "Hibbett Sporting Goods" should not appear on the price ticket.

Contact the Hibbett EDI Department or FineLine Technologies (800-500-8687) for help with ticketing needs.

## SPECIAL NOTES:

**THE ABOVE REQUIREMENTS APPLY FOR ALL ORDERS UNLESS GIVEN WRITTEN AUTHORIZATION BY THE BUYER.**

## PRESENTATION STANDARDS

**ALL MERCHANDISE MUST BE RECEIVED IN A CONDITION READY FOR IMMEDIATE PLACEMENT ON THE SALES FLOOR.**

- A UPC / Hibbett retail ticket must be placed on the item so it is clearly visible to customers and sales associates.
- Ensure the size description and price are clearly visible on the retail ticket. It should be printed no smaller than an 18-point bold font.

For any questions regarding how your merchandise is presented in our stores, contact the Hibbett Buyer at (205) 942-4292.

# RETAIL PRICE TICKET SAMPLE



## Ticket Requirements



TICKET PLACEMENT SHOULD NOT COVER ANY PRODUCT INFORMATION. ALL TICKET FORMATS MUST BE APPROVED BEFORE USE. PLEASE E-MAIL [EDI@HIBBETT.COM](mailto:EDI@HIBBETT.COM) FOR APPROVAL.

\*\*This sample can be downloaded @ [www.hibbett.com/edi/](http://www.hibbett.com/edi/).

## CARTON SPECIFICATIONS

- All merchandise shipped to Hibbett must be packed in conveyable cartons. Do not use jiffy bags, burlap bags, mailing envelopes or plastic bags. Shipping in an invalid container will result in chargebacks.
- Follow size specifications, as follows:

	MINIMUM	MAXIMUM
LENGTH	8"	36"
WIDTH	9"	24"
HEIGHT	4"	30"
WEIGHT	2 LB.	60 LB.

**DO NOT SHIP ANY SINGLE CARTON SMALLER THAN THE MINIMUM DIMENSIONS OR LARGER THAN THE MAXIMUM DIMENSIONS.**

- Use a shipping carton that fits the merchandise; do not over-pack or under-pack the carton.
- Carton strength should be sufficient to prevent crushing during transit.
- Hibbett encourages the use of "environmentally friendly" packing materials whenever possible (recyclable and / or biodegradable).
- Seal cartons with security tape. Do not place metal straps or string on cartons as they may damage the sortation equipment. Hibbett recommends using theft-deterrent tape on all cartons.
- If tape is used to secure cartons to a pallet, it should be applied in a manner that does not adversely affect the ability to scan the GS1-128 (formerly UCC-128) labels.

**THE OBJECTIVE IS TO PACK ONE CARTON PER STORE AS ALLOWED BY THE CARTON SIZE REQUIREMENTS OUTLINED. FAILURE TO COMPLY WITH THESE SPECIFICATIONS WILL RESULT IN AN EXPENSE OFFSET.**

## VENDOR AUDIT PROGRAM

Hibbett uses technology to move merchandise faster through the pipeline, receives merchandise using the ASN (856) and pays vendors with EDI invoices (810). Therefore, vendors must make every effort to ensure that shipments are 100% accurate. Our Vendor Audit Program randomly checks shipments received at the Hibbett Distribution Center.

- Hibbett requires that a vendor's ASN (856) be 100% accurate and has therefore instituted a Vendor Audit Program to insure compliance. This includes a scanned audit function that compares the UPCs contained within the carton to the corresponding ASN (856), as well as a review of the vendor's floor ready compliance. When audit results indicate errors, Hibbett can/ may discontinue the use of the vendor's ASN (856) to process receipts. In addition, an expense offset will be assessed for each carton / shipment processed manually until resolution is obtained.
- Hibbett Logistics is committed to maintaining a high degree of accuracy while continuing to move merchandise to the sales floor as quickly as possible through the use of our crossdock program. This is possible only when the merchandise is 100% floor ready and the accuracy of a vendor's shipments remains consistently high.
- The success of Hibbett's crossdock program provides benefits to the vendor by reducing the amount of time the merchandise spends in the Distribution Center, allowing the merchandise to move to the sales floor faster.

### **YOUR GOAL IS 100% ACCURACY.**

## RETURN TO VENDOR (RTV)

**UNAUTHORIZED SUBSTITUTIONS, INVALID ORDERS, CANCELLED ORDERS, EARLY SHIPMENTS, PAST CANCELLATION DATE SHIPMENTS, OVER SHIPMENTS AND DUPLICATE SHIPMENTS WILL BE SHIPPED BACK TO THE VENDOR FREIGHT COLLECT.**

Hibbett operates a Central Return Center (CRC). The CRC is responsible for the consolidation of most returns to vendors for all stores. Vendors will not receive returns from individual stores (when processed through the CRC), thus reducing the number of shipments per return. All defective or non-ordered merchandise will be assessed a consolidation charge of 5% of the return value, plus transportation costs by the Hibbett Accounts Payable department. Charges are assessed per shipment.

- In the event that non-ordered merchandise is not accepted by the Buyer, an expense offset will be assessed in addition to 5% of the cost value of the return plus transportation costs.
- In the event that the Buyer accepts non-ordered merchandise, an expense offset will be assessed.
- Merchandise that is deemed to be sub-standard (defective, damaged, un-saleable) will be returned to the vendor and be assessed a consolidation charge of 5% of the net return value plus transportation.
- The Hibbett Buyer and the vendor will arrange seasonal and stock adjustment returns as needed.

# ACCOUNTS PAYABLE REQUIREMENTS

## DUE DATES

Payment due dates are based on the system receipt date, not the PO ship date.

## PROOF OF DELIVERY (POD) REQUEST ON UNPAID INVOICES

Accounts Payable will request Proof of Delivery (POD) on invoices for which no record of merchandise receipt can be found. When requested, a valid POD should be faxed to our Accounts Payable Department at 205-912-7293 within 48 hours of request.

- A valid POD is defined as a freight bill signed by a Hibbett representative. **A BILL OF LADING WILL NOT BE ACCEPTED AS A VALID FORM OF POD.** The freight bill must include the purchase order number and carton count. If there are multiple purchase orders on the shipment, the carton count must be provided by PO.

## CHECK REMITTANCE COPIES

A request for check remittance copies should be made through our Accounts Payable Supervisor. An expense-offset charge will be assessed for this request.

## REQUEST FOR RESEARCH

A request for items to be researched must be made through our Accounts Payable Supervisor. An expense offset will be administered for research completed on items that have aged 6 months or longer.

## DISPUTING CHECK DEDUCTIONS AND VENDOR VIOLATIONS

Formal disputes must be filed using the Hibbett Vendor Violation Dispute Form (see page 22). If a Hibbett Vendor Violation Dispute Form is not received a dispute will not be reviewed. Emails requesting review of disputes will not take the place of this form.

You should contact the Buyer for questions regarding advertising, cost price differences or markdown deductions. To dispute a vendor violation / check deduction, a Hibbett Vendor Violation Dispute Form must be filled out completely and e-mailed to [edi@hibbett.com](mailto:edi@hibbett.com) (attention Vendor Compliance). If not able to email, please fax to (205) 912-2791. **THE VENDOR MUST CONTACT HIBBETT WITHIN 60 DAYS FROM THE DATE PAYMENT IS RECEIVED IN ORDER TO DISPUTE A DEDUCTION. IF INITIAL CONTACT TO DISPUTE A DEDUCTION IS 60+ DAYS FROM THE PAYMENT DATE, THE CHARGE WILL NOT BE CONSIDERED FOR REVERSAL.**

Contact Accounts Payable for questions regarding unpaid invoices, invoices with shortage debit memos, discount deductions, RTV proof of returns or differences on RTVs.

## SPECIAL NOTES:

**ALL INQUIRIES MADE TO ACCOUNTING MUST BE FAXED TO 205-912-7293...PHONE CALLS WILL NOT BE ACCEPTED OR RETURNED.**

# HIBBETT VENDOR VIOLATION DISPUTE FORM

**THE VENDOR MUST CONTACT HIBBETT WITHIN 60 DAYS FROM THE DATE PAYMENT IS RECEIVED IN ORDER TO DISPUTE A DEDUCTION. IF INITIAL CONTACT TO DISPUTE A DEDUCTION IS 60+ DAYS FROM THE PAYMENT DATE, THE CHARGE WILL NOT BE CONSIDERED FOR REVERSAL.**

<b>DATE OF DISPUTE</b>	
------------------------	--

<b>PO#</b>	
<b>HIBBETT ASSIGNED VENDOR #</b>	
<b>VENDOR NAME</b>	
<b>VENDOR EDI VIOLATION CODE</b>	
<b>DATE ISSUED</b>	
<b>QUANTITY (CTN, SHP, INV, PCS)</b>	
<b>AMOUNT DEDUCTED</b>	
<b>VENDOR VIOLATION DESCRIPTION</b>	

<b>TOTAL ORDER COST (WHOLESALE)</b>	
<b>HIBBETT ASSIGNED BUYER</b>	
<b>CHECK DATE</b>	
<b>CHECK #</b>	
<b>DISPUTE DETAIL</b>	

<b>DOCUMENTATION TO FOLLOW?</b>	<b>YES</b> ____	<b>NO</b> ____	
<b>IF YES, VIA...</b>	<b>E-MAIL</b> ____	<b>FAX</b> ____	<b>US MAIL</b> ____

<b>VENDOR CONTACT NAME</b>	
<b>TITLE</b>	
<b>PHONE</b>	
<b>FAX</b>	
<b>E-MAIL</b>	

**\*\*\*ALL VENDOR VIOLATION INQUIRIES SHOULD BE E-MAILED to .EDI@HIBBETT.COM (attention Vendor Compliance) If unable to email, please fax to (205) 912-7291.**

## **ACCOUNTS PAYABLE VENDOR ADDRESS FILE**

The Accounts Payable Vendor Address File is maintained using the address included on the vendor's current invoices. Changes due to mergers, acquisitions, Chapter 11 filings, company closings or any changes to the remittance address must be communicated in writing on company letterhead and signed by a Senior Officer of the company. The following information must be included in the letter:

- ✓ Company name and DUNS number
- ✓ Old parent company name and new parent company name
- ✓ Previous company address and current company address
- ✓ Statement of what is taking place (i.e. merger, etc.)
- ✓ Effective date of change

The written notification for any changes in the above categories should be faxed to:

**205-912-7293**  
**ATTN: ACCOUNTS PAYABLE**

### **SPECIAL NOTES:**

**ANY INVOICES SENT TO HIBBETT AFTER THE EFFECTIVE DATE OF THE CHANGES MUST REFLECT THE NEW INFORMATION.**

### **PAPER INVOICES**

**ALL PAPER INVOICES SHOULD BE MAILED TO:**

**Hibbett Sporting Goods**  
**ATTN: ACCOUNTS PAYABLE**  
**451 Industrial Lane**  
**Birmingham, AL 35211**

### **DISCONTINUING PARALLEL INVOICING**

Parallel invoicing should stop after 90 days unless an exception is granted in writing from the EDI department. At this point, the Vendor should transmit electronic invoices (810) only.

## **MISCELLANEOUS POLICIES**

### **VENDOR HIRING POLICY**

Hibbett Sporting Goods, Inc. (herein referred to as Hibbett or Hibbett Sporting Goods) will seek to decline to do business or sharply reduce the level of business done with any vendor that extends an offer of employment to, employs, hires or otherwise engages the services of any person who, at the time such offer of employment is extended or within 180 days prior thereto, is a Hibbett Buyer, Buyer equivalent level or higher. Should a vendor wish to discuss job opportunities with any Hibbett employee, the vendor should obtain written permission from the company president prior to any discussions taking place.

### **CONFLICT OF INTEREST – GIFT GIVING AND ACCEPTANCE**

Hibbett associates should not request or accept from Hibbett's vendors (or prospective vendors), and Hibbett vendors (or prospective vendors) should not offer to provide to Hibbett associates, gifts, gift certificates, discounts, gratuities or any other item of value (including services) of any nature, other than that which is normal and casual within the framework of the associate's business activities. Any deviation from this policy could result in the termination of both the associate's employment with Hibbett and the vendor's (or prospective vendor's) relationship (or prospective relationship) with Hibbett. Any questions on the policy should be referred to Hibbett's president.

### **FORCED AND CHILD LABOR / UNSAFE WORKING CONDITIONS**

Hibbett has a strict policy prohibiting the use of forced or child labor in the manufacturing of the merchandise that it purchases.

Hibbett requires as a condition of doing business that all vendors be in compliance with the IRCA, Fair Labor Standards Act, the Occupational Safety and Health Act, and other applicable laws for merchandise produced in the United States. Hibbett also requires strict compliance with the laws of the country where the merchandise is produced, pertaining to these subjects, when the merchandise is manufactured outside of the United States.

### **VENDOR LIABILITY INSURANCE**

Vendor shall obtain and maintain, at its sole cost and expense, comprehensive general liability insurance coverage of not less than \$2 million per occurrence for bodily injury and property damage with not less than a minimum aggregate of \$2 million in coverage. Such insurance shall provide coverage with respect to all customary liability, including product liability and contractual liability. The latter shall specifically include coverage of vendor's indemnification obligations to Hibbett.

Vendor agrees that such insurance shall be provided pursuant to policies that specify that said insurance is primary, names Hibbett Sporting Goods, Inc. and its affiliated companies as additional insureds and that such coverage may be neither terminated nor reduced below the above limits without 30 days prior notice to Hibbett. Vendor further agrees that it shall provide certificates evidencing such insurance and vendor's compliance with the foregoing requirements, as a prerequisite to payment of vendor invoices.

Vendor agrees to defend, protect and save harmless, Hibbett Sports, Inc., its subsidiaries, successors, assigns, customers and users of its goods and merchandise ("Hibbett") against any suit, damage, claim, demand, or expense (including attorneys' fees): (a) from actual or alleged infringements of any foreign or domestic patent, trademark, trade name, copyright or other industrial, personal and intellectual property rights of any nature whatsoever; (b) arising out of any claim for damages from, defects in the goods and merchandise, whether latent or patent, in material or workmanship, defective design, defective warnings or instructions; (c) arising out of Vendor's negligence; or (d) upon any other breach by Vendor of any representation or warranty made herein. Hibbett shall have the right to appoint counsel for and defend itself against civil, administrative or criminal actions, suits, or proceedings arising out of the foregoing even if any of the allegations thereof are groundless, false or fraudulent. Amounts owing to Hibbett by Vendor as a result of this section shall be paid to Hibbett by Vendor immediately following written notice by Hibbett. Hibbett shall have the absolute right to control the conduct of any

threatened litigation or litigation instituted against it and to settle and compromise any claims made against it without notice or approval of Vendor, without affecting or reducing Hibbett's right to be indemnified by Vendor hereunder. Hibbett shall have the right to offset any costs not reimbursed by Vendor hereunder from current and future invoices.

Hibbett reserves the right to increase the above referenced coverage requirements upon sixty (60) days notice.

## CPSIA CERTIFICATION OF COMPLIANCE

Pursuant to the Consumer Product Safety Improvement Act of 2008 (CPSIA), for each product manufactured on or after November 12, 2008, Vendor is required to furnish, and accompany therewith, a certificate stating that such product complies with all applicable Consumer Product Safety Act (CPSA) consumer product safety rules and similar rules, bans, standards and regulations under any other laws administered by the Consumer Product Safety Commission (the "Commission"). It is the responsibility of Vendor to determine which rules apply to its products and to assure that its products comply with those rules. Further, it is the responsibility of Vendor to furnish Hibbett with an accurate Certification of Compliance in conformity with the CPSIA for merchandise that Hibbett purchases from Vendor.

## VENDOR VIOLATION POLICY

In fairness to our vendors, Hibbett Sporting Goods has established a policy wherein no single vendor violation will exceed 50% of the purchase order cost.

## REFERENCE

### TRADE NAMES

Hibbett Sporting Goods, Inc. conducts its retail business under the following trade names:

- **HIBBETT SPORTS®**
- **SPORTS ADDITIONS®**
- **SPORTS & CO.™**

### INTERNET REFERENCES

For more general information about Hibbett, visit the Hibbett home page @ <http://www.hibbett.com>.

For more information on Hibbett's transportation requirements and routing guide or a link to this manual, visit the Hibbett Traffic page @ <http://www.hibbett.com/traffic/>.

For more information on Hibbett's EDI technical specifications, visit our Hibbett EDI page @ <http://www.hibbett.com/edi/>.

<b>OTHER WEBSITES TO VISIT:</b>	
<a href="http://www.vics.org">www.vics.org</a>	<b>VOLUNTARY INTER-INDUSTRY COMMERCE STANDARDS</b>
<a href="http://www.nrf.com">www.nrf.com</a>	<b>NATIONAL RETAIL FEDERATION</b>
<a href="http://www.gs1.org">www.gs1.org</a>	<b>GS1</b>
<a href="http://www.dicentral.com">www.dicentral.com</a>	<b>DICENTRAL- HIBBETT'S PREFERRED EDI SOLUTION</b>
<a href="http://www.finelinetech.com">www.finelinetech.com</a>	<b>FINE LINE TECHNOLOGIES</b>
<a href="http://www.spscommerce.com">www.spscommerce.com</a>	<b>SPS COMMERCE UPC CATALOG</b>
<a href="http://secure.qrs.com/products/catalogue.asp">http://secure.qrs.com/products/catalogue.asp</a>	<b>INOVIS CATALOG</b>

**SHIP AS DIRECTED – DO NOT DEVIATE  
SHIPPERS ARE HELD RESPONSIBLE FOR FAILURE TO COMPLY**

**HIBBETT SPORTING GOODS, INC.  
451 INDUSTRIAL LANE  
BIRMINGHAM, ALABAMA 35211**  
(Hereinafter referred to as the Company)

## **TERMS OF PURCHASE AGREEMENT**

### **TERMS AND CONDITIONS PURCHASE ORDER**

1. This purchase order ("PO") is an offer by Hibbett for the outright purchase of all goods, merchandise, materials, works and services listed on the PO, and all property rights therein including all right, title and interest in foreign and domestic industrial and other rights of any nature whatsoever, including personal rights and the right of Hibbett and its successors and assigns, to protect the same by patent, trademark, copyright or otherwise ("Goods"). Acceptance of payment from Hibbett will constitute Vendor's transfer of all right, title and interest in Goods. The property rights in Goods extend to all items specially made, prepared, written, designed, or adapted for Hibbett's use, including, but not limited to, artwork, drawings, sketches, writings, manuscripts, designs, photographs, and machinery. Vendor warrants to Hibbett that Vendor has the full power to transfer to Hibbett all such right, title and interest in Goods.

2. Vendor's acceptance of this PO is expressly limited to and conditioned upon acceptance of all of the terms and conditions set forth in this PO, which terms cannot be altered or amended without Hibbett's express written consent signed by an authorized agent of Hibbett. This PO constitutes the complete, exclusive and final agreement between Hibbett and Vendor. **ACCEPTANCE OF THIS PO IS EXPRESSLY LIMITED TO THE TERMS HEREIN AND ANY ADDITIONAL OR DIFFERENT TERMS ARE OBJECTED TO WITHOUT FURTHER NOTIFICATION BY HIBBETT.** Vendor may utilize form purchase orders or invoices which contain contradictory terms, however, by selling Goods to Hibbett, Vendor acknowledges and agrees that the terms herein supersede any contradictory terms whatsoever.

3. All prices are stated in U.S. Dollars. All amounts due will be paid in U.S. Dollars. If prior to shipment of Goods Vendor reduces its price for the same Goods sold to any other customer of Vendor, the price specified in the PO will be reduced to match the lowest price for any customer of Vendor. No increase in the price of Goods shall be effective while there is an open PO unless approved in a writing signed by an authorized agent of Hibbett. Vendor agrees that prices quoted and shown on the PO include all applicable federal, state and local taxes.

4. Unless otherwise agreed by Hibbett in writing, all Goods are to be shipped FOB Hibbett's distribution center or other location specified in this PO. Vendor is the de facto owner of all Goods purchased by Hibbett and title shall remain with Vendor until accepted by Hibbett. No Goods in excess of quantities ordered shall be shipped by Vendor to Hibbett. In the event that excess quantities are shipped, Hibbett, in its sole discretion, may accept such additional quantities at a discounted price in an amount determined by Hibbett or return the excess Goods to Vendor at Vendor's cost.

5. The "Cancel If Not Shipped Date" shall be determined by the date of receipt set forth on the applicable Forwarder's Cargo Receipt, ocean, truck, or domestic bill of lading or airway bill. Seller shall immediately advise Hibbett, identifying the PO number and department number, if any part of this PO cannot be shipped in time to be received by the date specified in this PO. This PO is deemed cancelled if shipment is not made before the Cancel If Not Shipped Date. Seller shall not ship without the written consent of Hibbett on or after the Cancel If Not Shipped Date, nor shall Seller ship before the "Start Ship Date" on the front hereof without Hibbett's written consent. At Hibbett's option, Hibbett may accept a late shipment and pay for Goods received which are in conformance with the PO, reject all or part of the shipment, or cancel all or part of this PO. Partial acceptance shall in no way bind Hibbett to accept further deliveries on any other part of this PO, nor shall acceptance be construed as waiver of any of Hibbett's rights to recover damages for late or partial delivery. Each PO issued by

Hibbett to Seller will be a separate contract and multiple POs are not intended to be parts of an installment contract.

6. Any of Hibbett's equipment, materials or goods which are in the possession or control of Vendor shall be and remain the property of Hibbett, and any loss or damage occurring to the same shall be the responsibility of Vendor.

7. Hibbett may revoke, amend, or modify this PO at any time before acceptance. **UNDER NO CIRCUMSTANCES WILL HIBBETT BE LIABLE TO VENDOR AS A RESULT OF ANY CANCELLATION AFTER ACCEPTANCE FOR ANY AMOUNT IN EXCESS OF THE PURCHASE PRICE SET FORTH IN THIS PO. HIBBETT SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHETHER BASED UPON THEORIES OF CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS PO.**

8. Either party shall be excused from performance of its obligations under this PO if such party suffers a force majeure event, which shall mean and be limited to an event caused by an act of God, epidemic, earthquake, fire, flood, riot, civil disorder, terrorism, government regulation or action, or other substantially similar cause, and which could not have been prevented or circumvented by reasonable precautions or commercially accepted processes of the party experiencing the force majeure event; provided that a party that suffers a force majeure event shall immediately inform the other party upon the occurrence of such event and shall take all reasonable steps to remedy the situation so that it is again able to perform its obligations under this PO. A force majeure event does not include labor disputes or shortages of raw materials, transportation, fuel or supplies. Hibbett may immediately terminate this PO without liability upon notice of any such force majeure event.

9. Hibbett has the right to impose chargebacks on Vendor or recover or set-off damages caused to Hibbett, both as against this PO and any other PO, in the event of (i) any variation from the terms and conditions of this PO, (ii) shipment of defective Goods or breach of any warranties hereunder, (iii) any failure by Vendor to comply with the "Vendor Compliance Manual", the terms of which are incorporated herein, or (iv) any other policies communicated to Vendor by Hibbett from time to time. Hibbett may communicate policies or procedures or publish the Vendor Compliance Manual on a website maintained by Hibbett and upon publication on such website, Vendor will be deemed to have notice of any additions, deletions or modifications thereto.

10. Vendor shall prepare a separate invoice for each department and each PO within a shipment. All invoices, bills of lading, packing slips, customs documents and correspondence must be in English. Invoice line detail must be individually extended and all line totals must be extended to total invoice amount stated in U.S. Dollars. No charges are allowed for any additional costs including boxing, crating, drayage, or storage unless specifically stated on the PO. If this PO provides a single shipping date, Vendor shall pay all transportation, freight, and insurance charges on all additional shipments. The decision to insure Goods in transit is at Vendor's sole discretion as Vendor is the owner of the Goods while in transit. Hibbett has no insurable interest in the Goods until accepted by Hibbett. Hibbett will not reimburse any such insurance costs or premiums. Failure to comply with the above billing terms may result in a delay in invoice processing and chargebacks to Vendor.

11. All documents shall accurately reflect the actual quantities shipped. All quantities received are subject to verification by Hibbett. Differences between the quantity invoiced and the quantity received will be charged back to Vendor. Each shipment shall be individually manifested. No invoices will be honored or accepted by Hibbett if submitted later than 30 days after receipt by Hibbett of the Goods.

12. All rejected or cancelled Goods shall be returned at Vendor's expense. If Vendor rejects the return, Hibbett shall have the right to dispose of the Goods in any commercially reasonable manner and obtain damages from Vendor. Vendor may not resell any Goods, including cancelled product, overstocks, overruns, defectives, and irregulars, which incorporate Hibbett's intellectual property, labels or marks without (i) prior written approval of Hibbett and (ii) removal of all such intellectual property, marks and labels.

13. By accepting this PO, Vendor represents and warrants to Hibbett that the Goods furnished hereunder: (a) are (i) free from defects in materials, workmanship, and fabrication, (ii) of the quality, quantity, size, description, color and dimensions specified by Hibbett, (iii) affixed with all required tags, labels and other printed materials, which are true and correct in all respects; (iv) contained in packaging with tags, labels and other printed materials, which are true and correct in all respects; (v) can be resold without restriction and no labels attached thereto need to be

removed prior to any such resale; (vi) may be handled, worn and/or used without causing harm to any person or damage to property; (vii) fit for such particular purpose and uses, if any, specified by Hibbett or otherwise known to Vendor, and (viii) in strict accordance with Hibbett's specifications, descriptions and approved samples or prototypes; (b) are in compliance with normal retailing standards with respect to colorfastness, wash fastness and light fastness; (c) will pass without objection in the trade, are of first quality and conform to the promises or affirmations of fact made by Vendor or its agents; (d) are delivered to Hibbett free from any security interest or other lien or encumbrance of any person and Hibbett shall have good title thereto; (e) do not and will not infringe on any foreign or domestic patent, trademark, trade name, copyright or other similar intellectual property interest of any person, arising out of or relating to the sale or use of such Goods; (f) are new and unused; (g) comply with all applicable foreign, and U.S. federal, state and local laws, ordinances, orders, standards, rules, regulations, including all country of origin requirements established by the U.S. Customs Service; (h) where applicable, comply with the standards of Underwriters Laboratories, Inc. ("ULI") and bear the ULI stamp of approval; (i) were manufactured in accordance with U.S. and local labor laws and that no Goods were produced using child, forced, indentured or convict labor contrary to local and/or U.S. legal requirements; and (j) are free from hazardous substances as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. paragraph 9601 et seq. and the regulations promulgated pursuant thereto, as amended [the Act]; any other toxic or hazardous waste, material, mold, fungus, spore or substance as defined under any other federal, state or local law, rule, regulation or ordinance; petroleum products, lead, and any other pollutant or environmental contaminant. The representations and warranties set forth in this Section shall survive shipment, inspection, testing, acceptance and payment for or use of the Goods delivered hereunder or termination of this PO. Statements of Vendor made by its sales agents or in its advertising or promotional materials as to the quality, grade, performance and use of the Goods shall be express warranties of Vendor made to Hibbett in connection with this PO.

14. Hibbett is not under any duty to inspect Goods before resale and all warranties shall survive inspection, acceptance, and payment by Hibbett. Defects are not waived by failure to notify Vendor after receipt or inspection by Hibbett. Resale, repackaging, repacking, dividing for the purpose of resale, or otherwise disposing of the Goods by Hibbett shall not be considered an acceptance of the Goods so as to bar Hibbett's right to reject the Goods and/or recover damages from Vendor.

15. Hibbett shall have the right to inspect Vendor's, and Vendor's supplier's facilities, warehouses and manufacturing plants. Vendor shall provide Hibbett all information relating to the origin and location of manufacture of Goods, including compliance with all workplace laws. Vendor further agrees to: (i) keep books and records (including without limitation all original documents) regarding the site of manufacture, inspection reports, fabric content and any agency relationships with respect to such Goods; (ii) maintain such books and records for a minimum of 6 years after the sale of such Goods to Hibbett; and (iii) make such books and records available to Hibbett for inspection, immediately upon Hibbett's request.

16. Vendor acknowledges that all specifications, descriptions, drawings, blueprints, nomenclature, samples, models, designs, patterns and other information furnished to Vendor by Hibbett pursuant to this PO constitute the confidential information and trade secrets of Hibbett. Vendor agrees that it will not use, copy, reproduce or disclose to any person any such confidential information or trade secrets except upon the express written consent of Hibbett, which may be withheld for any reason. Vendor also acknowledges and agrees that, in the event of a breach of this Section, monetary damages may not be an adequate remedy and that Hibbett shall be entitled to such other remedies as may be available in law or equity. Vendor acknowledges that the confidential information or trade secrets disclosed by Hibbett represents its valuable property, which is intended to be maintained in perpetuity as trade secret property. Accordingly, the confidentiality and non-use obligations hereunder shall be continuing in nature and shall survive termination of this PO.

17. Vendor shall obtain and maintain, at Vendor's expense, commercial general liability insurance including coverage for products liability/completed operations, with an insurance company satisfactory to Hibbett. Such insurance shall have a broad form vendor's endorsement naming Hibbett and its subsidiaries and affiliates and its officers, directors, employees and agents as additional insureds in the minimum combined single limit of \$2,000,000 for bodily injury and property damage. Coverage shall not be terminated or changed without at least 30 days prior written notice to Hibbett. Vendor shall furnish Hibbett with certificates of insurance at the time of the first purchase by Hibbett and evidence of all renewals, listing the coverages and amounts therein. The purchase of such insurance and furnishing of such certificates shall not satisfy any of Vendor's obligations hereunder or in any way modify Vendor's agreement to indemnify Hibbett as provided herein. Hibbett shall have the right to withhold payment of outstanding invoices until receives a copy of the aforesaid certificate of insurance endorsement.

18. Vendor agrees to defend, protect and save harmless, Hibbett Sports, Inc., its subsidiaries, successors, assigns, customers and users of its goods and merchandise ("Hibbett") against any suit, damage, claim, demand, or expense (including attorneys' fees): (a) from actual or alleged infringements of any foreign or domestic patent, trademark, trade name, copyright or other industrial, personal and intellectual property rights of any nature whatsoever; (b) arising out of any claim for damages from, defects in the goods and merchandise, whether latent or patent, in material or workmanship, defective design, defective warnings or instructions; (c) arising out of Vendor's negligence; or (d) upon any other breach by Vendor of any representation or warranty made herein. Hibbett shall have the right to appoint counsel for and defend itself against civil, administrative or criminal actions, suits, or proceedings arising out of the foregoing even if any of the allegations thereof are groundless, false or fraudulent. Amounts owing to Hibbett by Vendor as a result of this section shall be paid to Hibbett by Vendor immediately following written notice by Hibbett. Hibbett shall have the absolute right to control the conduct of any threatened litigation or litigation instituted against it and to settle and compromise any claims made against it without notice or approval of Vendor, without affecting or reducing Hibbett's right to be indemnified by Vendor hereunder. Hibbett shall have the right to offset any costs not reimbursed by Vendor hereunder from current and future invoices.

19. All indemnities, warranties, guarantees and representations shall survive shipment of Goods or termination of this PO, are for the benefit of and shall be enforceable by Hibbett, any party to whom Hibbett resells the Goods, and the officers, directors, employees, affiliates, subsidiaries, heirs, successors and assigns of each of them and shall not be exclusive of any other representatives and warranties made by Vendor, whether express or implied.

20. Hibbett reserves the right to an anticipation discount for early payment of invoices at an annual rate of interest equal to the sum of four basis points plus the prime rate of interest as announced by Bank One, NA from time to time as its prime rate.

21. Should a dispute arise between Hibbett and Vendor regarding these terms and conditions or any sale of Goods to Hibbett from Vendor, these terms and conditions shall be governed by and construed in accordance with the laws of the state of Alabama, and any dispute shall resolved in the State or Federal Courts located in Birmingham, Alabama.

## HIBBETT SPORTS VENDOR VIOLATION FORM

### AREA- ACCOUNTS PAYABLE

<b>DATE</b>	
<b>VENDOR</b>	
<b>VENDOR #</b>	
<b>PO #</b>	
<b>COMPLETED BY</b>	

CODE	COMPLIANCE ISSUE	OFFSET EXPENSE	TOTAL
A01	Missing invoice detail	MAX:\$500 per shipment MIN: ½ shipment amount	
A03	Correct payment terms and / or cost not listed as on PO	MAX:\$150 per invoice MIN: ½ cost of invoice	
A04	Discontinues parallel invoicing before EDI stated 90 days or exception granted.	MAX:\$150 per invoice MIN: ½ cost of invoice	
A05	Does not provide EDI invoices within 3 business days, or PAPER invoices within 10 business days after merchandise is shipped	MAX:\$500 per shipment MIN: ½ shipment amount	
A06	Duplicate invoice number within a 2 year period	MAX:\$150 per invoice MIN: ½ cost of invoice	
A07	EDI / paper invoices do not match	MAX:\$150 per invoice MIN: ½ cost of invoice	
A08	Incorrect/ missing ship to store number or address referenced on invoice	MAX:\$150 per invoice MIN: ½ cost of invoice	
A09	Invalid PO number / PO number missing from invoice	MAX:\$150 per invoice MIN: ½ cost of invoice	
A11	Missing / incorrect invoice cost transmitted on invoice	MAX:\$150 per invoice MIN: ½ cost of invoice	
A12	Missing UPC code on invoice / UPCs included on invoice that were not shipped	MAX:\$150 per invoice MIN: ½ cost of invoice	
A13	Check remittance copies requested by vendor	MAX:\$150 per invoice MIN: ½ cost of invoice	
A14	Items 6 months or older requested by vendor	MAX:\$150 per invoice MIN: ½ cost of invoice	
A15	Continues parallel invoicing after EDI's stated 90 days without granted exception; EDI eligible invoices not transmitted EDI	MAX:\$150 per invoice MIN: ½ cost of invoice	
A16	Missing / incorrect invoice data transmitted on 810 invoice	MAX:\$150 per invoice MIN: ½ cost of invoice	
A17	Missing / incorrect PO number transmitted on 810 invoice	MAX:\$150 per invoice MIN: ½ cost of invoice	
A18	810 invoice not valid / usable	MAX:\$150 per invoice MIN: ½ cost of invoice	
A19	Missing / incorrect segment / element transmitted on 810 invoice (incorrect mapping specs)	MAX:\$150 per invoice MIN: ½ cost of invoice	
A20	Purchase Order not invoices separately for each shipping location.	MAX:\$150 per invoice MIN: ½ cost of invoice	

## HIBBETT SPORTS VENDOR VIOLATION FORM

### AREA- EDI

<b>DATE</b>	
<b>VENDOR</b>	
<b>VENDOR #</b>	
<b>PO #</b>	
<b>COMPLETED BY</b>	

CODE	COMPLIANCE ISSUE	OFFSET EXPENSE	TOTAL
E01	Cartons shipped missing ASN data received manually by Hibbett DC without requesting data transmission from Vendor	\$50 per carton (used for 10 cartons or less per shipment, 11 or more cartons will be deducted as code E06)	
E02	Duplicate carton ID numbers shipped by vendor within a 1 year period	\$30 per carton plus \$500 admin fee (1-10 cartons; 11+ cartons will be charged as E06)	
E03	Invalid ASN (856) data	\$1000 same Day / shipment, \$2500 Day 2 / shipment; \$5000 Day 3 / shipment, manual receipt (deducted as code E06) or returned to vendor Day 4	
E04	Late ASN (856) transmission	\$1000 same Day / shipment, \$2500 Day 2 / shipment; \$5000 Day 3 / shipment, manual receipt (deducted as code E06) or returned to vendor Day 4	
E05	Pack by store order that was shipped as bulk	\$50 per carton plus \$1000 admin fee	
E06	Packed by store shipment that must be received as a bulk shipment by DC (i.e. unscannable or missing label, invalid PO, late or invalid ASNs exceeding 3 business days)	\$50 per carton plus \$1000 admin fee (11+ cartons; 1-10 cartons will be charged as code E01)	
E07	PO written as bulk, arrives packed in prepacks	\$30 per carton plus \$500 admin fee	
E08	PO written as prepack, arrives packed in bulk	\$30 per carton plus \$500 admin fee	
E09	Incorrect / missing info or unscannable / missing GS1-128 (formerly UCC-128) label	\$30 per carton plus \$500 admin (11+ cartons; 1-10 cartons will be charged as code E01)	
E10	Duplicate shipment # transmitted in the BSN 02 of 856 ASN	1 <sup>st</sup> violation \$5 per carton plus \$100 admin fee; 2 <sup>nd</sup> violation \$10 per carton plus \$200 admin fee; 3 <sup>rd</sup> violation \$15 per cartons plus \$300 admin fee	
E11	Missing Hibbett mandatory segment in 856 ASN (i.e. BSN, DTM 011, 067, TD5 (carrier), TD1 (carton weight, etc.)	1 <sup>st</sup> violation \$5 per carton plus \$100 admin fee; 2 <sup>nd</sup> violation \$10 per carton plus \$200 admin fee; 3 <sup>rd</sup> violation \$15 per cartons plus \$300 admin fee	
E12	Missing N1 ST segment of 856 ASN (ship to store # or mark for )	1 <sup>st</sup> violation \$5 per carton plus \$100 admin fee; 2 <sup>nd</sup> violation \$10 per carton plus \$200 admin fee; 3 <sup>rd</sup> violation \$15 per cartons plus \$300 admin fee	
E13	Missing / invalid ship to store number transmitted in N1 ST segment of 856	1 <sup>st</sup> violation \$5 per carton plus \$100 admin fee; 2 <sup>nd</sup> violation \$10 per carton plus \$200 admin fee; 3 <sup>rd</sup> violation \$15 per cartons plus \$300 admin fee	
E14	PO written as mark for store and shipped PPK	\$30 per carton plus \$500 admin fee	
E15	ASN transmitted includes items not on shipment	\$250 per shipment	

## HIBBETT SPORTS VENDOR VIOLATION FORM

AREA- Distribution Center

<b>DATE</b>	
<b>VENDOR</b>	
<b>VENDOR #</b>	
<b>PO #</b>	
<b>COMPLETED BY</b>	

CODE	COMPLIANCE ISSUE	OFFSET EXPENSE	TOTAL
W01	Early or late ship	\$150 per shipment	
W02	Invalid / cancelled PO shipped with valid purchase order(s)	\$30 per carton plus \$500 admin fee per shipment and Return To Vendor cost	
W03	Invalid format, Invalid data, poor quality, missing or incorrect price ticket	.50 cents per item plus \$250 admin fee	
W04	Cartons shipped on invalid PO number	\$30 per carton plus \$500 admin fee	
W05	Carton Contents do not match carton label contents	\$30 per carton plus \$500 admin fee per shipment and Return To Vendor cost	
W06	Merchandise substitution	Minimum of \$150 or up to ½ cost of substituted item per shipment	
W07	Missing or unusable packing slip for NON-EDI shipments	\$150 per shipment	
W08	Multiple prepacks shipped inside of carton and / or poly bag	\$5 per carton plus \$250 admin fee	
W09	Outer carton not labeled as masterpack / inner carton not packed / labeled by store	\$150 per shipment	
W10	EDI / NON-EDI vendor-incorrect, missing information or lack of carton label	\$30 per carton plus \$500 admin fee per shipment and Return To Vendor cost	
W11	Partial shipment (less than 80% of order)	\$500 per shipment	
W12	PO number not visible on NON-EDI carton(s)	\$30 per carton plus \$500 admin fee	
W14	Prepack cartons not labeled / labeled incorrectly	\$30 per carton plus \$500 admin fee	
W15	Team division / store special order shipped to DC	\$150 per shipment plus UPS cost for shipping to store MIN: ½ cost of overage.	
W17	Unauthorized external container used (i.e. metal straps, poly bags, incorrect carton dimensions)	\$5 per carton plus \$250 admin fee (min 8"x9"x4" 2lb / max 36"x24"x30" 60lb)	
W18	Arrival of cartons intended for another retailer / receiver	\$150 per carton plus freight	
W19	Arrival of shipment without appointment	\$250 per shipment	
W20	Failed to consolidate shipments as specified in the Hibbett Transportation and Routing Guide	\$250 per shipment plus freight charges	
W21	Failed to request routing or used unauthorized carrier for shipping point	\$250 per shipment plus freight charges	
W22	Incorrect info on routing request creating additional freight expense	\$250 per shipment plus freight charges	
W23	Failed to ship Hibbett backhaul creating additional freight expense	\$250 per shipment plus freight charges	
W24	Shipped PO air freight without authorization from Hibbett Traffic department	\$250 per shipment plus freight charges	
W25	Unauthorized drop ship to store instead of DC	\$250 per shipment plus freight charges and reconsignment cost	
W26	Cancellation of requested pickup creating additional freight expense	\$250 per shipment plus freight charges	
W27	Detention charges from carriers due to delay at pickup	\$250 per shipment plus detention charges	
W28	Incorrect / missing PO info ie list of POs included on shipment, total cartons per PO on BOL	\$250 per shipment per PO	

W29	Merchandise shipped in excess or short of ASN (i.e. overages or shortages)	Min \$150 per shipment; max ½ cost of overage	
W30	GS1-128 (formerly UCC-128) label located incorrectly on carton	\$30 per carton plus \$500 admin fee	
W31	Storage fee after 5 <sup>th</sup> business day awaiting RA#	\$250 per PO per day delayed	
W32	Product not ready for pickup as stated on routing request	\$250 per PO plus freight charges	
W33	Cartons missing from shipment with correct ASN. Vendor misrouted cartons causing them to arrive late.	\$30 per carton plus \$500 admin fee	