



Domestic Vendor Operational and Routing Guide

Effective October 20, 2025

Introduction

TPS Group Holdings (TPS), a family of brands including The Paper Store and Uncharted, is dedicated to transforming daily routines into joyful escapes that inspire and surprise. Our mission is to connect with every customer through carefully chosen products, immersive shopping experiences, and service that goes the extra mile, creating a space that sparks joy with every visit.

TPS operates more than one hundred *The Paper Store*, *Uncharted*, and *Gifts and More at The Paper Store* retail locations in the northeastern United States, Florida and Illinois in addition to its thriving eCommerce business. Our number one priority is to ensure that all of our customers are thrilled with the quality, selection and values they find whether they are shopping in one of our stores or visiting us online.

This guide has been created to enhance the relationships between TPS and its domestic vendors to ensure that all parties operate in an efficient and effective manner so that we can continue to provide our shared customers with the rewarding shopping experience they expect and deserve.

This guide is divided into the following sections:

1. [Vendor Relationship and Administration](#)
2. [Product Requirements, Setup and Maintenance](#)
3. [Purchase Orders and Shipments](#)
4. [Receiving, Invoicing and Payments](#)
5. [Product Damages and Returns](#)
6. [Vendor Performance Management](#)
7. [Contacts and Resources](#)

We are committed to transparency and ongoing dialogue between ourselves and each of our vendors. We welcome your comments, questions, and ideas. Please feel free to contact us at VendorCompliance@TPSGroupHoldings.com.

We thank you in advance for your support.

TPS Group Holdings

Please Note: This guide supersedes all prior versions of our Domestic Compliance Guide and is effective 10/20/2025.

Section 1: Vendor Relationship and Administration

1.1 Vendor Setup and Maintenance Process

Prior to receiving any purchase orders or making any shipments to TPS, a prospective vendor must complete the setup process. A copy of our setup form, which will be provided via an emailed digital link, will be provided by the buyer. Once submitted, vendors will receive an email that verifies this form was submitted. In addition to completing the form, the vendor must also provide:

**** Required**

- *Certificate of Insurance* (details below) **
- Copy of IRS W-9 Form (United States (US) Entity) **
- Copy of IRS W-8 Form (Non-US Entity) **
- Completed Vendor ACH Authorization Form available at: thepaperstore.com/suppliers
- Vendor Agreement (if applicable)
- Digital Advertising Policy (if applicable)
- MAP Policy (if applicable)

Insurance and Indemnification

Each vendor will secure and maintain appropriate product and contractual liability insurance coverage in adequate amounts, including:

- (a) commercial general liability insurance of at least \$1,000,000 per occurrence, \$1,000,000 aggregate.
- (b) personal and advertising injury insurance of at least \$1,000,000 per occurrence; and
- (c) products/completed operations insurance of at least \$1,000,000 aggregate.
- (d) excess umbrella insurance of at least \$5,000,000 aggregate.

Such coverage will be primary and not contributory and provide cross-liability coverage. Vendor's insurance will name *TPS Holdings, LLC and its affiliates* as additional insured. Vendors will be required to provide certificates of insurance meeting or exceeding the requirements shown when establishing a business relationship with TPS and provide updated certificates as existing certificates expire. New and updated certificates are to be submitted via email to: AP@TPSGroupHoldings.com

Each vendor will be solely responsible for and will indemnify and hold TPS Holdings, LLC and affiliates, and their respective directors, managers, officers, employees and agents (collectively, the "TPS Holdings, LLC Indemnified Parties") free and harmless from and will (at TPS' sole option) defend TPS Holdings, LLC Indemnified Parties against any and all losses, damages, liabilities, actions, judgments, reasonable attorneys' fees, costs, or expenses of whatever kind ("Claims") including Claims arising from or related to (a) any actual or alleged defect in Goods, including any Claim of strict liability in tort and/or failure to provide adequate warning; (b) actual or alleged infringement of any patent, copyright, trade secret, trademark or other intellectual property right arising from or related to any Goods; and (c) actual or alleged violation of any Applicable Law or breach of the Agreement by Vendor, its affiliates, and/or their respective employees, agents and contractors.

1.2 Communications Protocols

Vendor Contact Information

As part of the setup process, vendors are required to provide contact information for their designated associates in several key areas. It is the responsibility of the vendor to inform TPS of any changes to personnel or contact information.

TPS EDI Policy

TPS uses Electronic Data Interchange (EDI) to transmit Purchase Orders (EDI 860), receive Advance Ship Notices (EDI 856), Invoice (EDI 810), and, in the future, Purchase Order Acknowledgements (EDI 855) from select vendors. As part of the new vendor setup process, TPS will require basic information about each vendor's EDI capabilities and points of contact. TPS will also reach out to existing vendors to gather this information to help prioritize participants in its EDI program. Once notified by TPS, vendors will be expected to take all reasonable steps to implement EDI communication. Note: Not all vendors are eligible for this in today's environment. It's the goal of TPS to continue expanding EDI functionality over time.

If you are interested in learning if you are eligible for EDI setup, you can contact EDI@TPSGroupHoldings.com.

1.3 Damages / Defective Items and Return Policy

Vendors are responsible for merchandise deemed "damaged" or otherwise unsaleable. This includes manufacturer defects, poor-quality merchandise or packaging, and customer returns that cannot be resold as first-quality goods. As part of the new vendor setup process, the vendor and the buyer will agree on the most appropriate return policy and allowances.

1.4 Freight Terms

Vendors are required to offer both prepaid and collect pricing options when being considered as a supplier. TPS will determine the appropriate freight terms for each vendor. These terms must remain consistent across all shipments. While it may become beneficial over time to change a vendor's terms from prepaid to collect or vice versa, vendors may not make such changes unilaterally. Any vendor wishing to explore a change in freight terms must contact their TPS buyer to discuss options.

New vendors will be onboarded with either prepaid or collect terms. Some existing vendors may currently operate under blended or non-standard freight arrangements. These non-conforming terms will be honored for the time being, but TPS plans to transition all vendors to either prepaid or collect terms in the future. As noted above, any changes to freight terms must be approved in writing by TPS.

Freight Terms

TERM	DEFINITION	WHO PAYS FREIGHT	RESPONSIBILITY / OWNERSHIP TRANSFER POINT
Collect	Consignee (receiver - TPS) is responsible for shipping expenses. Vendor is required to ship goods via the carrier designated by TPS (see Sec.3.3)	TPS (Consignee)	Transfer occurs at shipment pickup point; retailer assumes freight cost upon carrier's collection.
Prepaid	Shipper (seller - Vendor) chooses the freight carrier and is responsible for the shipping charges	Vendor (Shipper)	Vendor retains ownership and responsibility until goods are accepted by TPS at one of its locations
Vendor Managed Direct Import	Vendor manages production, shipping, compliance and all costs of importation such as duty, tariffs port fees, etc. Vendor delivers goods directly to port or DC as designated on the purchase order. Importer of Record = Vendor (Shipper)	Vendor (Shipper)	Vendor retains ownership and responsibility until goods are accepted by TPS or its agent at destination (port or DC)
Direct Import via Domestic Vendor	Retailer places a Direct Import order (with a "domestic supplier"). The goods are shipped directly from overseas to the retailer's designated location, typically a freight port. Importer of Record = Retailer (Consignee)	Retailer (Consignee)	Vendors are required to comply with all requirements contained in TPS Import Compliance Guide: TPS Import Compliance Guide

Importer of Record (IOR):

- Filing import declarations
- Ensuring compliance with U.S. Customs and Border Protection (CBP) rules
- Paying duties and tariffs

Please reference the International Supplier Guide at www.thepaperstore.com/suppliers

All questions should be submitted to Imports@TPSGroupHoldings.com

1.5 Payment Terms

TPS standard payment terms are “Net 60 days”. Vendors preferring payment terms other than “Net 60 days” must discuss their options with their buyer as part of the vendor setup process. Payment terms will be included on each purchase order. In certain circumstances additional or differing terms may apply to specific purchase order(s). Such terms will also be indicated on the purchase order. Examples of such terms may include but are not limited to:

- Trade Discount(s)
- Early Pay Discounts
- Freight Allowance
- Extended Dating (beyond normal terms if negotiated)
- Damage /Defective Allowance
- Advertising Allowance
- New Store Allowance

The act of shipping any purchase order indicates the vendor’s acceptance of the terms indicated on the order and contained within this guide.

Please see sections 3 & 4 for further information regarding purchase orders and invoices

Section 2: Item Requirements, Setup and Maintenance

2.1 Item Quality Standards

All products (domestically produced or imported) made for and/or sold to TPS must comply with all applicable US, State, local and international laws, rules, regulations and industry standards, as well as TPS corporate policies. At times, TPS may choose to identify specific requirements, in this guide or elsewhere, for certain products. In such cases, vendors must view such requirements as being “in addition to”, not a “substitute for” any applicable legal or industry standard(s). In all instances, the vendor is responsible to ensure that all legal and industry standards are met or surpassed.

2.2 Defective or Damaged Product

TPS is committed to providing high quality products to its customers. During the receiving, distribution, merchandising and/or sales & returns processes, products may be identified as not meeting TPS standards or those of their customers. In such cases the vendor will be responsible for credit or replacement consistent with the terms established during the vendor setup process. In addition to the merchandise cost, vendors will be responsible for inbound and outbound transportation and handling costs associated with such items.

If the vendor and TPS have agreed on a fixed allowance rather than processing defective claims individually, the vendor must reimburse TPS for the full cost of the defective products (rather than just the negotiated allowance) plus any associated inbound and outbound freight expenses if substantial quantities, exceeding normal business expectations, are found to be defective.

2.3 New Item Setup

When adding new items to the assortment, vendors must work directly with the buyer to provide all required item setup information. It is the vendor’s responsibility to ensure that the information provided is complete and accurate. Any errors or omissions resulting in increased costs or other adverse consequences will be the responsibility of the vendor.

New vendors must ensure that they are presenting both collect and prepaid pricing when setting up new items with the buyer.

2.4 Item Maintenance

Should a vendor wish to update or amend any item information, they must work directly with the buyer to provide the revised details. Please note that merely informing TPS of a change to an item or items does not constitute TPS acceptance of the change. Any change to cost, fabrication, specifications, or other material factors must be approved by TPS. TPS reserves the right to void any purchase orders or other purchasing commitments if there is an unapproved material change to the item, its source, or its costing.

2.5 Item Image and Asset Management

During the vendor setup process, vendors should communicate their ability to provide images in the “Marketing” section. Vendors who distribute assets via an online portal Image Portal should provide a link and instructions to access the portal in the “Other Marketing Assets” section.
(see image below)

MARKETING

* Product Imagery Available?

No



Product Imagery Details

* Lifestyle Imagery Available?

No



Lifestyle Imagery Details

Other Marketing Assets

* Brand Social Media Handles

IG: adinaeden_

Existing vendors should provide any Vendor Portal links to TPS by emailing
TPSECommerce@TPSGroupHoldings.com

For vendors that are not using portals and wish to email available imagery, please leverage our standard image guidelines outlined below.

Vendors are required to provide product images that meet the standards outlined below:

- File Type: JPEG
- File naming convention:
 - Vendor Style_Vendor Name_Sequential number of each image
 - Example: AG14456_VendCo. Inc._1, AG14456_VendCo. Inc._2, etc.
- Size: always less than 100 KB, preferably between 70-80 KB
- Size on disk: always less than 100 KB, preferably between 70-80 KB
- Dimensions: 800x1000
- Horizontal Resolution: 96 dpi
- Vertical Resolution: 96 dpi

Additional Image Guidelines:

- **Padding Folder:** Images in this category should be cut out and placed on TPS standard grey canvas with a border/padding. Final dimensions must be 800 × 1000 pixels, optimized for web. Once complete, upload the files to the designated FTP folder.
- **No Padding Folder:** These images contain one or more areas where the product extends to the edge of the frame. They should be cut out and placed on TPS standard grey canvas without any border/padding. Final dimensions must be 800 × 1000 pixels, optimized for web, and uploaded to the designated FTP folder

- **Resize Without Cropping:** When resizing images to 800 × 1000 pixels, proportions must be maintained. If padding is required to achieve the specified dimensions, it should be kept to a minimum.
- **Extend Background:** Images in this category must be resized to 800 × 1000 pixels without distortion. If padding is required, fill it with the image's background color to avoid any visible white edges.
- **Resize with Cropping:** Images must be resized to 800 × 1000 pixels while maintaining proportions. Cropping is permitted; however, no essential parts of the product or any text should be fully removed. Text must remain legible, and the main product must be fully represented in the image.

*Any questions or concerns regarding these image requirements should be directed to **TPSECommerce@TPSgroupholdings.com**.*

2.6 Merchandise Samples

Unless prior approval from TPS has been obtained, vendors must not invoice for product samples, whether requested by TPS or sent unsolicited, and TPS will not provide payment for them. This approval requirement also applies to freight expenses, which remain the vendor's responsibility unless expressly authorized by TPS.

This policy includes situations in which the vendor ordinarily ships to TPS stores or distribution centers at TPS's expense. Vendors may not use TPS account numbers or ship samples to TPS buyers under collect terms without prior approval. If such shipments occur without approval, TPS will bill the freight expense, plus a processing fee, back to the vendor.

All merchandise samples are to be shipped to TPS's corporate office, addressed to the attention of your assigned buyer. The corporate office address is provided in section 7 of this document.

2.7 Retail Packaging & Labeling Requirements

TPS packaging and labeling requirements presented in the sections below should not act as a replacement for any statutory or other legally required requirements, including but not limited to:

- Care labeling
- Hazardous labeling
- Country of Origin labeling
- Labeling identifying the supplier by full corporate name, street address, city, state and zip code ()
- Labeling with accurate declaration of net weight, measure and/or count, as applicable

2.8 UPC Labeling

TPS requires a scannable, GS1-compliant GTIN (Global Trade Item Number) to be applied to every individual retail selling unit, defined as a specific combination of style, size, color, or other variant. In accordance with GS1 standards, reuse of GTINs (including UPCs) is not permitted.

Each retail unit must be labeled with a unique barcode that meets one of the following formats:

- GTIN-12 (commonly known as UPC-A)
- GTIN-13 (EAN-13, including ISBN-13 for books and book-like products)
- GTIN-14 (used when TPS or the vendor follows case-level or internal numbering logic that requires this format)

The barcode label must include:

- A scannable barcode with human-readable numbers
- A product description such as supplier style, size, and color

Any changes or additions to GTINs must be communicated to the TPS buyer at least 28 days prior to the shipment date. TPS may assign GTINs, typically 14-digit internal identifiers, for certain products or categories. Vendors must not assign or modify these identifiers without TPS authorization.

Vendors may source UPC labels from any supplier, provided the labels meet TPS requirements. *Fine Line Technologies* is familiar with TPS standards, and vendors who wish to purchase labels from Fine Line may contact them directly at <http://www.finelinetech.com/>.

2.9 Retail Ticketing

Vendors must obtain written approval from the TPS buyer before any product ordered is ticketed or printed with the vendor's MSRP or a TPS-provided retail price. If approval is not granted, TPS may require the vendor to remove MSRP tickets prior to shipping and replace them with TPS retail tickets. If a product ships with a vendor MSRP without prior approval, the vendor may be responsible for all reticketing costs.

If the purchase order specifies that items must be pre-ticketed with TPS retail prices, the vendor must ensure the ticket is visible and meets all TPS requirements.

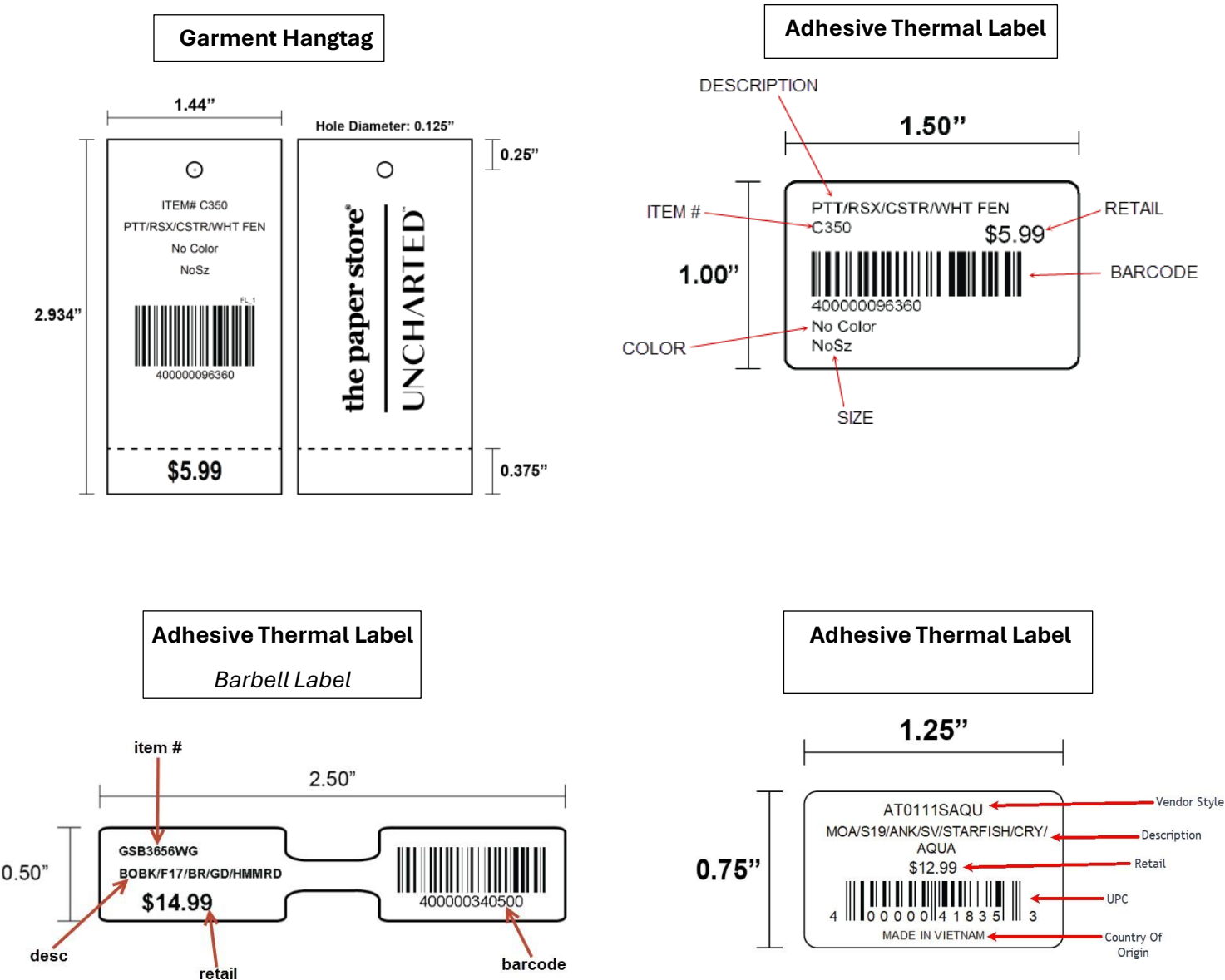
Tickets must not display the name of another retailer and must match the retail price indicated on the purchase order. Merchandise received in violation of these requirements will result in the vendor being responsible for all remediation costs, including any related freight expense. At the buyer's discretion, TPS may:

- Return the goods, with the option for the buyer to place a replacement order
- Have TPS associates or a third-party re-ticket the goods on TPS premises

Section 2: Item Requirements, Setup and Maintenance (cont'd)

Requirements:

Please see below for requirements for each type of label. If your label does not meet the standards defined, please contact your Buyer for guidance before items are labeled or shipped to TPS



Section 2: Item Requirements, Setup and Maintenance (cont'd)

Ticket Placement

Printed Retail Sticker

Retail price must never cover UPC number or barcode



Garment/Hang Tag

- Tags must include the SKU number, retail price (if requested by TPS), UPC, and a scannable barcode.
- All tags must be affixed directly to the product and remain visible through any protective or disposable packaging.
- Tag placement on the product should follow the guidelines provided in the chart below.

	Ticketing Apparel	
A	Pants, Shorts, Skirts, Outerwear Bottoms	Attach to the left outside seam at waist; fine fabrics attach through vendor label
B	Shirts, Dresses, Jackets, Sports Shirts, Outerwear tops, Shawls, Capes, Robes & Pajamas	1) Attach through the main label in the back center of the neck 2) If there is no main label, the ticket must be attached through the seam at the back center of the neck 3) Garments with no neck seam must attach the label under the left arm where the seam is reinforced
	Ticketing Accessories	
C	Scarves	Attach through main label. If there is no main label the ticket should be attached to the bottom of the item and through a seam (if applicable).
D	Hats	Attach through the seam at the top of the hat
E	Wallets/Clutches	Attach through the zipper or metal loop on either the left or right side
F	Handbags	Attach around the right side of the handle
G	Belts	Attach ticket through the belt buckle or prong

Section 2: Item Requirements, Setup and Maintenance (cont'd)

Sample images for reference:



Adhesive Thermal Label

- Must contain the SKU #, retail price (if requested by TPS), UPC and scannable barcode.
- Must be adhered to the product on the bottom, side or back of the product.
- Retail tickets can be provided by The Paper Store or created by the vendor.

	Jewelry & Accessories	
H	Card Back	Price label may be placed on the back of the jewelry card back
I	Barbell	Bracelets and necklaces may be ticketed with a barbell label
J	Standard Label	All other product that does not contain UPC must be ticketed on the back or bottom of the product.



Section 3: Purchase Orders and Shipments

3.1 Purchase Orders

TPS issues purchase orders to its vendors either by email or EDI transaction (850). There are three types of purchase orders:

1. Domestic Standard – Order will contain both “Ship to” and “Mark for” locations. They may be the same or may be different. Vendors should ensure that merchandise is shipped to the “Ship to Location”.
2. Domestic “Multi Size Pack” – Also marked with “Ship to” and “Mark for”- however each sku will contain an assortment of size, color, etc.
3. DDP (Delivered Duty Paid) – Shipment will originate outside of the USA. Vendors are responsible for all international transportation, duty, tariffs, and importation fees and delivery to the location indicated on the purchase order.

Additional Information included on purchase order includes

- Shipping terms (i.e., prepaid or collect)- (*See section 1.4*)
- Payment terms, (dating and discounts if applicable)
- Other discounts and allowances (trade discounts, damage, and/or freight allowances, etc.)

Upon issuance of any purchase order(s), TPS allows two working days for vendors to reject, or request modifications or clarifications regarding any information contained on the order. If no such actions are taken by the vendor, the order will be considered to be accepted, as is, by the vendor and a contract to fill the order as written will be established.

3.2 On -Time / In Full Shipping Requirements

All Purchase Orders will specify either a Shipping Window or an Arrival Window. Generally, orders originating in the United States will include a Shipping Window, while DDP (Delivered Duty Paid) orders will specify an Arrival Window. In addition, all orders will include an Order Cancel Date. These terms are defined below:

Shipping or Arrival Window:

Orders must be shipped (or must arrive) within the specified window, depending on whether a “Shipping” or “Arrival” window is indicated. Orders that ship or arrive outside the designated window, without prior written approval from TPS, may be subject to chargebacks as outlined in Section 6 of this guide.

- **Late Shipments** Orders that ship or arrive on or after the Order Cancel Date (depending on the window type) are subject to chargebacks for late shipment, as defined in Section 6 of this guide. In addition, TPS reserves the right to return such merchandise. All costs associated with the return will be the responsibility of the vendor.

- **Shipping In Full**

TPS requires its orders to be fulfilled accurately and completely, unless otherwise approved by TPS. Should all or part of any order be short/over shipped or contain substitutions, TPS reserves the right to cancel, refuse or return any these items at its sole discretion. Any expenses related to the return or refusal of such products will be the responsibility of the vendor.

3.3 Freight Terms and Transportation Responsibility

All shipments to TPS locations must be sent to the address specified on the purchase order. Orders can be either prepaid or collect (see section 1.4). The terms (prepaid or collect) are determined by the vendor and TPS buyer at vendor setup and can only be changed upon written confirmation from TPS. Vendors uncertain of their freight terms should confirm their status with their TPS buyer. TPS will not reimburse vendors for freight expenses unless there is a specific written agreement for such terms.

Prepaid Shipments

For prepaid shipments, the vendor may utilize the carrier of their choosing. Additionally, the vendor must ensure that the following conditions are met.

1. All packaging and labeling requirements defined anywhere in this guide must be met.
2. A delivery appointment is required for all shipments to TPS DCs. Deliveries to stores must be made within the designated receiving hours for each location. Store delivery schedules and receiving hours are available at www.thepaperstore.com/supplier.
3. TPS will not be responsible for any delivery or detention charges resulting from vendors or carriers failing to secure an appointment for DC deliveries.
4. TPS expects that all personnel associated with the vendor's chosen carriers will conduct themselves in a professional, competent and courteous manner, and TPS reserves the right to disqualify any carrier(s) whose performance or behavior is deemed unacceptable.

Collect Shipments

Vendors shipping collect orders should not ship more than one shipment per week to a given TPS location (DC or Store). If two or more purchase orders are due to ship during the same calendar week, they should be aggregated onto a single shipment and combined onto the same *Shipment Control Form*, unless the order is large enough to require more than a full truckload.

The *Shipment Control Form* is available by emailing Shipping@TPSGroupHoldings.com. The form should be completed and returned 24 hours prior to goods being available for pickup.

Note: Vendors must include a detailed Packing Slip and Invoice with every shipment

Shipment Control Form Instructions

- Complete **Section A**
- Complete **Section B** if shipment size is 20 Cartons or fewer AND 200 lbs. or less
- Complete **Section C** if shipment is Greater than 20 cartons AND / OR greater than 200lbs
- Ensure all information is entered as requested. Please note the following:
 - Vendors are responsible for providing complete and accurate information. Incomplete forms may be returned for corrections. Any incomplete or inaccurate forms which result in shipment delays or additional freight charges will be the responsibility of the vendor.
 - Vendors are responsible for understanding the freight characteristics of their products and shipments. It is critical that the “Control” form is complete and accurate when submitted for routing instructions. Any additional freight expense which results from incomplete or inaccurate information being provided to TPS will be the responsibility of the vendor.
 - Routing Instructions and Bill of Lading will be provided to the vendor within 24 Business Hours.
- **Section D** is for TPS use only.

3.4 Shipment Preparation

General Principles:

- A single carton can never contain more than one purchase order.
- Cartons can contain more than one specific item only if prior permission was provided by TPS. When approved the individual items cannot be “loose” within the carton. They must be packaged and labeled individually.
- An “outer” or “master” carton may contain multiple “inner” cartons of identical products. The outer carton must include the contents and quantity of the entire carton, and each inner must also contain the contents and quantity of the inner carton.
- All LTL and Truckload shipments must be palletized.

Carton Specifications

All cartons must fall within the following size and weight guidelines. Vendors should contact VendorCompliance@TPSGroupHoldings.com if merchandise needs to ship outside of these specifications.

- Minimum Cube / Dimensions: carton cube of at least 144 cubic inches with two largest dimensions at a minimum 9” and 4 “
- Maximum Cube / Dimensions: not to exceed 30” X 20” X 20” without prior TPS approval
- Maximum Carton Weight: 50 lbs. (jewelry not to exceed 30 lbs.)
- Please note: Any carton > 40 lbs. carton weight requires a “Team Lift” marking on both largest, widest sides of the item

Corrugated cartons must:

- Meet minimum single wall corrugated carton specs to sustain floor loading within trailers for distribution by NMFC guidelines
- Contain a seal of certification listing its bursting and weight constraints as set forth by the NMFC

Safe Transit:

- Based upon the characteristics of each shipment, goods may be delivered by Truckload, LTL, or Parcel. Vendors are responsible for understanding the nature and nuances of their products to ensure that they are packaged adequately to withstand the rigors of transportation for each of these modes. Sufficient internal packing material must be used to ensure adequate protection during handling and shipping.
- While it is the responsibility of vendors to choose the materials to ensure that their products are adequately protected from the rigors of transportation, TPS does not allow the use of polystyrene (e.g. Styrofoam) “peanuts” or “blow-in” foam.
- Vendors will be responsible for the value (including transportation) of any products damaged in transit that were not adequately protected.
- Vendors may choose to consult the National Motor Freight Council at nmfta.org/nmfc/packaging/ for further information regarding best practices for packaging and load creation.

3.5 Carton Labeling

The following information must appear on all cartons shipped to TPS. This information may be split between the shipping label, carton label and/or printed directly on the carton depending on the vendors capabilities and the nature of the product. All information must be present irrespective of mode of transportation

- Company name: “The Paper Store”, “Uncharted” or “Gifts & More” of the specific location being shipped. Failure to include the name of the store on the shipping documents often leads to confusion and delays when deliveries are attempted. Vendors who fail to include this information will be subject to chargebacks as defined in section 6.4 of this document
- 4-digit Location Number (i.e. 0098 - Distribution Center, 0994 - Ecommerce, 0017 - Hingham, MA)
- Ship to address (as indicated on the purchase order)
- TPS purchase order number

Each box must have a box number and the total number of boxes in its shipment by location

- E.g., grouped as Box 1 of 3, Box 2 of 3
- Carton Weight (lbs.)
- Any special handling must be noted on each box (i.e. Fragile, Display etc.)
- Expiration or Best by dates (if applicable)

- SKU information:
 - Item#
 - Product Description
 - UPC#
 - Color/size (when applicable)
 - Unit Count
 - Total number of inner cartons (if applicable)
 - Quantity within each inner carton

Examples:

Simple Master Carton

The Paper Store PO #100664566- 0098 DISTRIBUTION CENTER 46 Industrial Rd.- Upper Level Leominster, MA 01453 CTN # 6 OF 46 Item # <u>12338</u> QTY <u>12</u>	 N.W. <u>11.3 lbs</u> G.W. <u>12.2 lbs</u> MEAS: <u>15.1 in. X 12.5 in. X 8.8 in.</u>
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Odd/Mixed Carton

The Paper Store PO #100664556 - 0017 HINGHAM 94 Derby Street Hingham, MA 02043 CTN # 16 OF 16 Item # <u>12345</u> QTY <u>8</u> Item # <u>12356</u> QTY <u>12</u> Item # <u>12369</u> QTY <u>4</u>	 N.W. <u>13.2 lbs</u> G.W. <u>14.1 lbs</u> MEAS: <u>14.5 in. X 12.0 in. X 7.9 in.</u>
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Inner / Outer Carton

Uncharted PO #100664570 - 0121 OAKBROOK 2155 West 22nd Street The Shops at Oak Brook Place Oak Brook, IL 60523 CTN # 1 OF 6 Item # <u>12374</u> QTY <u>48</u> (12) units X (4) inner cartons	 N.W. <u>18.2 lbs</u> G.W. <u>20.1 lbs</u> MEAS: <u>16.5 in. X 9.0 in. X 14.25 in.</u>
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3.6 Packing Lists

A Packing list must accompany each routing request submitted when utilizing the Shipment Control Form Shipping@TPSGroupHoldings.com. A copy of the packing list must also accompany each reach shipment as detailed below:

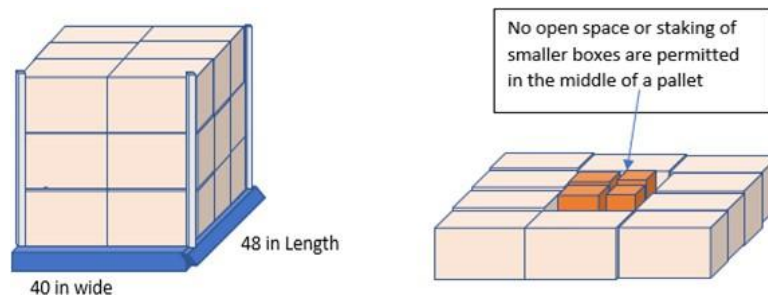
- The packing list must be in a plastic sleeve marked “Packing List Enclosed.”
- The packing list must be placed on the outside of a carton adjacent to the pallet label on pallet #1 in a plastic sleeve marked with “Packing List Enclosed”. If on a parcel shipment, place inside or outside of Box 1.
- When shipping multiple POs together the packing list for each PO must be placed in separate sleeves, or in box 1, adjacent to the pallet label all located on pallet #1
 - Vendor name and address
 - Contact number(s)
 - Location Name and Number (e.g.: The Paper Store 0098 – Distribution Center OR The Paper Store 0017 - Hingham, MA OR Uncharted 0121 Oakbrook, IL Ship To address as indicated on the purchase order)
 - TPS issued purchase order number
 - Item number
 - Product Descriptions (Size/color per SKU (when applicable))
 - Quantity shipped per SKU (in units/eaches)
 - Total number of units shipped
 - Fixtures/Display Requirements:
 - When products are packed inside of a fixture display – the packing list must identify the quantity shipped per sku.
 - When a fixture/display is shipped without product inside – a single line item must be listed separately on the packing list with total quantity shipped.

3.7 Pallet Building

Pallets must be a minimum of Grade B GMA, preferably 4-way, standard size (40 inches wide x 48 inches long) in good, reusable condition. Pallets may have been repaired but may not include any splintered wood or missing slats. Pallets must not exceed 94 inches in height nor 3000 lbs. in weight unless in advance by VendorCompliance@TPSGroupHoldings.com

- Vendors are responsible for constructing pallets in a manner that ensures the safety of personnel handling them and protects goods from damage during transit and unloading.
- Cartons must not be stacked in the center of the pallet if they are not visible from the outside (see example below).
- Cartons of varying sizes must not be stacked in the center of the pallet unless they follow the logical pattern of the surrounding cartons (see example below).
- Gaps between cartons and any overhang are not permitted.
- Gaylord pallet boxes are not permitted under any circumstances.
- Double-stacking pallets is not permitted unless approved in writing by VendorCompliance@TPSGroupHoldings.com.

- If multiple Purchase Orders are shipped on a single pallet, items must be kept separate by PO and may not be mixed.
- When a single PO is shipped, like items must be kept together.
- If cartons are labeled for individual store locations but shipped in bulk to the distribution center, they must be grouped first by location, then by Purchase Order number, and finally by SKU or mixed carton.



3.8 Preparing Truckloads

Vendors must adhere to the following when preparing truckload shipments

- Trailer Utilization:
 - Maximize trailer space by loading goods efficiently.
 - Vendors should “pinwheel” pallets by alternating the orientation of every other pallet to optimize space utilization when necessary to fit all goods within a single truckload
- Load Securing:
 - Use load bars, straps, and bulkheads to secure the load within the trailer.
 - Ensure that all cargo is properly anchored to prevent shifting during transit.
 - Distribute weight evenly across the trailer axles to avoid overloading any single axle.
 - Follow legal weight limits for gross vehicle weight (GVW) and ensure that the load is compliant with road regulations.

3.9 Direct to Store Shipments

LTL or truckload orders shipped directly to stores, as opposed to a Distribution Center will generally require an “inside delivery” and “liftgate” service. There are some stores where this is not the case. Vendors should visit our vendor support site www.thepaperstore.com/suppliers for store specific delivery instructions.

All prepaid LTL or truckload deliveries to stores must be made within the designated receiving hours for each location, as published at www.thepaperstore.com/suppliers. TPS will not be responsible for redelivery or similar charges resulting from deliveries attempted outside the published receiving hours.

Section 4: Receiving, Invoicing and Payments

4.1 Receiving

Inspection Process

TPS will review shipments for accuracy, completeness and product quality at the point of receipt and within thirty (30) days thereafter. Quantity discrepancies or damages/defects that can be identified at the point of receipt will be noted on delivery receipt whenever possible and returned or otherwise processed for credit in a manner consistent with the damage/defect policy associated with each vendor.

Discrepancies or damages/defects which are not noted on a delivery receipt will be communicated to the vendor via email.

Please note: if substantial portions of products are identified as damaged, defective or outdated (including packaging), exceeding normal business expectations, TPS reserves the right to be compensated beyond the levels identified in a standard “damage allowance” where applicable. Should any goods necessitate a return to the vendor, the vendor will be responsible for all inbound and outbound freight expenses.

Damaged Goods- Prepaid Shipments

For prepaid shipments, “transfer of ownership” occurs when goods are accepted at TPS facilities. As such, each vendor bears responsibility to deliver products damage free to TPS locations. TPS reserves the right to refuse or return all or part of any shipment which appears to have been destroyed or damaged in transit. TPS will not be responsible for filing freight claims or to pursue similar recoveries from the carrier(s) for lost or damaged product, nor will it be responsible for any freight expense associated with the refusal of damaged product.

Damaged Goods- Collect Shipments

Vendors are responsible for any damage incurred during transit of collect shipments if the damage is determined to have resulted from inadequate packaging, improper palletization, or poor load construction. Vendors are expected to ensure that all shipments are prepared in a manner that protects the merchandise in transit. Failure to do so may result in chargebacks or reimbursement requirements including all related transportation expenses.

4.2 Invoicing

General Guidelines

All invoices must be emailed to Invoices@TPSGroupHoldings.com. The “invoice date” to be used to calculate the payment due date must never precede the date of pickup for collect shipments or the date of delivery for prepaid shipments. If the invoice date is earlier than described prior, TPS reserves the right

to adjust the due date accordingly.

All invoices must be issued in PDF or TIFF format **per location?** and purchase order per shipment and include the following information:

- Unique Invoice # per document
- Vendor name and pay to company (if different)
- Full address of where payment is remitted
- Accounts Receivable email address & phone number
- Invoice Date as described above
- TPS address and location number (correct store front name)
 - All pack by location orders must have the address and number of each location
- Payment terms consistent with those agreed upon with the buyer
- TPS Purchase Order Number
- Quantity shipped by sku, size and color
- Cost of each item by sku, size and color
 - Products provided free of charge must appear on the invoice as a separate line item and reflect a cost of \$0.00
- Extended cost of each sku
- Pre-ticketing merchandise charges (if applicable)
 - Applicable pre-ticketing charges must be a separate line item, not added to the unit cost of each sku
- All negotiated discounts (e.g.: . Trade Discounts, Advertising Support, Early Pay, New Store Allowances, etc.)
 - If a Trade Discount applies to all line items, the discount must be applied to the total product cost and not to individual unit costs
- Freight Charges
 - Freight charges can only be applied in accordance with the freight terms on the PO.
- Net amount due

PLEASE NOTE: Any form of non-compliance may result in payment delays. If late payment due to non-compliance occurs, TPS will not be subject to late fees, loss of early pay discounts or have a hold put on TPS account.

Assignment of Receivables to a Third-Party Factor

- Vendors who assign receivables to a third-party factor must provide TPS with a copy of the legal factoring agreement, full remittance instructions, and the factor's contact information. TPS's obligation to remit to the factor begins only after TPS has acknowledged receipt of the agreement and completed setup in its accounts payable system.
- Once a factor is established, TPS is legally bound to remit all payments for that vendor to the factor until TPS receives a formal written release from the factor authorizing payment to return to the vendor.
- Remittance changes will be processed only after TPS receives formal documentation. Activation

or deactivation in TPS's system may take up to ten (10) business days.

- Each invoice must display the approved factor's correct remittance address. Any discrepancies may result in delayed or rejected payments.
- Vendors may not alternate between factoring and direct billing under any circumstances without first providing advance written notice and receiving confirmation from TPS that the change, including receipt of a factor release, has been completed.
- TPS will remit payment to a third party only if that party has been properly established in TPS's accounts payable system and linked to the vendor's account. All payments to a factor remain subject to TPS's rights of offset, deduction, and dispute resolution as if payment were being made directly to the vendor.
- Vendors must warrant that any assignment of receivables complies with their agreement with TPS and applicable law and must indemnify TPS against any claims arising from unauthorized assignments.

4.3 Payments

TPS makes all domestic vendor payments via Standard ACH. Vendors are responsible for providing accurate account and routing information at the time of vendor setup and to keep TPS informed if any information has changed. If a change is required, vendors must notify TPS via the Vendor ACH Authorization Form available at : thepaperstore.com/suppliers. Completed forms are to be submitted to AP@TPSGroupHoldings.com.

TPS will not be responsible for payment errors resulting from misinformation provided by the vendor or its representative(s) or for any updated information which has not been provided to TPS at least thirty (30) days prior to the effective date.

Section 5: Product Defects, Damages and Returns

5.1 Process

TPS will process products that are defective, damaged, or otherwise unfit to be sold at full retail (“damaged”) in accordance with the specific agreement in place between the vendor and the TPS buyer. Each vendor will be subject to one of the following frameworks, as determined during vendor onboarding:

- **Deduct and Dispose for Credit**

Under this policy TPS will charge the vendor a deduction equal to the cost of the damaged item Plus an inbound freight charge (if freight is not prepaid by the vendor) and a nominal handling fee. The item at TPS discretion may be destroyed, donated to charity or sold “as is” at a liquidation price, depending on the condition of the item. This deduction will appear on an invoice shortly after disposition of the products.

- **Damage Allowance and Dispose**

The item(s) at TPS discretion may be destroyed, donated to charity or sold “as is” at a liquidation price, depending on the condition of the item. TPS will be credited at an agreed upon fixed rate between the vendor and TPS in the form of regular invoice deduction or a periodic deduction taken by TPS.

Please note: As described elsewhere in this document, if substantial portions (significantly greater than the negotiated percentage) of products are damaged, the vendor will be responsible for the total merchandise and transportation costs associated with the damaged product, not merely the standard percentage.

- **Return for Credit (pre-authorized)**

If the vendor uses a “pre-authorized” return process, TPS is not required to notify the vendor prior to each return. TPS will return the product to the vendor via the “third-party” or collect carrier of the vendor’s choosing, without notifying the vendor in advance of each return. If such shipping instructions are not provided in advance, TPS will return the goods using a carrier of its—choosing. In such cases, TPS will add the return freight cost as well as a deduction for inbound freight (unless prepaid inbound by the vendor) and handling the value of the product when processing a credit. In all cases (except where the vendor has paid the inbound freight) the vendor is responsible for the inbound freight costs

- **Return for Credit (authorization required)**

TPS will request authorization from the vendor prior to processing a return. The vendor is expected to respond to each request promptly. The response must include both an authorization number or code, and a prepaid bill of lading or parcel shipping labels. If the authorization and “prepaid” shipping documentation are not received within 14 calendar days of the request, TPS will initiate the “Deduct and Dispose for Credit” process as outlined above for that particular request. If the authorization is provided without shipping documentation, TPS will return the goods utilizing a carrier of their choosing and adding the cost of the return transportation to the deduction. In all cases (except where the vendor has paid the inbound freight) the vendor is responsible for the inbound freight costs.

6: Vendor Performance Management and Chargebacks

6.1 Program Overview

Over the next twelve to eighteen months, TPS will be implementing a *Vendor Operational Performance Management* program. The purpose of the program is to partner with our vendors to provide rewarding shopping experiences to our mutual customers both in our stores and online. The program will be introduced in phases and will be built upon a foundation of transparency, clarity, and fairness. It will include performance deductions (chargebacks) for performance failures. It is critical for vendors to understand that TPS will be enacting this policy not as a means to generate revenue directly, but rather to be compensated for compliance failures and to encourage future compliance. It is our sincere hope that the need for such charges will be at or near zero. Vendors can expect ongoing communications from TPS as the program develops.

Phase 1- Current State

Utilizing this guide and other periodic communications, TPS will continue to ensure that its operational expectations are clearly defined and consistent with those common in the industry. Vendors are expected to adhere to all requirements within their control, such as communications and routing compliance, load and pallet building, product and package labeling and merchandise quality. When shipments or parts of shipments fail to meet these standards, TPS reserves the right to process compliance deductions per section 6.4 in this document.

Phase 2- Routine Reporting and Communication for “On Time /In Full”

In addition to the requirements described in *Phase 1* (above), TPS will implement analyses and reporting regarding vendors’ performance with respect to fulfilling orders completely, accurately and in a timely manner, consistent with requirements detailed in this guide or any subsequent additions or modifications. TPS will share the results with its vendors on a regular basis and give them an opportunity to provide feedback regarding the accuracy and relevance of the information shared. This information along with additional details regarding the upcoming chargeback program will be shared with the vendors for a minimum of sixty days prior to purchase orders being subject to actual deductions.

Phase 3-Full Implementation

After a minimum of sixty days has elapsed since TPS began to distribute performance information without processing chargebacks, TPS will enter “full implementation” of its “On-Time/in Full” requirements, including the processing of chargebacks for violations to its policy.

TPS will not enter this phase until all the following criteria have been met:

- TPS has shared performance information, including the potential impact of chargebacks, for a minimum of sixty days and has clearly communicated its intentions to the vendor community.
- Vendors have been given the opportunity to share their concerns and to challenge the accuracy of the information which has been provided.
- TPS has been able to review and respond to such challenges and concerns and is confident that its data is fair and accurate.

- Non-compliance is more the “exception” rather than the “rule” across the vendor base.
- TPS has implemented sufficient resources to analyze and review any challenges to the accuracy of any charge backs processed and to respond within a reasonable amount of time.

Please Note: Notwithstanding the timeline outlined above, TPS reserves the right, now and in the future, to hold vendors accountable for late or non-shipments when such failures have a demonstrable and negative impact on TPS's business. Negative impact examples include, but are not limited to, seasonal items, promotional goods, new store setups, or cases where TPS has previously notified the vendor that continued poor shipping performance would result in deductions.

6.2 Chargeback Dispute Process

Chargebacks will be processed as a deduction from Accounts Payable with supporting information (if applicable.) Vendors who believe that the information is either inaccurate or incomplete and wish to dispute the chargeback(s) and request repayment must do so within 90 days of issuance. Repayment requests must be submitted via email to VendorCompliance@TPSGroupHoldings.com.

Please note that requests for repayment can only be made for one (or more) of the following reasons:

- The charge is a duplication (deducted more than once for the identical order and circumstances)
- The charge is based upon factually inaccurate information (e.g., TPS contends an incorrect pickup date)
- The information was accurate, but fails to adequately describe the events (e.g., the delivery date was accurate, but TPS cancelled a prior delivery appointment that would have been within the allowable time.)
- The vendor was granted and can provide specific, written permission from TPS to ship (or not ship) in a manner consistent with the actual events.
- The vendor was not subject to this requirement at the time of the alleged infraction (e.g., vendor received a chargeback for a shipment in January when they were informed that their orders would not be “chargeback eligible” until February). Vendor should be granted this and can provide written permission from TPS
- Force Majeure: when the infraction is a result of an extraordinary event or circumstance beyond the vendor’s control, such as natural disaster, war, strike, or government action. For such a claim to be considered, the vendor must have notified TPS of its impending failure to meet its obligations (unless the specific circumstances make such notification impossible or unreasonably difficult.)

6.4 Vendor Performance Deductions Schedule

Phase 1-Operational Violations – Currently in Effect

Violation Type	Code	Description	Charge	
Purchase Order	101	Failure to report changes to product, unit costs, purchase orders, etc.	\$100 per occurrence	
	102	Shipping incorrect product (style, color, size, etc.)	10% of Merchandise value PLUS all costs to return goods (return at TPS discretion)	
	103	Shipping incorrect quantity	\$150 per SKU + shipping costs	
	104	Shipping against a cancelled or unconfirmed purchase order	5% of Merchandise value PLUS all costs to return goods (return at TPS discretion)	
	202	Tickets labeled for another company	\$200	PLUS \$1.00 pp
	203	Incorrect and/or missing tickets requiring a rework	\$200	PLUS \$1.00 pp
	204	No UPC number and/or barcode on product	\$200	PLUS \$1.00 pp
	205	UPC barcode is not scannable	\$200	PLUS \$1.00 pp
	206	Substituted item shipped without approval	5% of Merchandise value PLUS all costs to return goods (return at TPS discretion)	
	207	Change to packaging without notification	\$250 per SKU PLUS all costs to return goods (return at TPS discretion)	
Quality Control	301	Shipments returned due to excessive damage/defects	\$200	PLUS 5% of the invoice cost and all inbound /outbound freight cost
	302	Merchandise not packed to adequately withstand transportation	\$200 PLUS \$3.00/Carton and/or \$75/pallet-plus replacement cost for any damaged product	
	303	Inadequate product packaging	\$1.00 per piece PLUS replacement cost for any damages incurred	
	304	Additional inspection beyond our normal QC process	Labor \$50 per workhour	
Carton	401	Location Name and Number not provided on the outside of carton	\$200	PLUS \$2.00 per carton
	402	Carton exceeds maximum dimensions and/or weight	\$25 per carton	
	403	Mixing product for multiple purchase orders and/or locations in one carton	\$250 per PO + Labor \$50 per work hour	
	404	Master carton quantity change without notification	\$100 per SKU	
	405	Inner carton quantity changes without notification	\$100 per SKU	
	406	Incorrect and/or missing Carton Labeling	\$200	\$2.00 per carton
Pallet	501	Pallet exceeds maximum dimensions and/or weight	\$50 per pallet + additional carrier fees	
	502	Inadequate palletization	\$75.00 per pallet	
	503	Incorrect and/or missing information on pallet label	\$50.00 per pallet	
	601	Packing list missing packing list with Shipment Control Form or Actual Shipment	\$100 per violation	

Packing list	602	Incorrect information on the packing list	\$100 per packing list	
	603	Incorrect packing list placement	\$100 per shipment	
Shipping	701	“Prepaid” Vendor shipping Collect	\$50 per shipment	Plus Full UNDISCOUNTED Freight Charge
	702	Collect Vendor shipping order without requesting routing instructions	\$50 per shipment	Plus Full UNDISCOUNTED Freight Charge
	703	Collect Vendor shipping via incorrect carrier or service level	\$50 per shipment	PLUS 150% of Incremental Freight
	704	Shipments with missing, incomplete or inaccurate information on BOL	\$50 per shipment	PLUS 150% of Incremental Freight
	705	Shipping to incorrect location	\$250 per shipment + cost of reroute	
Shipping	706	Freight not available at confirmed pick-up time	\$150 per occurrence + additional carrier fees	
	707	Missing and/or incorrect information on BOL	\$100 per shipment	
	708	ASN not provided day of shipment release	\$100 per shipment	
	709	ASN missing information and/or attachments	\$100 per shipment	
	710	Shipment arrived without/missed delivery appointment	\$150 per shipment	
	711	Missing and/or incorrect information on Shipment Control Form	\$150 per shipment	
Invoicing	801	Failure to provide invoice on time and/or directly to accounting	\$200 per invoice	
	802	Missing and/or incorrect information on an invoice	\$100 per invoice	

Phases 2 & 3- Upon Notification from TPS that Vendor is subject to such charges

Late Shipping or Non-Shipment*	901	Order shipped / arrived 5 days or more before the "From Shipment/Arrival Window"	\$200 per shipment	PLUS 3% of product value
	902	Order shipped / arrived 5-10 days after the "From Shipment/Arrival Window"	\$200 per shipment	PLUS 2% of product value
	903	Order shipped / arrived 11-15 days after the "From Shipment/Delivery Date"	\$200 per shipment	PLUS 3% of product value
	904	Order shipped / arrived 16 days or greater days after the "From Shipment/Delivery Date" or Order Cancelled because Order not shipped/received by "Order Cancel Date"	\$200 per shipment	PLUS 5% of product value

* If a vendor requests and receives written approval from the TPS buyer to modify purchase order dates, items, and/or quantities **before** the order fails to meet purchase order requirements, the on-time/in-full status will be evaluated based on the amended terms.

If no such modification is requested and approved in advance, the order will be evaluated based on the original terms of the purchase order as issued.

Section 7: Contacts & Resources

CORPORATE OFFICE:

20 Main Street
Acton, MA 01720
978-263-2198

ACCOUNTS PAYABLE / INVOICE INQUIRIES and ACH SETUP:

AP@TPSGroupHoldings.com

INVOICING SUBMISSION :

Invoices@TPSGroupHoldings.com

Note: This email address may only be used to submit original PDF or TIFF invoices. Any inquiries regarding invoices previously submitted should be sent to the "Accounts Payable" address above.

DISTRIBUTION CENTER:

46 Industrial Road
Leominster, MA. 01453
978-466-7514

EDI INQUIRIES:

EDI@TPSGroupHoldings.com

PURCHASE ORDERS & PRODUCT LABELING INQUIRES:

Please contact Buyer listed on Purchase Order. Please also, include a copy of the email to:
PurchaseOrders@TPSGroupHoldings.com

SHIPPING:

Routing Requests & ASN Notifications: Shipping@TPSGroupHoldings.com

Delivery Appointment Scheduling: 978-466-7514

VENDOR SUPPORT SITE: www.thepaperstore.com/suppliers