<table>
<thead>
<tr>
<th>Chapter</th>
<th>Section No.</th>
<th>Last Update</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chapter 1 – General Information</td>
<td>1.01</td>
<td>8/25/2016</td>
</tr>
<tr>
<td>Certification &amp; Acknowledgment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchase Order Terms and Conditions</td>
<td>1.02</td>
<td>8/25/2016</td>
</tr>
<tr>
<td>Invoice Requirements</td>
<td>1.03</td>
<td>8/25/2016</td>
</tr>
<tr>
<td>Tillys Vendor Contact Information</td>
<td>1.04</td>
<td>11/17/2015</td>
</tr>
<tr>
<td>Chapter 2 – Pre – Ticket Procedures</td>
<td>2.01</td>
<td>8/25/2016</td>
</tr>
<tr>
<td>Ordering Tickets - Apparel and Footwear</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apparel</td>
<td>2.02</td>
<td>8/25/2016</td>
</tr>
<tr>
<td>Footwear</td>
<td>2.03</td>
<td>2/4/2008</td>
</tr>
<tr>
<td>Ordering Tickets - Accessories</td>
<td>2.04</td>
<td>8/25/2016</td>
</tr>
<tr>
<td>Accessories</td>
<td>2.05</td>
<td>8/25/2016</td>
</tr>
<tr>
<td>Ecommerce P.O. Requirements</td>
<td>2.06</td>
<td>8/16/2016</td>
</tr>
<tr>
<td>Chapter 3 – Packing and Shipping Procedures</td>
<td>3.01</td>
<td>8/16/2016</td>
</tr>
<tr>
<td>Packing Procedures</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pre-hanging Procedures</td>
<td>3.02</td>
<td>8/16/2016</td>
</tr>
<tr>
<td>Ecom PO Polybag Requirements</td>
<td>3.03</td>
<td>11/17/2015</td>
</tr>
<tr>
<td>Shipping Guidelines</td>
<td>3.04</td>
<td>8/25/2016</td>
</tr>
<tr>
<td>Routing Guide</td>
<td>3.05</td>
<td>8/25/2016</td>
</tr>
<tr>
<td>Chapter 4 – Quality Auditing Guidelines</td>
<td>4.01</td>
<td>3/31/2010</td>
</tr>
<tr>
<td>Quality Auditing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>T.O.P. Approval Request</td>
<td>4.02</td>
<td>12/30/2014</td>
</tr>
<tr>
<td>Chapter 5 – Vendor Returns</td>
<td>5.01</td>
<td>11/17/2015</td>
</tr>
<tr>
<td>Vendor Returns</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CERTIFICATION

Tillys Compliance Manual, including any supplements, contains instructions for pre-ticketing, packing, shipping, vendor returns and chargebacks and quality auditing guidelines for all merchandise delivered to Tillys Distribution Centers. It is important that all guidelines outlined in this Compliance Manual are followed in order to expedite the processing of merchandise, help prevent delay of payment, and facilitate the return of merchandise to the Vendor.

The Compliance Manual is available online at www.tillys.com/currentvendorinfo. Follow the instructions on the web page to view and print the manual. We may update the Compliance Manual at any time as we feel is necessary. We will attempt to provide electronic notice of any material changes or updates, but may not always be able to do so. Therefore, vendors should periodically review the Compliance Manual online to remain current with our policies. By accepting any purchase order from Tillys a vendor agrees to be bound by the terms of the Compliance Manual, including any updates.

We appreciate your cooperation and we look forward to working with you in the future. If you should have any questions concerning the Compliance Manual, please e-mail us at tillysvendorcompliance@tillys.com.
By accepting any purchase order from Tillys, the undersigned company agrees to the terms of and to be bound by the following:

- The Tillys Vendor Compliance Manual as may be amended from time to time, located at:

- The Tillys Code of Conduct for Third Party Vendors, located at:

- The California Transparency in Supply Chains Act, located at:

The undersigned certifies that all products sold to Tillys comply with the California Safe Drinking Water and Toxic Enforcement Act of 1986, or Proposition 65, and the Consumer Product Safety Improvement Act. The undersigned represents and warrants that it owns all rights, title and interest in and to all intellectual property associated with the products it sells to Tillys. The person signing on behalf of the company listed below represents that he or she is authorized to bind the company.

**ACKNOWLEDGMENT**

Company:_____________________________________________

Authorized Signatory Name (printed):________________________________________

Signature:_______________________________________________________________

Title:___________________________________________________________________

Date:_____________________


1. Tillys buyers are the exclusive buyers for World of Jeans & Tops, Inc. d.b.a. Tillys. By accepting any purchase order ("PO") a vendor ("Vendor") agrees to be bound by the terms and conditions in the Vendor Compliance Manual, which includes supplements and amendments (the "Compliance Manual"). The agreement between Tillys and Vendor will be limited to the terms and conditions of the Compliance Manual and PO. The agreement may only be modified or amended in writing, signed by a Tillys buyer, Divisional Merchandise Manager or General Merchandise Manager. 
Any demand by Vendor for different terms, or any statement made by Vendor attempting to condition acceptance of this order on such demand, shall be of no effect.
In the event that any term of the Compliance Manual is determined by a court to be unenforceable, that term shall be modified so as to comply with law and, as modified, shall be enforced. Any determination of unenforceability as to any term, or subsequent modification of that term, shall not affect the enforceability of the balance of the Compliance Manual.

2. Our standard payable terms are Net 60. Terms of payment are from receipt of invoice or goods, whichever is later.

3. We reserve the right to return, at the risk and expense of Vendor, all goods or any part thereof shipped under a PO which were for:
   a. Merchandise that does not duplicate the sample shown to the buyer and does not satisfy Tillys standards of quality and fit.
   b. Merchandise that is not shipped in compliance with a PO.
   c. Merchandise that does not comply with Compliance Manual specifications (including fit, size, style, fabric, construction, design, or color specifications).
   d. POs that are delivered to our warehouse before the “Start Ship” or shipped after the “In-House Cancel” dates without the respective buyer’s approval.
   e. Partial shipments that are shipped without a Tillys buyer’s written approval.
   f. Merchandise received with defects.
   g. Backorders that were shipped without a Tillys buyer’s written approval.
   h. Unconfirmed orders that were shipped without Tillys first issuing a new PO showing the order is confirmed.

   If Tillys elects to return any such merchandise to Vendor, Vendor shall provide Tillys with a return authorization number. Please refer to Chapter 5, Vendor Returns, of this Compliance Manual for Tillys return policy.

4. Tillys reserves the right to cancel a PO in whole or in part in the event of strikes, fire, flood, and earthquake, any casually which affects any part of or all of our premises or other causes beyond our control except financial inability.

5. Tillys reserves the right to charge back or deduct against Vendor’s invoice all freight charges resulting from shipment by means other than specified within the Vendor Compliance Manual and/or for any loss resulting from improper packaging. In addition to any other remedies at law or equity, Vendor authorizes Tillys to deduct or offset any amounts owed by Vendor, under this PO or otherwise, against any amounts owed to Vendor, under a PO otherwise.

6. In the event a petition in bankruptcy shall be filed by or against Vendor or in the case of insolvency or if a receiver shall be appointed or in the assignment is made for the benefit of creditors, Tillys may at its option cancel this order as to any undelivered portion of the merchandise.

7. For the purpose of this order “In-House Cancel” means the date by which all goods must be received at the Tillys Distribution Center pursuant to an appointment scheduled by a common carrier and Tillys Receiving Department.

8. In the event that a common carrier (other than a common carrier hired by or arranged through Tillys) is unable to deliver goods by the “In-House Cancel” date for any cause, the merchandise shall remain the property of Vendor. Goods shipped by a common carrier hired by or arranged through Tillys will become the property of Tillys when the goods are delivered to the common carrier, except as provided by #9 below.

9. Any goods not shipped according to the terms of a PO and Compliance Manual will remain the property of Vendor, subject to return at Vendor’s expense, until the goods are delivered in accordance with such terms and instructions.

10. Vendor covenants, warrants and represents and certifies as follows:
   a. All merchandise sold to Tillys shall be merchantable and compliant with all laws at time of delivery to Tillys and at time of sale by Tillys to customers and shall be fit and safe at such times for the ordinary purposes for which it is intended to be used.
b. All merchandise sold to Tillys conforms to, and was processed, manufactured, described, labeled, advertised, sold, invoiced, and shipped in compliance with all applicable laws, rules and regulations, including but not limited to the Federal Flammable Fabrics Act, Wool Products Labeling Act, Fur Products Labeling Act, Textile Fiber Products Identification Act, U.S. Customs Laws, Hazardous Substance Labeling Act, the Consumer Product Safety Commission Act, Consumer Product Safety Improvement Act of 2008, California’s Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly referred to as Proposition 65) and regulations, orders, and rulings of the Federal, State and local governments, and all agencies thereof. Vendor agrees to execute all certificates, which Tillys may reasonably require to evidence Vendor’s compliance with the foregoing. Upon request, Vendor agrees to furnish Tillys with any continuing guaranty filed with the Federal Trade Commission or Consumer Product Safety Commission indicating that the product covered by a PO are properly labeled in accordance with the particular law and regulations pertaining thereto and have passed all applicable tests. Vendor’s failure to provide any documents or warranties that Tillys requests to verify its compliance with federal, state or local laws, orders, rules or regulations shall be deemed to be a material breach of the terms and conditions of this Compliance Manual. Vendor warrants that it has all required authorizations, licenses and permits.

c. All merchandise sold to Tillys shall conform, and shall be manufactured and processed in compliance with, the lead and other metal content requirements and standards as required by law.

d. Vendor shall comply with all applicable laws, including the federal Fair Labor Standards Act (“FLSA”) which regulates employment matters including the payment of wages to its employees and labor conditions at its workspace. Tillys reserves the right to request a certification of compliance with the FLSA and may withhold payment of an invoice until receipt of the requested certification.

e. Goods shall not be produced with the use of convict or forced labor, child labor, or in any manner inconsistent with the laws of the country of manufacture. All goods shall be produced in facilities that afford workers a safe and healthy work environment and in compliance with all occupational health and safety laws and environmental protection laws. Upon reasonable notice and request, Tillys shall have the right to inspect factories and other facilities used in the production of merchandise covered by a P O. Vendor specifically agrees that it will inform Tillys of the identity of any subcontractors which it engages in connection with a P O and shall arrange, at Tillys request, for the inspection of the subcontractors’ factories and other facilities.

f. Vendor is a corporation, partnership or sole proprietorship duly organized, validly existing and in good standing under the laws of the state of its incorporation or formation. Vendor has all necessary corporate power and authority to execute, deliver and perform its obligations under a PO and has all right and title to the merchandise. Vendor is a corporation, partnership or sole proprietorship duly organized, validly existing and in good standing under the laws of the state of its incorporation or formation. Vendor has all necessary corporate power and authority to execute, deliver and perform its obligations under a PO and has all right and title to the merchandise.

g. A PO constitutes the valid and legally binding obligation of Vendor, enforceable against the Vendor in accordance with the terms of this Compliance Manual.

h. The goods provided by Vendor are merchantable, but Vendor disclaims any other express or implied warranties beyond Vendor’s description of the product.

i. Tillys expects its Vendors to be familiar with the SEC’s Conflict Minerals rules. Vendor will not to use any tin, tantalum, tungsten, gold or their derivatives in products sold to Tillys unless Vendor sources such minerals from scrap or recycled sources or from otherwise “conflict free” sources. Vendor will be required to provide documentation or other evidence of compliance.

11. Vendor further covenants, warrants, and represents that all merchandise as sold to Tillys does not and will not infringe any patent, trademark, trade name, copyright, publicity or privacy right, or other statutory or common law intellectual property right, and Vendor agrees to defend, indemnify and hold Tillys and the respective affiliates and agents harmless from and against any and all third party claims, suits, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys’ fees and in-house legal fees) asserted against or incurred by Tillys by reason of any actual or alleged infringements of any such intellectual property rights.

12. Vendor agrees to indemnify and hold Tillys harmless from and against any and all claims and related liability for loss, damages, judgments, fines, penalties and expenses (including, but not limited to, reasonable attorneys’ fees, and the costs of any settlement which Tillys, or any agent of Tillys may, agree to) arising in any way out of Tillys purchase or resale of merchandise as purchased from Vendor and use of the merchandise by any person, including claims related to or alleging:

a. Infringement of any patent, design, trademark, trade dress, copyright, publicity or privacy right or other statutory or common law intellectual property right resulting from Tillys purchase, use, display, advertising or resale of any of the merchandise;

b. Death or injury to person(s) or damage to property alleged to result from use of the merchandise;

c. Failure of the merchandise to comply with advertised specifications or with the express or implied warranties of a Vendor applicable to the merchandise (or any claim of such a failure);
d. Violation by the merchandise, or method of manufacture, sale, packaging or labeling thereof, of any law, statute, ordinance or administrative order, rule or regulation;

e. Facts that would constitute Vendor’s breach of any of its covenants, warranties, representations or obligations hereunder; and

f. Any demand or claim by an authorized assignee or transferee of the benefit of a contract with Tillys.

Vendor also agrees, at Tillys option and request, to immediately assume the handling and defense of any claim, allegation, suit, or action covered by the Compliance Manual and to furnish a surety bond sufficient to protect Tillys interests in any case where Tillys may deem that adequate insurance coverage does not exist. Without waiving any of its rights, Tillys specifically reserves the right to participate in the handling, adjustment or settlement, and defense of any such claim. If any claim is made or asserted against Tillys by reason of any of the foregoing, Vendor agrees that in addition to other rights, Tillys shall have the right forthwith to cancel any undelivered portion of the contract and to return all prior shipments relating to the contract to Vendor for refund (in any action to enforce the provisions of this Compliance Manual, the prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorneys’ fees).

Tillys agrees to indemnify and hold Vendor harmless from and against any and all claims and related liability for losses, damages, judgments, fines, penalties and expenses (including but not limited to reasonable attorney’s fees) arising in any way out of Tillys gross negligence or willful misconduct in connection with the purchase or resale of merchandise from Vendor. Tillys will not be liable for Vendor’s anticipated profits, incidental or consequential damages or penalties of any kind.

13. Trademark Protection & Confidentiality: Tillys is the owner of trademarks and trade names which appear on Tillys labels, hangtags, price tickets, and other packaging materials (collectively, “Tillys Branding Items”). Tillys Branding Items are for use exclusively on goods sold by Vendor to Tillys, and Vendor agrees to use Tillys Branding Items exclusively on goods sold to Tillys. If a PO is cancelled for any reason, the Vendor agrees not to sell or otherwise distribute the goods with the Tillys Branding Items. In addition, any information contained in or related to a PO is strictly confidential between Vendor and Tillys, and violation of this provision shall be a default of the terms of the Compliance Manual. Vendor grants Tillys a limited, revocable, non-transferable, non-exclusive right to use any of Vendor’s trademarks or copyrights for advertising and related purposes as long as Tillys sells Vendor’s products. Vendor must provide Tillys with 30 days advance written notice to revoke or limit this right in any manner.

14. A PO will be constructed under the laws of the State of California without reference to conflicts of laws principles. Tillys and Vendor agree to bring any lawsuit or other legal proceeding in the federal or state courts in Orange County, California and not to challenge or object to venue in such courts. Vendor and Tillys agree that service of process may be affected by certified mail, return receipt requested or in any manner authorized by the rules of the court in which the lawsuit or other proceeding is instituted.

15. If Vendor is manufacturing private label merchandise for Tillys under a PO, Vendor agrees:

a. When there is an agreement of exclusivity on a style, artwork or design element of an item, these shall remain the exclusive property of Tillys and all copyright and other rights in and to the same shall be owned by Tillys. In such circumstances, Vendor shall not appropriate or otherwise utilize the same without the prior written consent of Tillys.

b. All Tillys Branding Items must be removed before selling any excess-manufactured, damaged or returned merchandise.

16. Neither party can assign the rights or obligations of a PO without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign its rights or obligations of a PO or this Compliance Manual to an affiliate without the other party’s consent, if advanced written notice of the transfer is provided.

17. The parties agree that during their business relationship and for one year thereafter, neither party will, whether for its own account or for any business organization, encourage or solicit each other’s employees to leave their employment. The parties acknowledge that violating this provision will cause irreparable harm and the offending party agrees to pay the injured party one year of employee’s compensation as liquidated damages. However, this provision will not apply to any employee that responds to a general advertisement or solicitation made to the public.
INVOICE REQUIREMENTS

1. Originals of all invoices should be emailed to: Invoices@tillys.com or mailed in hard copy form to the attention of the Accounts Payable Department:

   Tillys  
   Attention: Accounts Payable  
   10 Whatney  
   Irvine, CA 92618

2. There should be one invoice per purchase order; this one-to-one relationship is required to enable invoices to be systemically matched to enable payment. If Tillys receives multiple invoices per purchase order or one invoice covering multiple purchase orders, delays in payment will occur.

3. Every invoice should have the corresponding Tillys purchase order # clearly indicated.
VENDOR CONTACT PORTAL

All vendors need to update their contact information by registering at www.tillys.com/vendors. Your vendor number will be required, which can be found on the top center of your Tillys purchase orders.

The following sets of contacts are needed:
1. Warehouse – for packing slips,
2. Compliance Issues.
3. Hanger Delivery – for apparel hangers Tillys provides to vendors
4. RTV – for accommodations, incorrect shipments, and damages
ORDERING TICKETS: APPAREL AND FOOTWEAR

A. Tickets

If a Pre-Ticket Type is specified on a Tillys Purchase Order, then pre-ticketing is required for that order. All tickets are to be purchased by the vendor from FineLine as specified below. Please contact your Tillys Buyer if you have additional questions.

Currently all tickets may be obtained for both US and Asia from:

FineLine Technologies US
Contact: Jamilah Dotson
Phone: 800.500.8687 ext. 3223
Fax: 678.969.9201
Email: jdotson@finelinetech.com

FineLine Technologies Asia
Contact: Nicole Cheung and Priscilla Cheng
Phone: 852.2156.9788
Fax: 852.2156.9166
Email: ncheung@finelinetech.com.hk pcheng@finelinetech.com.hk

B. Ordering Instructions

1. All price tickets, price stickers and shoe code stickers must be ordered from FineLine Technologies through FastTrak, their online ordering system, unless other instructions are given by Tillys. Ticket type required will be indicated on the Tillys purchase order.

2. All vendors must register on the FastTrak website to place ticket orders directly online. To register, visit https://www.finelineglobal.com/fasttrak/ and click on the FastTrak icon. In order to complete registration, you must add Tillys as the retailer and provide your Tillys vendor number. This can be found on your Tillys purchase order or by contacting the appropriate Tillys Buyer. Once registered, you can select your purchase order from the list provided and place your order. All orders will be available to ship from the US and Asia, most within 48 hours. Once you are logged into your FastTrak account you will be able to download a full copy of the FastTrak User Guide for Tillys vendors.

3. The vendor is responsible for all charges.

4. Price tickets, price stickers and shoe code stickers must be attached properly as directed in the sections regarding ticket placement in this manual (sections 2.02, 2.03).

5. Attach ticket with the correct color code to the correct color of merchandise. The color codes are listed on the Tillys Purchase Order.

6. West Coast Vendors: Vendors ordering price tickets for delivery to a Southern California address can select the option to pick up price tickets from FineLine’s Costa Mesa office instead of paying for shipping charges.

1760 Monrovia Ave
Suite C14
Costa Mesa, CA 92627
Contact: 949-200-9020

Contact FineLine with any questions or concerns at 800-500-8687, or via email at support@finelinetech.com or support@finelinetech.com.hk

C. Please note any tickets that you receive directly from Tillys are Heat sensitive.
PRE-TICKET PROCEDURES

A fine needle should be used when attaching price tickets. All tickets should be attached with a 1” tach-it. All tickets are heat sensitive. Do not steam or press the garments once the tickets have been applied. MSRP must be removed from vendor hangtags.

ALL (Women’s/Girls, Men’s/Boys) Tops – Jackets, Shirts, Dresses, Tank Tops, Sweaters, and Hoodies:
1. The Tillys Hang Price Ticket must be attached to the main label inside the back center of the neck of the garment.
2. If there is no main label or the main label is sewn down, then the price ticket must be attached through the seam at the back center of the neck inside the garment. If there is no neck seam, see instructions below.
3. For garments of delicate fabrics, or those with no neck seams (ex. Raw edge necklines), price ticket must be attached under the left arm where the seam is reinforced.
4. Tube tops, halters or backless tops will have the price ticket attached to the main label even if it is not in the neck of the garment.

All Tops:

<table>
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<tr>
<th>Jacket</th>
<th>Shirt</th>
<th>Dress</th>
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</thead>
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Women’s/Girls Pants/Jeans, Capri’s, Shorts, Board Shorts and Skirts, and Men’s/Boys Pants (except Dickies brand Pants):
1. The Tillys Hang Price Ticket must be attached through the left hip side seam no lower than 1” (one inch) from the bottom of the waistband of the garment.

All Bottoms:

<table>
<thead>
<tr>
<th>Pants/Jeans</th>
<th>Women’s/Girls Shorts</th>
<th>Skirts</th>
</tr>
</thead>
</table>
**PRE-TICKET PROCEDURES**

**Men’s/Boys Shorts and Men’s/Boys Dickies brand Pants/Shorts:**
1. Men’s and Boys’ shorts must be folded with the fly folded in as indicated in the sketch below.
2. Men’s and Boys’ Dickies brand Pants and Shorts must be folded with the fly folded in as indicated in the sketch below.
3. The Tillys Hang Price Ticket must be attached through the right hip side seam no lower than 1” (one inch) from the bottom of the waistband of the garment.

<table>
<thead>
<tr>
<th>Men’s/Boys Shorts</th>
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<td><img src="image" alt="Men’s/Boys Shorts" /></td>
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**All Girls Loungewear:**
1. A Loungewear Disclaimer tag must be attached next to the Tillys Hang Price Ticket on all Girls loungewear.
2. The Disclaimer tag must be attached to all tops and all bottoms. For loungewear sets, there must be a disclaimer tag on both the top and the bottom.

**Women’s & Girls – Swim Separates:**

**Swimwear Separates – Tops:**
1. The Tillys Hang Price Ticket must be attached as follows:
   - If there is a main label on the left, then through the main label.
   - If the main label is not on the left, then through the left side seam.
   - If there is no seam, the Tillys price ticket can still be attached to the left side as long as it will not cause damage.
2. If a hang tag is being used, attach it in the same place as the price ticket.

**Swimwear Separates – Bottoms:**
3. The Tillys Hang Price Ticket must be attached to the main label inside the bottom piece of the swimsuit.
4. If there is no main label or the main label is sewn down, then attach the price ticket through the top center of the back seam.
5. Place sanitary strips inside bottom piece of the swimwear.

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This garment is not intended to be used as sleepwear. This garment is not flame resistant.

Children’s disappers should be snug fitting or have openings to meet U.S. Consumer Product Safety Commission’s flame resistant requirements.
PRE-TICKET PROCEDURES

Women’s – Bras and Panties:

Bras:
1. The Tillys Hang Price Ticket must be attached to the care label inside the bra clasp. If the care label is not located in the back of the bra near the clasp, the price ticket must be attached through the seam at the bottom left-hand corner of the clasp.
2. No additional hangtags should be attached to the garment unless approved by the Buyer.

Panties:
1. The Tillys Hang Price Ticket must be placed through the size label of the panty.
2. No additional hangtags should be attached to the garment unless approved by the Buyer.

Bras and Panties:

Two-Piece Sets:

Tops:
1. Tillys 2-Piece Match Ticket must be attached to the main label of the top as described for the Hang Price Ticket.
2. The Tillys Hang Price Ticket must be attached to the top as described for the Hang Price Ticket.

Bottoms:
1. The Tillys 2-Piece Match Ticket must be attached to the bottom as described for the Hang Price Ticket.
2. There is no hang Price Ticket on the bottoms of two-piece sets.

Two-Piece Sets:
PRE-TICKET PROCEDURES

1. BOXED SHOES
   a. Full-size price stickers are placed in the lower left corner on the front of the box.
   b. If the box has a UPC barcode on it, then place the Tillys price sticker on top of this barcode.
   c. Do not place Tillys price stickers on top of any style number or color descriptions on your box.
   d. The Vendor is responsible for attaching the yellow shoe code sticker to the outside of all shoe boxes. The label must be placed in the top right corner of the box (below the lid) as displayed in the illustration below. These shoe codes will be included with the price tickets and must be attached prior to sending any pre-ticketed shoe shipments.

2. HANGING SHOES/SANDALS
   Use a 2” plastic loop Tach-it to attach the sandals together with the hanging price ticket in front. Place the shoes/sandals on a hanger (see PO for details).

For all other footwear items that are not listed in this manual, please call the respective Tillys Buyer for proper ticket/sticker placement.
ORDERING ACCESSORY CARDS, STICKERS AND PRICE TICKETS

If an Accessory “Card” Type is specified on the Tillys purchase order, the merchandise must ship on our private label card (jewelry, hair, shoelaces) or with our private label sticker (sunglasses). Pre-ticketing may also be required if a Pre-Ticket Type is specified on the purchase order. The cards, stickers, and price tickets are to be purchased by the vendor from either A&H or FineLine Technologies (dependent on category). Please contact your Tillys Buyer if you have additional questions.

A. A&H –Private Label Cards/Stickers & Price Ticket/Security Sensor Stickers

A&H U.S.A.
Contact: Lee Ann Mancini, National Sales Exec.
Office: 401-943-5040 ext. 546
Cell: 401-536-8532
Email: leenn@aandhusa.com
One Carding Lane
Johnston, RI 02919

A&H China
Contact: Tammy Wang
Office: 86 532 847105607
Email: tammy@aandhasia.net

1. If private label accessory cards or stickers are required for the categories listed below, they are to be purchased by the vendor from A&H U.S.A. The price tickets and security sensor stickers will automatically be shipped in correspondence with the private label cards or stickers.
   - Jewelry
   - Hair
   - Sunglasses
   - Shoelaces

Order Options:

Full Tilt Earring Card
TILLYS0031

Full Tilt Trio Earring
Card TILLYS0034
Chapter 2  |  Section Name:  |  Section #:  |  Page:
---|---|---|---
Ordering Tickets  |  Accessories  |  2.04  |  2 of 8

Full Tilt 6-Earring Card
TILLYS0035

Full Tilt 9-Earring Card
TILLYS0042

Full Tilt Ring Card
TILLYS0032
Full Tilt 20-Earring Card
TILLYS0041
Chapter 2
Ordering Tickets

Section Name: Accessories
Section #: 2.04
Page: 4 of 8

Full Tilt Bracelet Card
TILLYS0040

Full Tilt Cuff/Hair Card
TILLYS0033
Full Tilt Small Fold over Card
TILLYS0037
Blue Crown Small Fold over Card
TILLYS0010

Blue Crown Tag Card
TILLYS0006

Blue Crown Sunglass Sticker
TILLYS0013

Full Tilt Sunglass Sticker
TILLYS0024
2. If pre-ticketing is indicated on the purchase order for the categories listed below, price ticket/security sensor stickers must be purchased by the vendor from A&H U.S.A.

- Cosmetics/Beauty/Grooming/Fragrance
- Fashion Watches
- Socks (branded vendors excluded)
- Shoelaces

Order Options:

Accessory Price Ticket/Security Sensor Sticker
TILLYS0017

Sunglass Price Ticket/Security Sensor Sticker
TILLYS0018

Accessory Price/Security Sensor Fragrance
TILLYS0016
B. FineLine Technologies – Price Tickets for all categories not listed in sections A1 and A2.

FineLine Technologies US
Contact: Jamilah Dotson
Phone: 800.500.8687 ext. 3223
Fax: 678.969.9201
Email: jdotson@finelinetech.com

FineLine Technologies Asia
Contact: Nicole Cheung and Priscilla Cheng
Phone: 852.2156.9788
Fax: 852.2156.9166
Email: ncheung@finelinetech.com.hk
pcheng@finelinetech.com.hk

If pre-ticketing is indicated on the purchase order for any category not listed in sections A1 or A2, all tickets are to be purchased by the vendor from FineLine as specified below.

1. All vendors must register on the FastTrak website to place ticket orders directly online. To register, visit https://www.finelineglobal.com/fasttrak/ and click on the FastTrak icon. In order to complete registration, you must add Tillys as the retailer and provide your Tillys vendor number. This can be found on your Tillys purchase order or by contacting the appropriate Tillys Buyer. Once registered, you can select your purchase order from the list provided and place your order. All orders will be available to ship from the US and Asia, most within 48 hours. Once you are logged into your FastTrak account you will be able to download a full copy of the FastTrak User Guide for Tillys vendors.

2. The vendor is responsible for all charges.

3. Price tickets and price stickers must be attached properly as directed in section 2.05.

4. Attach ticket with the correct color code to the correct color of merchandise. The color codes are listed on the Tillys Purchase Order.

5. West Coast Vendors: Vendors ordering price tickets for delivery to a Southern California address can select the option to pick up price tickets from FineLine’s Costa Mesa office instead of paying for shipping charges.

1760 Monrovia Ave
Suite C14
Costa Mesa, CA 92627
Contact: 949-200-9020

Contact FineLine with any questions or concerns at 800-500-8687, or via email at support@finelinetech.com or support@finelinetech.com.hk
PRE-TICKET PROCEDURES: ACCESSORIES

Accessory Carding

Fold-Over Accessory Card:
- Shoe Laces
- Jewelry:
  - Necklaces, Chokers.
  - Anklets.
  - Bracelets (less than ¾” wide).
- Hair Accessories:
  - Headbands.
  - Ponies.

Instructions:
1. Place the item on the card, remove the adhesive cover, fold in half to bring both ends of the card together and adhere.
2. All products must be secured to the card by clear band, string pin, or tape to card.
3. The front of the card should have the Full Tilt or Blue Crown Logos (see purchase order for details).
4. Place the accessory price ticket / security sensor sticker on the back of the fold-over accessory card, centered as shown in the diagrams below.
5. Each item should be placed in an individual poly bag.
PRE-TICKET PROCEDURES: ACCESSORIES
PRE-TICKET PROCEDURES: ACCESSORIES

Cuff/Hair Accessory Card:
- Cuff Bracelets wider than ¾”.
- Barrettes.
- Hair Clips.

Instructions:
1. The front of the card should have the Full Tilt logo.
2. Place the price ticket/security sensor sticker on the back of the accessory card as pictured below. The price sticker must be placed as shown to leave space for a possible markdown sticker.
3. Secure product to card by taping backside of clips/pins to the back of the accessory card.
4. Each item should be placed in an individual poly bag.

Ring Accessory Card:
- Rings.

Instructions:
1. The front of the card should have the Full Tilt logo.
2. Place the accessory price ticket/security sensor sticker on the back of the accessory card as pictured below. The price sticker must be placed as shown to leave space for a possible markdown sticker and to ensure the sticker does not cover the back of the ring and the attachment.
3. Place the carded accessory security sensor sticker on the back of the ring accessory card in the upper left corner of the card. Security sensor sticker artwork shown is not to scale.
4. Rings must be attached to card with a secure attach or string pin.
5. Each item should be placed in an individual poly bag.
**PRE-TICKET PROCEDURES: ACCESSORIES**

**Single-Earring Accessory Card:**
- Single sets of Earrings.

**Instructions:**
1. The front of the card should have the Full Tilt logo.
2. Place the accessory **price ticket/security sensor sticker** on the back of the accessory card as pictured below. *The price sticker must be placed as shown to leave space for a possible markdown sticker and to ensure the sticker does not cover the backs of the earrings.*
3. Secure earrings with an additional rubber backing.
4. Each item should be placed in an individual poly bag.
3/6/9/20-Earring Accessory Card:

- Earrings in sets of 3, 6, 9 or 20.

Instructions:
1. The front of the card should have the Full Tilt logo.
2. Place the accessory price ticket/security sensor sticker on the back of the accessory card as pictured below. The price sticker must be placed as shown to leave space for a possible markdown sticker and to ensure the sticker does not cover the backs of the earrings.
3. Secure earrings with an additional rubber backing.
4. Each item should be placed in an individual poly bag.
**PRE-TICKET PROCEDURES: ACCESSORIES**

**Full Tilt Bracelet Card:**

- Wide bangle bracelets or large multiple bracelets.

**Instructions:**
1. The front of the card should have the Full Tilt logo.
2. Place the **accessory price ticket/security sensor sticker** on the back of the accessory card as pictured below.
3. Bracelets/Bangle must be attached with a 2” plastic loop to the accessory tag card.
4. Each item should be placed in an individual poly bag.

<table>
<thead>
<tr>
<th>FRONT</th>
<th>BACK</th>
</tr>
</thead>
<tbody>
<tr>
<td>TILLYS0040</td>
<td></td>
</tr>
<tr>
<td>F U L L T I L T</td>
<td>NOT INTENDED FOR CHILDREN 2 AND UNDER</td>
</tr>
<tr>
<td></td>
<td>SECURITY SENSOR</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**PRE-TICKET PROCEDURES: ACCESSORIES**

**Blue Crown Accessory Tag Card:**
- Men’s necklaces and bracelets.

**Instructions:**
1. The front of the card should have the Blue Crown logo.
2. Place the **accessory price ticket/security sensor sticker** on the back of the accessory card as pictured below.
3. Necklace/Bracelet must be attached with a 2” plastic loop to the accessory tag card.
4. Each item should be placed in an individual poly bag.
PRE-TICKET PROCEDURES: ACCESSORIES
PRE-TICKET PROCEDURES: ACCESSORIES

Tach-its:

Use a 2” plastic loop Tach-it to attach the Tillys Hanging Price Ticket as follows:

1. BACKPACKS – Around the handle located on the top of the backpack.
2. HANDBAGS – Around the right side of the handle.
3. WATCHES – Around the bottom of the watchband.
4. HATS / VISORS – Through the vendor label inside the hat.
5. SCARVES – Through the bottom (seam if applicable) of the item.
6. WEB BELTS – Through the material up to 2” below the buckle.
   Place the belt on a black generic belt hanger.
7. ALL OTHER BELTS – Through the loop on the belt. If there is no loop, then through the buckle.
   Place the belt on a black generic belt hanger. See PO for details.
PRE-TICKET PROCEDURES: ACCESSORIES

FRAGRANCE

[Image of Fragrance product]
PRE-TICKET PROCEDURES: ACCESSORIES

Other:

1. SOCKS – All socks (except certain styles when specified on the Tillys Purchase order) must have a sock band around them. Place the Accessory price ticket/security sensor sticker on the back of the sock band in the lower right corner.

2. SUNGLASSES – Sunglasses must be ticketed with a Tillys Rat-tail Price Sticker. Place the sunglass price ticket / security sensor sticker on the left arm of the sunglasses, 2" from the end. Place the Full Tilt or Blue Crown logo UV sticker on the left lens in the lower corner as shown. Each item should be placed in an individual poly bag.

3. WALLETS – Place the Tillys Hang Price Ticket inside the wallet in the plastic identification holder.

4. TECH/HOME - For all tech, home and other accessories, please refer to the following guidelines, and contact the appropriate Tillys Buyer for further information:

   a. The Accessory price ticket/security sensor sticker must always be placed to cover the vendor UPC code, either on the item packaging or directly on the item for items with no packaging.
   b. For items with packaging but no UPC code, place the Accessory price ticket/security sensor sticker on the back of the packaging on the lower right corner.
   c. For items with no packaging and no UPC code, place the Accessory price ticket/security sensor sticker on the bottom of the item.
PRE-TICKET PROCEDURES: ACCESSORIES

BLUE CROWN SHOESTRING
LABELING SPECIFICATIONS FOR ECOMMERCE “B” PURCHASE ORDERS

1. Vendor is required to provide an e-com label on each item. This label is used in the automated order fulfillment process and for confirmation that the customer is receiving the proper merchandise. Barcodes and labels will not be provided by Tillys. For the vendor to print these labels, barcode printing software, sticky labels, and a printer will be needed. The vendor can also outsource the printing process (many vendors have this done at the factory).
   - Any PC with a printer can create barcoded labels. A search of Amazon or Google will turn up a variety of software programs to print barcoded labels. You can get free barcodes at the website http://www.barcode-generator.org/. Copy the barcode from the screen and paste it into Microsoft Word which can print labels. Microsoft Word can also create labels. Another alternative is to purchase the labels from FineLine (see Sections 2.01 and 2.04B for ordering instructions). For Accessory vendors shipping product requiring price tickets from A&H, please see your buyer if you would prefer to order the e-com label from FineLine instead of printing.

2. Barcode must conform to the “UPC-A” convention. There are many types of barcodes but Tillys scanners are programmed for the UPC-A format. Configuration of this format takes place when creating the barcode in the barcode printing software.

3. Tillys UPCs are 11 digits long. When the UPC-A barcode prints, 12 numbers may be displayed. The last digit is a check digit generated by the barcode software itself. When creating the barcode enter the 11 digit number ONLY.

4. The e-com label must be a minimum of 1” tall and 2” wide, with the barcode having the minimum dimensions detailed below:

   Shorter Bars:
   - Min 1/2" Tall
   - Taller Bars:
   - Min 5/8" Tall

   Barcode Width: Minimum 1 9/16”

5. The barcode must provide high contrast (black/white) for optimum scanning rates.

6. E-com label (bar code/human readable) is to include size, color, item description, and Tillys UPC. This information is provided on the UPC Listing pdf attached to the Tillys purchase order submissions and is also available in FineLine’s FastTrak ordering system. Labels must not contain Tillys retail or vendor’s MSRP.

7. E-com label is to be affixed to the outside of the polybag (centered) or bottom side (centered) of shoe boxes.

8. When the vendor has their own UPC, the UPC barcode must be applied on a separate ticket or label on the opposite side of the polybag. Please have the proper label affixed to the outside of the polybag (centered). If the shoe box has the Vendor UPC on it please do not cover it with a label.

9. Ensure that no conflicting bar codes are on the same side as the e-com label or vendor UPC barcode.
PACKING PROCEDURES

FOR “A” PO’S

The accurate and proper packing of merchandise is critical to the efficient processing of merchandise through the Tillys Distribution Center. Tillys reserves the right to charge back any loss resulting from improper packaging.

Flat Packed Merchandise

All merchandise must ship in cartons, even if pre-hung.

The following guidelines apply when shipping flat packed cartons:

1. Packing slip must indicate units per style, color, size and it must contain a box count and total quantity.

2. All shipments require a Packing Slip. Place the detailed packing slip on the outside of the lead carton or carton number one (1) in a “Packing Slip Enclosed” envelope (a copy of the packing slip must also be attached to the bill of lading).

3. Preferred carton size 24” L x 16” W x 15” H.

4. Minimum carton size 12” L x 10” W x 8” H.

5. Maximum carton size 30” L x 24” W x 20” H.

6. Minimum carton weight 5 lbs.

7. Maximum carton weight 50 lbs.

8. No straps.

9. No staples.

10. Carton burst strength minimum 200 lbs per sq inch.

11. A piece of cardboard needs to be placed on top of merchandise to eliminate cutting damage when the box is opened by Tillys associates.

12. All cartons must be taped securely. Tape must be no less than 2” wide.

13. Heavier cartons should be secured with additional tape as needed.

14. Pack only one Purchase Order per carton.

15. Pack only one style/color/size per carton.
   - Exceptions will only be allowed for small items and small orders where it does not make sense to pack in multiple cartons or when there are miscellaneous remaining items for a particular style which will not fill a complete carton. In these cases, mixed items must be separated by style, color and size using dividers or master polybags within the carton. Carton labels must reflect all contents within a mixed carton. (Any additional exceptions must be approved in advance).

16. All garments that are not on hangers must be individually folded. Bulk units should not be bundled or packaged together.
PACKING PROCEDURES

FOR “A” PO’S (CONTINUED)

17. If a Pre-Hang Type is specified on the Tillys Purchase Order, the order is required to ship on Tillys hangers (i.e.: black plastic hanger/black hook). See section 3.02 for pre-hanging procedures.
   • If N/A is in the Pre-Hang Type field on the order, order must ship flat packed without hangers.

18. Only the categories below are to be individually poly-bagged. All other items must not be individually poly-bagged.
   • Jewelry
   • Hair Accessories
   • Non-branded Sunglasses
   • Womens and Girls Swimsuits
   • Non-boxed shoes

19. Jewelry, Hair Accessories, and non-branded Sunglasses must first be individually poly-bagged and then packed as a pre-pack into a larger poly-bag. Pre-pack increments are specified as the “Pack Qty” on the Purchase Order.

20. If import shipping requirements dictate the necessity for poly-bagging units, units are to be shipped in pre-pack quantities of no less than 6 units each. Smaller packs are only permitted if the “Pack Qty” is specified on the Purchase Order and specifies a smaller quantity.

21. Inner cartons are not allowed unless it is needed to prevent product from breaking or becoming damaged in transit. Use of inner cartons must be pre-approved (send request to tillysvendorcompliance@tillys.com).

22. All cartons must be properly labeled – Label dimensions 4” x 6” (attached to the long side of carton).

23. Label must contain the following information:
   • PO Number (must include “A” at the end of the numeric PO#)
   • Style Number (the Tillys Style # found on the purchase order)
   • Style Description (the Tillys Description found on the purchase order)
   • Color (the numeric Color Code found to the left of the Color Names on the purchase order)
   • Size (even if the item is One Size)
   • Quantity
   • Carton Count (i.e.,...1 of 10, 2 of 10, 3 of 10)
   • Only one “Ship To” and “Shipped From” address may appear on the outside of the carton(s).

PACKING & CARTON REQUIREMENTS

FOR ECOMMERCE “B” PO’s

1. Do not sensor, apply hangers, or add Tillys price tickets to Ecommerce merchandise.

2. All items must contain a vendor UPC when available (see #8 of section 2.06 for instructions).

3. Merchandise for Ecommerce must be packed in eaches, not prepacks. All items must be packaged for the end customer, (1) item per polybag.

4. Pack only one Purchase Order per carton.
PACKING PROCEDURES

FOR ECOMMERCE “B” PO’s (CONTINUED)

5. Pack only one style/color/size per carton.
   • Exceptions will only be allowed for small items and small orders where it does not make sense to pack in multiple cartons or when there are miscellaneous remaining items for a particular style which will not fill a complete carton. In these cases, mixed items must be separated by style, color and size using dividers or master polybags within the carton. Carton labels must reflect all contents within a mixed carton. (Any additional exceptions must be approved in advance).

6. Preferred carton size 24” L x 16” W x 15” H.

7. Maximum carton size 30” L x 24” W x 20” H.

8. Maximum carton weight 50 lbs.

9. No straps.

10. No staples.

11. Carton burst strength minimum 200 lbs per sq inch.

12. A piece of cardboard needs to be placed on top of merchandise to eliminate cutting damage when the box is opened by Tillys associates.

13. All cartons must be taped securely. Tape must be no less than 2” wide.

14. Heavier cartons should be secured with additional tape as needed.

15. All shipments require a Packing Slip. Place the detailed packing slip on the outside of the lead carton or carton number one (1) in a “Packing Slip Enclosed” envelope (a copy of the packing slip must also be attached to the bill of lading).

16. All cartons must be properly labeled – Label dimensions 4” x 6” (attached to the long side of carton).

17. Label must contain the following information:
   • PO Number (must include “B” at the end of the numeric PO#)
   • Style Number (the Tillys Style # found on the purchase order)
   • Style Description (the Tillys Description found on the purchase order)
   • Color (the numeric Color Code found to the left of the Color Names on the purchase order)
   • Size (even if the item is One Size)
   • Quantity
   • Carton Count (i.e…..1 of 10, 2 of 10, 3 of 10)
   • Only one “Ship To” and “Shipped From” address may appear on the outside of the carton(s).

18. Only one purchase order number per packing slip is acceptable. Do not combine multiple purchase orders on the same packing slip.

19. The purchase order number must appear on the packing slip.
PRE-HANGING PROCEDURES

FOR “A” PO’S

If a Pre-Hang Type is specified on the Tillys Purchase Order, hangers will be supplied by Tillys. Please send an email request to hanger.orders@tillys.com with the following information:

1. Hanger type requested:
   a. TRS-17: Rubber Grip
   b. 484: Regular Top Hangers
   c. 14” Bottom
   d. Swim
   e. 10” Batt
2. Quantity requested in cases (100 ea).
3. Contact Name.
4. PO # and Ship Window.
5. Ensure shipping address is updated in vendor portal for hanger delivery.

Once your order has been placed, you will receive a confirmation e-mail from Tillys letting you know that your order is being processed and an ETA on your shipment. Please allow minimum 10 business days for processing and shipping from receipt of request.

**Hanger Types and Standards**

Tillys utilizes four types of hangers: the top hanger, the bottom (clip) hanger, the batt hanger, and the swim hanger. If an order is to be pre-hung, the buyer will indicate on the purchase order which hanger type is required. Please refer to the following hanging procedures per hanger type. If grips are required to be used with the hangers, this will be indicated on the purchase order. Hanger grips must be ordered from Tillys along with the hangers.

1. **Top Hangers**

   a. All Men’s, Women’s, Boys and Girls Tops are hung on top hangers, with the exception of select Woman’s Tops and Dresses.
   b. All garments with “closed” necklines and tank styles should be hung without grips attached. Do not cross hanger tape straps if provided.
   c. All garments with “wide” necklines should be hung with grips attached, crossing the hanger tape straps if provided. PO will indicate that hanger grips must be used. Please order along with hangers.
   d. All sweaters should be hung with grips attached. PO will indicate that hanger grips must be used. Please order along with hangers.
   e. All sleeveless garments with narrow straps (1 ½ inches or less) should be hung without grips with the straps placed inside the groove of the hanger.
   f. Please refer to the following photos for visual assistance.
### PRE-HANGING PROCEDURES

#### FOR “A” PO’S

2. **Bottom (Clip) Hangers**

   a. All Men’s Pants, Women’s Bottoms, and Women’s Tube Tops/Strapless Dresses are hung on clip hangers.
   
   b. Garments should be attached flat and centered on the hanger, with equal amounts of fabric extending on each side of the clip. Garments should be pulled tight so they do not sag or droop in the middle.
   
   c. Please refer to the following photos for visual assistance.
## Packing and Shipping Procedures

### Pre-hanging Procedures

#### FOR “A” PO'S

<table>
<thead>
<tr>
<th>Chapter 3</th>
<th>Section Name:</th>
<th>Section #:</th>
<th>Page:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Packing and Shipping Procedures</td>
<td>Pre-hanging Procedures</td>
<td>3.02</td>
<td>3 of 5</td>
</tr>
</tbody>
</table>

**PRE-HANGING PROCEDURES**

**d. Special instructions for Dickies:** All Men's and Boys' Dickies brand Pants and Shorts are hung on clip hangers with the fly folded inward 2 to 4 inches.

e. Please refer to following photo for visual assistance.

![Men's Pants](image1)

3. **Batt Hangers**

a. All Men's/Boys Shorts (except Dickies brand), Boys Pants (except Dickies brand) and Girls Bottoms are hung on batt hangers.

![Batt Hanger](image2)
PRE-HANGING PROCEDURES

FOR “A” PO’S

b. Boys Pants (except Dickies brand), all Girls Bottoms, and all Toddler Bottoms should be attached flat and centered on the hanger, with equal amounts of fabric extending on each side of the clip. Garments should be pulled tight so they do not sag or droop in the middle.

c. Men’s and Boys’ Shorts should be hung sideways, with the fly folded inward 2 to 4 inches.

d. All Women’s and Girls Swimwear is hung on batt hangers.

e. Please refer to following photos for visual assistance.

4. Swim Hangers

a. All Women’s and Girls Swimwear is hung on Swim Hangers (Swim Hangers have no teeth on the clips to avoid damaging swim fabrics).

b. Swimwear should be attached flat and centered on the hanger, with equal amounts of fabric extended on both sides of the clip. Garments should be pulled tight so they do not sag or droop in the middle.

c. Straps and ties should be knotted in the back to prevent hanging.

d. Please refer to following photos for visual assistance.
PRE-HANGING PROCEDURES

FOR “A” PO’S

Pre-hanging Procedures for Bras and Panties

The vendor is responsible for hanging all bras. Select panty orders will need to be hung if indicated on the purchase order. Standard, clear plastic lingerie hangers should be used for bras and panties (no top hangers, clip hangers or bat hangers). Please note: The vendor must provide the bra and panty hangers – these hangers cannot be ordered from Tillys.

a. All bras must be hung on standard, clear plastic lingerie hangers.
b. Bra straps must be folded into hanger clips so that no more than ½” of strap is visible between hanger and where strap and bodice meet.
c. Select panties must be hung on standard, clear plastic lingerie hangers.
d. Panties that are wider than the hanger should be folded into the hanger clips.
e. Please refer to following pictures for visual assistance.
POLYBAG REQUIREMENTS FOR ECOMMERCE “B” PURCHASE ORDERS

1. Merchandise must be individually poly-bagged, excluding boxed shoes (no pre-packs).
2. Units sold as sets using one style number must be packed together in the same polybag.
3. There should be no more than one inch of space allowed between the edge of item and the polybag.
4. Polybag must be constructed of biaxially oriented plastic film, preferably low density polyethylene (LDPE).
5. Polybags must be a minimum of 1.5 mil (.0038mm) thick.
6. Polybags must be free of Butylated Hydrozyl Toluene (BHT) which can cause discoloration in garments.
7. Polybags must be sealed securely with heat sealing, tape or self-sealing bags to contain the merchandise within the bag at all times (do not tie the bottom of the bag or leave open).
8. Polybags must have proper venting to allow excess air to escape (it is recommended that heat sealed bags have two ¼ inch vent holes evenly spaced that do not interfere with bag printing).
9. Polybags must be clearly labeled on one side with a Mandatory Safety Warning printed as follows:
   - “WARNING- To avoid danger of suffocation, keep plastic bag away from babies and children. Thin film may cling to nose and mouth and prevent breathing. Do not use this bag in cribs, beds, carriages or playpens. This bag is not a toy.”
   - The warning should be printed clearly in black (or other color to provide conspicuous contrast) in the following font size:

<table>
<thead>
<tr>
<th>Total Length and Width of Bag Combined</th>
<th>Minimum Type Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 25 inches</td>
<td>10 point</td>
</tr>
<tr>
<td>25 to 39 inches</td>
<td>14 point</td>
</tr>
<tr>
<td>40 to 59 inches</td>
<td>18 point</td>
</tr>
<tr>
<td>60 inches or more</td>
<td>24 point</td>
</tr>
</tbody>
</table>

   - This warning should be repeated at 18-inch intervals for bags whose length and width are more than 40 inches.
10. Plastic bags, regardless of size or thickness, must not display cartoons, pictures or caricatures that may encourage use of this bag as a toy by children up to the age of 14.
11. Tillys will not accept packaging or packaging components (inks, dyes, adhesives, stabilizers or additives) that contain lead, mercury, cadmium or hexavalent chromium that was introduced during manufacturing. Trace levels of metals noted above may not exceed 100 parts per million (.01%) by weight.
SHIPPING GUIDELINES

All orders MUST be shipped to the correct address, based on whether the PO is an “A” order or a “B” order:

**Ship to Address for “A” POs:**
- Tillys
- 10 Whatney
- Irvine, CA 92618

**Ship to Address for “B” POs:**
- Tillys
- 17 Pasteur
- Irvine, CA 92618

The following guidelines must be adhered to when shipping merchandise to Tillys Distribution Centers:

1. Tillys will not be liable for payment of invoices for merchandise that is not shipped in accordance with the Tillys purchase order and the directives found below. Vendor is expected to comply with all terms and conditions of the Tillys purchase order as well as guidelines outlined in this compliance manual. Failure to do so may subject vendor to charge backs.

2. Once a vendor has scheduled an appointment with one of Tillys’ preferred common carriers, if the shipment is not ready upon arrival of the carrier, vendor may be subject to a return trip fee of up to $75. Vendor must call and cancel or reschedule an appointment at least 4 hours prior to pick up to avoid possible return trip fee charges.

3. If a shipment is not sent via one of Tillys’ preferred common carriers, the delivering party must contact Tillys receiving department via e-mail, receiving@tillys.com, to request a delivery appointment. Delivery appointments may be delayed 24 hours or more by Tillys receiving department depending upon current business conditions.
   - Vendor must provide shipment confirmation 24 hours in advance of the planned receipt of merchandise at the distribution center in Irvine, CA. The shipment confirmation must be e-mailed to receiving@tillys.com.

4. Tillys has the right to refuse a shipment that is tendered to a common carrier before the “start ship” or arrives at the Tillys distribution center after the “in-house cancel” dates as specified on the purchase order. Please allow for transit time as well as possible delays in acquiring an appointment for delivery. Tillys’ preferred common carriers will schedule an appointment minimum 24 hours in advance of desired pickup. We encourage you to schedule as early as possible to avoid going past cancel date.

5. A proposal must be e-mailed to the appropriate Tillys buyer for approval on a delivery arriving earlier than the “Start Ship” or later than the “In-House Cancel” date. Do not ship merchandise without written confirmation from the buyer that the proposal has been accepted. Email this confirmation to receiving@tillys.com prior to shipment of merchandise to Tillys distribution center.

6. Shipments must be complete, Tillys reserves the right to refuse unauthorized incomplete shipments of a style. Incomplete shipments, changes and/or modifications to a purchase order must be approved in writing by the appropriate Tillys buyer prior to tendering the load to a carrier.

7. Approvals for style, color or size substitutions are to be requested in writing and must be approved by the appropriate Tillys buyer. The packing slip which reflects these substitutions must be affixed to the lead carton of the merchandise and attached to the BOL.

8. All backorder freight charges, on late shipments for which Tillys did not authorize an extension or on purchase orders that were partially shipped, are the responsibility of the Vendor.

9. The purchase order number must appear on the packing slip. Only one purchase order number per packing slip is acceptable. Do not combine multiple purchase orders on the same packing slip.

10. Do not attach or include the invoice with the shipment.

11. Place all packing slips for the same purchase order in an envelope marked “Packing Slip Enclosed” and affix to the lead carton or carton number one of the related shipment. Packing slips must also be attached to the BOL.

12. Packing slip must indicate units per style, color, size and it must contain a box count and quantity.

13. FTL trucks must be floor loaded, in purchase order sequence.

14. Tillys reserves the right to refuse, or unload at their convenience, shipments that arrive after their scheduled appointment time, or have no scheduled appointment.
### SHIPPIING GUIDELINES

**Bill of Lading (Excludes Small Parcel Shipments)**

1. A bill of lading cannot be used as a packing slip.
2. A separate bill of lading is required for each distribution center.
3. The bill of lading must indicate consignee address and shipment origin address, name of carrier, purchase order numbers, quantity of cartons per purchase order, total shipment weight, and date of pickup.
4. Multiple purchase orders shipping to Tillys on the same day must be combined on one bill of lading.
5. A copy of the packing slip must be attached to the bill of lading.

**LTL (Less Than Truckload) Carton Shipments**

1. Carton(s) must be grouped by purchase order number and the outside of the carton(s) must be marked accordingly.
2. LTL shipments must be palletized.
3. Shipments must not contain mixed purchase orders, styles, colors or sizes on a single pallet except when a grouping does not fill an entire pallet.
4. A packing slip per purchase order must be on the outside of the lead carton or carton number one of each individual shipment. Packing slip must also be attached to the BOL.
ROUTING GUIDE

PLEASE CALL FOR ROUTING when:
   a. Shipment is more than 6 pallets AND weighs less than 6 lbs. per cubic foot; or
   b. Shipment is more than 8 pallets regardless of density.

TILLYS TRANSPORTATION SERVICE CONTACT INFO:
   Call 949-860-5445 7:00 AM – 3:00 PM PST, Mon. – Fri.

For all shipments:
1. All requests for routing need to be made a minimum of 24 hours in advance of desired pickup.
2. There is no guarantee for same day delivery. Please allow 1-5 days transit time.
3. When scheduling an appointment be prepared to provide the carrier with total weight (including pallet weight),
number of pallets, cubic dimensions and number of cartons. Combine all PO’s shipping on the same day for the
total shipment weight.
4. Shipments with the wrong weight are subject to re-weigh fees that will be charged back to the Vendor.
5. A Bill of Lading must be correctly completed with the PO Number, the quantity of boxes in shipment, and marked
freight collect.
6. If the Vendor chooses to use a carrier other than the one specified by Tillys, the shipping costs will be at
the vendor’s expense.
7. There is no freight allowance for overnight air shipments or for 2-day and 3-day and all charges for these types of
shipments will be the responsibility of the Vendor.
8. There is no freight allowance for duties, taxes, customs and other fees.
9. There is no reimbursement for invoiced freight charges.
10. When shipping collect via Fed Ex Ground, please do not request residential delivery or signature required and
   please do not enter a declared value. There are additional costs associated with these services and you will be
   charged back if you request them.
11. Vendor is responsible for all freight charges on cartons that do not belong to Tillys – min charge will be $25.
12. FTL shipments must be loaded by PO number. Vendor will be charged back for detention fees (min. $150)
    caused by unloading delays due to mixed PO loads.
13. For RTV shipments - Vendor must notify Tillys of any change of address. Address correction fees will be
    charged back to the vendor.

Tillys’ Preferred Common Carriers:

<table>
<thead>
<tr>
<th>Shipment From</th>
<th>Shipment weighing 100 lbs. or more</th>
<th>Shipment weighing 99 lbs. or less</th>
</tr>
</thead>
<tbody>
<tr>
<td>Los Angeles County</td>
<td>Tillys</td>
<td>Tillys</td>
</tr>
<tr>
<td>Orange County</td>
<td>Primary: E-mail: <a href="mailto:receiving@tillys.com">receiving@tillys.com</a> Secondary: Phone: (949) 860-5445</td>
<td>Primary: E-mail: <a href="mailto:receiving@tillys.com">receiving@tillys.com</a> Secondary: Phone: (949) 860-5445</td>
</tr>
<tr>
<td>San Bernardino County</td>
<td>Hours: 7:00AM - 3:00PM PST, Mon.-Fri.</td>
<td>Hours: 7:00AM - 3:00PM PST, Mon.-Fri.</td>
</tr>
<tr>
<td>Riverside County</td>
<td>Special Dispatch of California, Inc.</td>
<td>Fed Ex Ground</td>
</tr>
<tr>
<td>San Diego County</td>
<td>16330 Phoebe Ave., La Mirada CA 90638</td>
<td>Please mark freight collect.</td>
</tr>
<tr>
<td>Ventura County</td>
<td>Phone: (510) 713-0300 ext. 1 <a href="mailto:SanFrancisco@specialdispatch.com">SanFrancisco@specialdispatch.com</a></td>
<td>Fed Ex Account Numbers A-PO’s 372208341</td>
</tr>
<tr>
<td></td>
<td></td>
<td>B-PO’s 326287598</td>
</tr>
<tr>
<td>Alameda County</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kern County</td>
<td></td>
<td></td>
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<tr>
<td>Sacramento County</td>
<td></td>
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<tr>
<td>Santa Barbara County</td>
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<tr>
<td>Santa Clara County</td>
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<tr>
<td>Tulare County</td>
<td></td>
<td></td>
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<tr>
<td>Arizona</td>
<td></td>
<td></td>
</tr>
<tr>
<td>California (North of Monterey)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nevada – Las</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vegas/Henderson</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**ROUTING GUIDE**

For shipments not specified in above section:
1. Appointments must be made with the shipping company a minimum of one day in advance before pick-up is needed.
2. Estimated shipping time is one to five business days. There is no guarantee for same day delivery.

Tillys' Preferred Common Carriers:

<table>
<thead>
<tr>
<th>Shipment From</th>
<th>&quot;For shipments originating outside of the preceding areas weighing over 300lbs&quot;</th>
<th>Shipment weighing 299 lbs. or less</th>
</tr>
</thead>
<tbody>
<tr>
<td>Colorado</td>
<td>Old Dominion Freight Lines</td>
<td>Fed Ex Ground</td>
</tr>
<tr>
<td>Hawaii</td>
<td>640 Taft Ave; Orange, CA 92865</td>
<td>Please mark freight collect.</td>
</tr>
<tr>
<td>Idaho</td>
<td>Phone: (714) 279-0677</td>
<td>Fed Ex Account Numbers</td>
</tr>
<tr>
<td>Montana</td>
<td>Fax: (714) 279-0982</td>
<td>A-PO's 372208341</td>
</tr>
<tr>
<td>Nebraska</td>
<td>Hours: 8:00AM - 5:00PM PST, Mon.-Fri.</td>
<td>B-PO's 326287598</td>
</tr>
<tr>
<td>Nevada – Reno Only</td>
<td>Fed Ex Ground</td>
<td></td>
</tr>
<tr>
<td>Oregon</td>
<td>Same as shipments weighing 300 lbs. or more.</td>
<td></td>
</tr>
<tr>
<td>Utah</td>
<td>Fed Ex Ground</td>
<td></td>
</tr>
<tr>
<td>Washington</td>
<td>Combined Express, Inc. (CXI)</td>
<td></td>
</tr>
<tr>
<td>Wyoming</td>
<td>Phone: (800) 777-0458</td>
<td></td>
</tr>
<tr>
<td></td>
<td><a href="http://www.combinedexpress.com">www.combinedexpress.com</a></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hours: 8:00AM - 6:00PM EST, Mon.-Fri.</td>
<td></td>
</tr>
<tr>
<td>Delaware</td>
<td>Old Dominion Freight Lines</td>
<td>Fed Ex Ground</td>
</tr>
<tr>
<td>Maryland</td>
<td>640 Taft Ave; Orange, CA 92865</td>
<td>Please mark freight collect.</td>
</tr>
<tr>
<td>New Jersey</td>
<td>Phone: (714) 279-0677</td>
<td>Fed Ex Account Numbers</td>
</tr>
<tr>
<td>New York (zip codes 100-119)</td>
<td>Fax: (714) 279-0982</td>
<td>A-PO's 372208341</td>
</tr>
<tr>
<td>Pennsylvania</td>
<td>Hours: 8:00AM - 5:00PM PST, Mon.-Fri.</td>
<td>B-PO's 326287598</td>
</tr>
<tr>
<td>Alabama</td>
<td>Wragtime / Vision Express</td>
<td></td>
</tr>
<tr>
<td>Tennessee</td>
<td>2315 Nadeau Street, Huntington Park, CA 90255</td>
<td>Fed Ex Ground</td>
</tr>
<tr>
<td>Connecticut</td>
<td>Phone: (800) 586-9701</td>
<td>Please mark freight collect.</td>
</tr>
<tr>
<td>Florida</td>
<td>(323) 586-9700</td>
<td>Fed Ex Account Numbers</td>
</tr>
<tr>
<td>Georgia</td>
<td>Fax: (323) 586-9715</td>
<td>A-PO's 372208341</td>
</tr>
<tr>
<td>Illinois</td>
<td>Hours: 8:00AM - 6:00PM EST, Mon.-Fri.</td>
<td>B-PO's 326287598</td>
</tr>
<tr>
<td>Indiana</td>
<td>Fed Ex Ground</td>
<td></td>
</tr>
<tr>
<td>Iowa</td>
<td>Same as shipments weighing 300 lbs. or more.</td>
<td></td>
</tr>
<tr>
<td>Kentucky</td>
<td>CSA Transportation</td>
<td></td>
</tr>
<tr>
<td>Louisiana</td>
<td>13950 Mica St., Santa Fe Springs, CA 90670</td>
<td></td>
</tr>
<tr>
<td>Massachusetts</td>
<td>Phone: (800) 387-5131</td>
<td>Same as shipments weighing 300 lbs.</td>
</tr>
<tr>
<td>Michigan</td>
<td>Fax: (416) 292-5217</td>
<td>or more.</td>
</tr>
<tr>
<td>Minnesota</td>
<td>Hours: 8:00AM - 5:00PM PST, Mon.-Fri.</td>
<td></td>
</tr>
<tr>
<td>Missouri</td>
<td>ABF Freight</td>
<td></td>
</tr>
<tr>
<td>New Hampshire</td>
<td>Phone: (800) 610-5544</td>
<td></td>
</tr>
<tr>
<td>New York (zip codes 120-149)</td>
<td>Hours: 8:00AM - 6:00PM EST, Mon.-Fri.</td>
<td></td>
</tr>
<tr>
<td>North Carolina</td>
<td>Fed Ex Ground</td>
<td></td>
</tr>
<tr>
<td>Ohio</td>
<td>Same as shipments weighing 300 lbs. or more.</td>
<td></td>
</tr>
<tr>
<td>Oklahoma</td>
<td>CSA Transportation</td>
<td></td>
</tr>
<tr>
<td>Rhode Island</td>
<td>Same as shipments weighing 300 lbs. or more.</td>
<td></td>
</tr>
<tr>
<td>South Carolina</td>
<td>CSA Transportation</td>
<td></td>
</tr>
<tr>
<td>Canada</td>
<td>Same as shipments weighing 300 lbs. or more.</td>
<td></td>
</tr>
</tbody>
</table>
QUALITY AUDITING GUIDELINES

Tillys has implemented a Quality Auditing System to ensure that our customers continually get a quality product free of defects, poor workmanship or color shading problems. Generally within 20 days of receipt, Tillys will inspect each order as indicated below, and will accept no more than 2% damaged or defective merchandise per order. If the merchandise fails the Quality Control Audit by the Tillys Distribution Center and/or buyer, the merchandise will proceed to the Return Department and payment will not be made. Tillys reserves the right to return any goods back to the vendor, without payment, if the goods are not up to quality standards.

All merchandise received in our Distribution Center will be inspected as follows:

Style Inspection
1. Confirm correct style/color has been shipped as per approved sample.
2. Overall shape and appearance as per approved sample.

Fabric Quality Inspection
1. Fabric construction and weight must be as approved sample or swatch.
2. No fabric defects such as holes, tears or snags.
3. No dye discoloration, streaks or fading.

Fit Approval Inspection
1. The Quality Control Department and/or the buyer will inspect all fits and specifications for merchandise being made to Tillys specifications; every measurement is expected to come in within tolerance. For Men’s and Women’s product, tolerance is ½” for measurements with a 1” grade, and ¼” for measurements with a ½” grade. For Boys’ and Girls’ product, tolerance is 3/8” for measurements with a 1” grade, and ¼” for measurements with a ½” grade. Any merchandise that is not approved will be sent to our Return Department and payment will not be sent.

Buttons/Button Holes and Zippers
1. Buttons must be securely attached and aligned correctly.
2. Button holes must be cleanly cut.
3. Zippers must slide evenly – no puckering.

Label/Ticket Inspection, where applicable
1. Confirm correct label and size tag has been used, and has been properly positioned on the garment.
2. Confirm correct price ticket (style, color, size) has been used, and has been correctly attached to the garment.

T.O.P(Top of Production) where applicable
1. The respective Tillys buyer will note all styles that will require a T.O.P on the Purchase Order.
2. T.O.P samples must be sent to the appropriate buyer within five (5) days of the Tillys “Start Ship” date on the Purchase Order.
3. Bulk order cannot be sent until the appropriate Tillys buyer has given approval of the T.O.P.
4. Following is a sample T.O.P Approval Request Form which must be used.
T.O.P. Approval Request

Please fill out this form and attach to all T.O.P. Samples that need to be approved by Tillys. This form will be faxed back to you when the T.O.P. has been approved.

Date                          _________________________________________
Vendor                     __________________________________________
Name _________________________________________
Email Address ________________________________
Purchase Order # _________________________________________
Number of Units _________________________________________
Delivery              _________________________________________
Date _________________________________________
Style # _________________________________________
Color _________________________________________
Name(s) _________________________________________
Style Description _________________________________________

Approved

Comments: _________________________________________
_____________________________________________________
_____________________________________________________
_____________________________________________________

Buyer’s Signature ________________________________ Date _____________________

NOT Approved

NOT Approved
**VENDOR RETURNS**

**New Merchandise**

Tillys reserves the right to return merchandise to a vendor at their expense for reasons outlined below:

1. Merchandise that does not duplicate the sample shown to buyer and/or does not satisfy Tillys standards of quality.
2. Merchandise that is not shipped in compliance with the Purchase Order.
3. Styles, sizes and/or colors that are substituted without written approval from the buyer.
4. Purchase Orders that are shipped before the “Start Ship” or after the “In-House Cancel” dates without written approval from the buyer.
5. Merchandise received with manufacturer’s defects in fit, fabric or coloring.
6. All back orders that were shipped without written approval from the buyer.

Should it become necessary to return merchandise, Tillys will send a completed request for authorization to the vendor which will include the purchase order information, quantity and a reason for the return. If the vendor indicates that the merchandise is to be sent back to their facility, the vendor must supply a return authorization number. This return authorization number must be received within 14 calendar days from the date of notification or the merchandise may be donated to a charitable organization of Tillys choice, unless vendor has made other arrangements with Tillys in advance. The cost of goods will be deducted from the vendor’s next invoice.

Tillys will charge back an amount equivalent to the inbound and outbound freight charges plus a handling fee of $0.30 per unit (minimum $5 charge) for all merchandise that the vendor requests returned to their facility. All foreign (import) receipts of defective items will be returned to vendor for refund at full landed cost, including duty and freight at the vendor’s expense.

If vendor does not want the merchandise sent to their facility, Tillys will donate it and charge back cost of goods plus the handling fee noted above and the inbound freight amount.

**Damaged Merchandise**

Tillys reserves the right to return for credit any damaged or defective merchandise within one year of receipt of the merchandise.

Tillys returns to vendor department will notify vendor of damaged product on hand and the vendor will have 14 calendar days to respond to Tillys returns to vendor department with a return authorization number. If no response is received within 14 days, merchandise may be donated to a charitable organization and the cost of goods will be deducted from the vendor’s next invoice.

If vendor requests damaged product be returned to their facility, product cost as well as outbound freight charges and handling fees of $5.00 (for 10 units or less) plus $0.30 per unit for each additional unit over 10 units will be deducted from the next vendor invoice.

**“Ship to” Address Change**

Vendor is responsible for notifying their buyer of any change in “ship to” address for return merchandise. Failure to do so could result in a chargeback of related freight costs associated with storage and/or redelivery of the merchandise to the correct address.