

TILLYS

**VENDOR
COMPLIANCE
MANUAL**

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All vendors (each, a "Vendor") must read the following section, and then sign and return the Certification page in Section 1.02, indicating acceptance of all requirements outlined in this Compliance Manual Supplement.

These terms and conditions apply to any purchase order accepted by Vendor, and are in addition to any other terms contained in any Tillys Compliance Manual, which includes any supplements.

1. Contract Work. Vendor will manufacture, package, and deliver to Tillys the clothing, accessories and other goods described in Tillys purchase order ("Goods"), strictly in accordance with the price, specifications, delivery date, samples and quality standards set forth, or otherwise furnished or approved in writing by Tillys.
2. Delivery. Vendor acknowledges that the Goods are for resale by Tillys and that timely delivery is of the essence. Vendor shall immediately notify Tillys of any event which might delay delivery of any of the Goods and shall use its best efforts to avoid or minimize any such delay. If only partial delivery is made by the required delivery date, Tillys may return to Vendor, at Vendor's expense, such partial deliveries for full credit of all amounts paid. Tillys election to return or retain partial shipments shall not be deemed to be a waiver of any other right or remedy to which Tillys is entitled hereunder or at law or in equity. If no delivery has been made by the required delivery date, Tillys may cancel the purchase order in its entirety, without any liability to Vendor. In addition, if Tillys agrees to accept a late shipment, Tillys may require that the Goods be sent airfreight, at Vendor's expense.
3. Shipping and Packaging. Vendor shall follow shipping and packing instructions per Tillys Vendor Compliance Manual. Tillys will pay for shipping as long as all Vendor Compliance Manual instructions are followed. Goods shall be packed strictly in accordance with Tillys instructions. Tillys reserves the right to charge back shipping costs for failure to follow instructions (Sections 3.01 and 3.04).
4. Acceptance / Rejection of Goods/ Excess. Goods shall be deemed accepted only after Tillys has inspected the Goods for conformance with the required standards, even if the Goods were previously inspected at the place of manufacture by Tillys or its agent.

An entire order of Goods may be rejected if more than 2.0% of the ordered quantity is Nonconforming (as defined below) because of defects as determined by Tillys in its sole and absolute discretion. Tillys may sample the Goods in accordance with its Quality Audit Guidelines set forth in the Section 4.01 of the Vendor Compliance Manual or in the sample sizes as it deems necessary in its sole and absolute discretion. If the inspection discloses defects in excess of these levels, Vendor shall pay upon demand Tillys entire cost of inspection and sorting such Goods. Goods rejected by Tillys shall continue to be at Vendor's risk, and the return of such Goods to Vendor shall be the sole responsibility of Vendor, at its expense.

Vendor shall only re-sell rejected Goods after all product labels with identifying Trademarks, have been removed from the Goods.

"Nonconforming" means any Goods that (i) do not strictly match the agreed-upon samples, including but not limited to fit, fabric and color, (ii) are not strictly in the size scale specified, and/or (iii) have not been manufactured in accordance with Tillys instructions.

Vendor will not have the right to sell, transfer, or otherwise dispose of any Goods to which any Tillys Trademarks are attached or which display any Tillys Trademarks and are determined by Tillys to be seconds or irregular products or are in excess of the amount of the Goods requested by Tillys, except as authorized in writing by Tillys in regard to specific items. Tillys may require Vendor to dispose of or destroy any seconds, irregular or excess products. Vendor will physically remove all Tillys Trademarks from Goods before any sale or other transfer of the Goods that Tillys may authorize in its discretion. Vendor will advise Tillys of the method used for destruction and shall certify to Tillys that such Goods have been completely destroyed. Proof of destruction including invoices and photographs shall be made available to Tillys upon request.

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5. Tillys Options For Retaining Nonconforming Goods. If there are Nonconforming Goods, Tillys may, at its option:
- require that the Vendor repair the Nonconforming Goods;
 - require that the Vendor remove all Trademarks and sell the Goods; or
 - elect to sell the Nonconforming Goods as they are with a Vendor guaranteed margin.
6. Warranties and Representations. Vendor warrants, represents and covenants that:
- The Goods conform strictly to the agreed-upon samples, designs and specifications, are free from defects in materials and workmanship, are fit for resale to the public as fine quality, first class products, and are packaged and labeled as required by this Agreement;
 - The Goods and related packaging comply with all applicable labeling and certification standards, regulations and requirements of the United States or the country of destination;
 - Vendor has all right and title to use and sell to Tillys any patterns or designs used on the Goods, including without limitation all intellectual property rights;
 - The Goods and related packaging comply with all product safety, labeling and certification standards, regulations and requirements applicable in the United States, including, without limitation, compliance with the Consumer Product Safety Improvement Act and California's Proposition 65;
 - The Goods and related packaging comply with all applicable labeling and certification standards, regulations and requirements contained in any Tillys Compliance Manual, which includes any supplements, including without limitation, the Proposition 65 labeling and certification requirements set forth in Section 1.02 of the Vendor Compliance Manual;
 - Manufacturing shall be done only by persons in compliance with the *Immigration Reform and Control Act of 1986*, Section 274A(a)(4). Vendor shall provide the statutorily-required documentation demonstrating compliance with such law within the time required to respond to a Notification of Demand on Tillys by the U.S. Citizenship and Immigration Service;
 - Vendor's workers are provided safe, clean working conditions and are paid as required by law;
 - All Goods made in the United States or in any territory of the United States were made in compliance with all applicable (i) requirements of the *Fair Labor Standards Act*, Sections 6, 7 and 12, and (ii) regulations and orders of the United States Department of Labor, Section 14;
 - The country of origin is accurately stated on all documentation and packaging;
 - All Goods are free from liens and encumbrances;
 - Vendor is duly organized, validly existing and in good standing under the laws of its state or country of formation. Vendor has all necessary power and authority to execute, deliver and perform its obligations under a purchase order. A purchase order is valid and legally binding on Vendor enforceable against Vendor in accordance with its terms; and
 - Vendor has not paid and will not pay any compensation to any of Tillys Buying Agents and that it does not have any financial or other interest in any such Buying Agents which would cause government authorities to consider Vendor and any Buying Agent to be related parties. "Buying Agent" means a third party working for or on behalf of Tillys conducting business dealings with Vendor.

These warranties will run to Tillys, its successors, assigns, customers and users of the Goods.

7. Payment. Payment shall be made by Tillys after delivery to its warehouse and inspection and approval by Tillys of all Goods. Tillys will make all payments in United States Dollars by check payable to the order of Vendor.
8. Trademarks. "Trademarks" mean any trademark that Tillys and/or its affiliates use, including but not limited to, "Tillys", "Full Tilt", "Blue Crown", "RSQ", "RSQ Skate", "West of Melrose" and "Infamous". Vendor acknowledges that Tillys owns its Trademarks and other intellectual property and that Vendor acquires no rights in any of such Trademarks or property by virtue of its manufacture and supply of the Goods. Vendor agrees that it shall not acquire any registration for any of the Trademarks, copyrights or designs owned or used by Tillys. If Tillys cancels an order or rejects any Goods, Vendor shall not sell or use such Goods unless the product labels identifying Tillys Trademarks have been removed. Except as expressly authorized in respect to Goods made for sale to Tillys, Vendor will not use Tillys Trademarks, in any manner

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whatsoever without obtaining the prior written approval of Tillys, which may be withheld at the Company's sole discretion. Vendor will not make any reference in its business materials, advertising or in any of its business activities to the fact that Vendor is engaged by Tillys to manufacture and/or sell merchandise under Tillys Trademarks.

9. **Insurance.** Every Vendor shall obtain and maintain, at its sole cost and expense, commercial general liability (CGL) insurance on an "occurrence" basis in an amount appropriate to the Vendor's business and operations, but which shall not be less than \$3,000,000 combined single limit for bodily injury and property damage per occurrence. If a Vendor maintains broader coverage and/or higher limits than the minimums shown above, Tillys shall be entitled to the broader coverage and/or the higher limits. Vendor may not self-insure its obligations hereunder without the prior written permission of Tillys. Vendor shall furnish Tillys with a certificate of CGL insurance with limits of not less than the foregoing requirements. Such insurance shall contain a broad form Vendor's endorsement without limitation naming Tillys, its officers, officials, employees, agents and affiliates as Additional Insureds, and an undertaking of the insurance company not to cancel, reduce or materially change such coverage without giving at least thirty (30) days prior written notice to Tillys. Such insurance shall provide coverage with respects to products and completed operations, property damage, bodily injury, products liability, personal and advertising injury coverage, and contractual liability. The latter shall specifically include coverage of the Vendor's indemnification obligations to Tillys. Vendor's insurance will be primary to and non-contributory with any insurance maintained by Tillys, respond to and pay claims prior to other coverage, and be endorsed to waive subrogation in favor of Tillys. By requiring insurance herein, Tillys does not represent that coverage and limits will be adequate to protect the Vendor, and such coverage and limits shall not be deemed as a limitation on Vendor's liability hereunder.
10. **Indemnity.** Vendor shall indemnify, protect, defend, and hold harmless Tillys and its parent and subsidiaries, and each of their officers, directors, employees, shareholders, affiliates and agents from and against any and all claims, suits, loss, liability, expense and damage, including but not limited to costs of suit and attorneys' fees arising out of any:
 - i. defect in the Goods, regardless of whether the action is based upon negligence or strict liability;
 - ii. violation of any national, state, or local law or regulations pertaining to the manufacture or labeling of the Goods, their content, or their country of origin;
 - iii. violation of any applicable industry registration laws or statutes;
 - iv. violation of any discrimination, harassment, retaliation, worker's compensation, wage and hour, or any other labor laws or regulations pertaining to any worker employed or engaged by Vendor, its vendors, suppliers, contractors or agents;
 - v. unfair labor practices regulations by Vendor, its vendors, suppliers, contractors or agents;
 - vi. nonpayment by Vendor for amounts owed to any vendor, supplier, contractor or agent;
 - vii. violation of any warranty or representation made by Vendor pertaining to any of the Goods;
 - viii. infringement of trademark, patent or copyright rights or any laws and regulations by Vendor or its agents, vendors, suppliers or contractor;
 - ix. violation of any other applicable laws or regulations by Vendor or its vendors, suppliers, contractors or agents;
 - x. breach of any warranty or covenant hereunder, including, but not limited to damages from public protests relating to factory conditions; human rights violations; country of origin; loss of property; loss of profits; special, incidental, consequential, or punitive damages arising out of the use or inability to use the Goods; indirect or other similar damages arising from breach of warranty, breach of contract, negligence, or any other legal theory, even if Tillys or its agent has been advised of the possibility of such damages; or
 - xi. Vendor's acts or omissions and those of its employees, vendors, suppliers, contractors, or agents willful misconduct or negligent conduct, whether active or passive.

This indemnity shall apply under all circumstances unless a court of final jurisdiction holds that the loss was the result of the sole negligence or willful misconduct of Tillys. Vendor hereby waives its rights to raise a defense to its obligations under this section based upon any intervening, contributing or comparative (whether active or passive) negligence of Tillys.

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Tillys may, at its sole option, defend itself with counsel of its choice, which shall be paid for by Vendor upon presentation of legal bills or requests for retainer. Attorneys' fees and costs incurred in enforcing this paragraph shall be awarded to the prevailing party. All Tillys indemnity rights will continue even if business has terminated with the Vendor.

11. Right of Offset. Tillys shall have the right to offset and withhold all or any portion of any payment due under this Agreement or any other contract with Vendor, to such extent as may be necessary to protect Tillys from loss, including but not limited to, costs and attorneys' fees, arising from or relating to (i) Nonconforming Goods; (ii) claims filed against Tillys as a result of an act or omission of by Vendor or its vendors, suppliers, contractors, or agents; (iii) Vendor's failure to pay for labor, benefits and materials; (iv) failure to fulfill any of the covenants and obligations set forth in a purchase order; and (v) any claims Tillys has against Vendor arising out of any other contract.
12. Force Majeure. Tillys may, at its option, cancel an order in process without liability if its business is disrupted by natural disaster, an act of God, terrorism, or any other cause beyond Tillys reasonable control.
13. Limitation on Tillys Liability. Tillys shall not be liable for Vendor's anticipated profits or for incidental or consequential damages or penalties of any kind. Tillys liability for any claim relating to this Agreement shall not exceed the price Tillys paid for Goods or services which gives rise to the claim.
14. Compliance with Law. Vendor shall operate its factories in full compliance with all applicable laws, rules and regulations, including, but not limited to, those related to product safety, labeling, warnings, labor, worker health, safety and environment. Vendor shall also comply with all applicable city, county, state and federal laws, regulations, ordinances, and orders pertaining to home labor, minimum wages, working conditions, equal opportunity, child labor, overtime and worker's compensation. Vendor shall maintain any required registrations, and upon request, Vendor shall provide Tillys with copies of its licenses, permits and registrations.
15. No Child Labor. Vendor shall not employ any children in its factories. The term "children" means any person who is less than 14 years old or as otherwise defined in this section. The International Labor Organization Minimum Age Convention allows countries with underdeveloped educational facilities and economies to set the minimum age for employment at 14. However, when the age for completing compulsory education in any country is more than 14, such higher age shall apply. Factories shall also comply with all other applicable child labor laws in their country. Vendor is encouraged to develop lawful work place apprenticeship programs whenever possible for the educational benefit of its workers, provided that all participants meet minimum legal age requirements.
16. No Forced or Prison Labor. Vendor shall not use any forced, prison or indentured labor in the manufacture and finishing of Tillys Goods.
17. No Corporal Punishment. Vendor shall not use corporal punishment on its workers.
18. Non-Discrimination. Vendor shall employ workers on the basis of their ability to do the job, without regard to their personal characteristics or beliefs. Vendor shall not treat similarly-situated workers, employees or candidates for employment differently based on sex, age, race, religion, sexual orientation, physical disability, mental disability or any protected class under applicable law.
19. Wages, Benefits and Hours. Vendor shall set working hours, wages and overtime pay in compliance with all applicable laws, rules and regulations. Vendor's workers shall be paid at least the minimum legal wage or a wage that meets local industry standards, whichever is greater. Tillys understands that overtime is often required in the production of Goods, but Vendor agrees to limit workers' overtime to a level that ensures humane and productive working conditions.

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20. Working Conditions. Vendor shall treat its workers with respect and dignity, not exploit them in any way, and provide them with a safe and healthy work environment.
21. Monitoring Working Conditions. Vendor shall monitor, evaluate and enforce the required working conditions set forth in this Compliance Manual and under applicable law. Tillys may, at its option, monitor Vendor's systems to assess and ensure compliance.
22. Country of Origin. Vendor shall provide timely and accurate information about the country or countries in which Goods are made. Vendor shall communicate this information to Tillys when an order is placed, throughout the manufacturing process if there are any changes, before shipment, and during the shipment process. All labels, hangtags, and documents that have country of origin information shall be accurate.
23. Country Selection. Although beyond the control of the Vendor, Tillys may, at its option, cancel orders in process without liability and not place future orders in countries where:
- sourcing would have an adverse effect on Tillys brand image as determined in Tillys sole and absolute discretion;
 - there is evidence that Tillys employees or agents would be exposed to unreasonable health or safety risk as determined in Tillys sole and absolute discretion;
 - there are violations of basic human rights as determined in Tillys sole and absolute discretion;
 - the legal environment creates unreasonable risk to Tillys Trademark or to other important commercial interest or seriously impedes Tillys ability to implement the terms of its purchase order as determined in Tillys sole and absolute discretion; or
 - political or social turmoil that unreasonably threatens Tillys commercial interests as determined in Tillys sole and absolute discretion.
24. Relationship of Parties. Vendor is an independent contractor. Nothing between the parties shall be deemed to constitute a partnership between Tillys and Vendor, or to make Vendor an agent or employee of Tillys for any purpose. Vendor shall have no authority to bind Tillys or to contract in the name of or create any liability on the part of Tillys.
25. Confidential Information. Vendor shall not disclose any of Tillys Confidential Information, whether in documentary or non-documentary form, without Tillys prior written consent, which may be withheld in Tillys sole and absolute discretion. Confidential Information includes any information about Tillys, its business, operations, products, samples, drawings, specifications, data, employees and stores that Vendor obtained because of doing business with Tillys. Vendor may not disclose it is doing business with Tillys without Tillys written consent. Upon request by Tillys or termination of a purchase order, Vendor shall promptly return to Tillys all applicable samples, drawings, specifications, data, and other materials containing Tillys Confidential Information, together with all copies thereof, and shall erase all Tillys Confidential Information from its computers and files.
26. Disputes. Any dispute relating to a purchase order or the terms of the Vendor Compliance Manual shall be settled by arbitration in Irvine, California, using an arbitrator with the American Arbitration Association mutually agreed upon by the parties. One arbitrator shall hear the dispute. A party shall commence arbitration by delivering a written demand, which shall be served by U.S. certified mail, air shipment (Fed-Ex or UPS) or by personal service. The arbitrator shall have no power or jurisdiction to alter or modify any express provision of the purchase order or the Vendor Compliance Manual or to make any award which by its terms effects any such alteration or modification. The arbitrator shall award reasonable attorneys' fees and the costs of arbitration to the prevailing party. The decision of the arbitrator shall be final and enforceable in any court of competent jurisdiction. Notwithstanding the foregoing, the parties shall have the right to seek provisional remedies (such as interim injunctive relief in court).
27. Other Contracts. If Vendor breaches any other contract with Tillys, Tillys shall have the right to cancel all or any portion of a purchase order, and to withhold payments otherwise owing under a purchase order or other contracts.

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1. Termination. Tillys may terminate for any order for Goods for cause at any time. Cause includes:
 - i. Tillys rejection of Goods for failure to comply with any of the terms of a purchase order;
 - ii. Goods that are delivered late;
 - iii. Goods that are defective;
 - iv. Vendor's breach of any warranty; or
 - v. Vendor's failure to provide Tillys, upon request, with reasonable assurances of future performance.

If Tillys terminates for cause, Tillys shall not be liable to Vendor for any amount, and Vendor shall be liable to Tillys for any and all damages, including but not limited to, consequential damages and loss of profits sustained by reason of the default which gave rise to the termination. Any acceptance or deemed acceptance by Tillys of Goods shall not affect Tillys right to terminate for Vendor's breach.

Tillys may terminate any order for Goods without cause at any time upon written notice to Vendor. Upon receipt of such notice, Vendor shall complete work in process, unless the notice of termination directs that work in process not be completed. Vendor shall not start any other work. Tillys shall only be liable to Vendor for any work done or materials paid for prior to the notice of termination, except for the addition of such work and materials needed to complete work in process (unless not authorized by the notice).

Upon termination of this Agreement, Vendor will refrain from further use of Tillys Trademarks or of anything confusingly similar thereto, in connection with the manufacture and/or sale of any merchandise manufactured and/or sold by Vendor. Additionally, all originals and copies of all sketches, patterns, prototypes, samples or other materials relating to Goods will either be immediately returned by Vendor to Tillys or, at Tillys written election, be destroyed by Vendor. Proof of destruction including invoices and photographs shall be made available to Tillys upon request.

2. Notices. Any notice, consent, waiver or legal service of process shall be effective on the date personally delivered in writing; or on the transmission date of a facsimile transmittal notice; or on the transmittal date of an E-mail notice; or one business day after the notice of communication is sent by recognized overnight delivery service; or three days after the date of mailing by first class mail, postage prepaid, return receipt requested. All notices to Tillys shall be sent to the attention of: Chief Financial Officer, Tillys, 10 Whatney, Irvine, CA 92618, U.S.A., with a copy to the General Counsel at the same address.
3. Agreement, Changes and Waiver. Signed purchase orders, and any designs, drawings, specifications, and Vendor's samples specified therein constitute the entire agreement between Tillys and Vendor, and all prior agreements, understandings, representations and statements, oral or written, shall be of no further force or effect. Vendor may not assign any its rights or obligations under any purchaser orders without Tillys prior written consent. No waiver, amendment or modification of a purchase order shall be effective unless in writing and signed by a duly authorized representative of both parties.

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Tillys Compliance Manual, including any supplements, contain instructions for pre-ticketing, packing, shipping, vendor returns, chargebacks, quality auditing guidelines, production and labeling. It is important that all guidelines outlined in this Compliance Manual and any supplements 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 and any supplements are available online at www.tillys.com/customer-vendor-info.html and the private label supplement is available at www.tillys.com/privatevendorinfo. Follow the instructions on the web page to view and print the manual. We may update the Compliance Manual and any supplements at any time as we feel is necessary, without providing notification of the update. Therefore, it is the Vendor's responsibility to periodically review the Compliance Manual and any supplements online to remain current with our policies. This certification will automatically apply to any updates made to the Compliance Manual and any supplements. In addition to signing this certification, by accepting any purchase orders from Tillys you agree to be bound by the terms of the Compliance Manual and any supplements.

Your cooperation is appreciated and we look forward to working with you in the future. If you should have any questions concerning the Compliance Manual or any supplements, please e-mail us at vendorinfo@tillys.com or vendorsupport@tillys.com or call the Tillys Distribution Center Monday through Friday 7:00 AM to 3:00 PM Pacific Standard Time (949) 609-5599.

Ship to Address:

Tillys
10 Whatney
Irvine, CA 92618

Invoice Email:

invoices@tillys.com

Non solicitation of Tillys employees:

As a Vendor, you will interact closely with Tillys employees, often while at Tillys facilities, and may obtain information about those employees. While you are at a Tillys facility and acting in furtherance of your vendor relationship with Tillys, you will not encourage or solicit any Tillys employee to leave Tillys employment. This will apply for the duration of the vendor relationship and one year thereafter.

By accepting any purchase order from Tillys, the undersigned company agrees to the term of and to be bound by the following:

The Tillys Vendor Compliance Manual Private Label Supplement may be amended from time to time, located at: www.tillys.com/privatevendorinfo.

The Tillys Code of Conduct for Third Party Vendors, located at: <http://phx.corporate-ir.net/phoenix.zhtml?c=247315&p=irol-govHighlights>

The California Transparency in Supply Chains Act, located at: <http://www.tillys.com/static/ca-supply-chains-act>

Conflict Minerals Policy, located at: <https://www.tillys.com/about-tillys/conflict-mineral.html>

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CONSUMER PRODUCT SAFETY & LAB TEST REPORTS

Product safety is a top priority and we want to be assured all products available for sale to customers are safe and meet all applicable requirements. As the Vendor to our company, you are responsible for being informed about how to comply with all rules, laws, bans, regulations and restrictions applicable to your products, including without limitation U.S., Canada and State laws (e.g. California Proposition 65), the Consumer Product Safety Improvement Act of 2008 (“CPSIA”) and any other rule or law enforceable by the U.S. Consumer Product Safety Commission (“CPSC”).

For any product subject to any safety rule, law, ban, standard, regulation or restriction which requires a Certificate of Compliance (or similar product certificate) (any such certificate, a “COC”), Vendor is responsible for maintaining a compliant Certificate of Compliance for each applicable product. By way of example and not limitation, the CPSIA requires, for any product subject to any safety rule, law, ban, standard, regulation, or restriction enforced by the CPSC, the issuance of a General Certificate of Conformity (“GCC”) for a general use product (i.e., non-children’s products) or a Children’s Product Certificate (“CPC”) for a children’s product.

COC and Lab Test Report Requirements:

1. To obtain a copy of the Tillys COC form [CLICK HERE](#).
2. Vendor must also provide third-party certified lab test report(s) declaring that the merchandise meets all applicable regulations. **Both the COC form and the lab test reports must be filled out electronically, in English, and submitted in a PDF file format to productcompliance@tillys.com 2 days prior to the scheduled appointment for shipment.** Further, Vendor must provide a COC and lab test report within 72 hours upon a request from Tillys.
3. Lab test reports are valid for one calendar year from the test issue date. If a product is re-ordered under the same style number and the COC and the lab test report on file is less than 12 months old, a new lab test report does not need to be submitted.
4. Tillys requires that all third-party testing be conducted by a CPSC accredited testing laboratory. A complete list of accredited laboratories can be referenced on the CPSC’s website: <http://www.cpsc.gov/cgi-bin/labsearch/>.

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CALIFORNIA'S PROPOSITION 65

The Safe Drinking Water and Toxic Enforcement Act of 1986, better known as Proposition 65, requires businesses with 10 or more employees to give a clear and reasonable warning to California consumers before knowingly and intentionally exposing them to excessive levels of a chemical listed as a known carcinogen or reproductive toxicant ("Listed Chemicals"). Under Proposition 65, the primary responsibility for providing a Proposition 65 compliant warning for exposures to a Listed Chemical that result from a California consumer's acquisition, purchase, storage, consumption, or any reasonably foreseeable use of a consumer product or component part thereof, is with the manufacturer, producer, packager, importer or distributor of the products.

Tillys requires all of its Vendors, *regardless of size and location*, to comply with Proposition 65. It is the Vendor's responsibility to determine if the Goods being offered to customers require a Proposition 65 warning, and Vendor shall inform Tillys in writing if a warning is required and which Listed Chemical the Good contains. Vendor must satisfy this obligation by both (1) printing and/or affixing a compliant warning label to any such Goods or each Good's immediate container(s), and (2) notifying Tillys by email at productcompliance@tillys.com including that the Good requires a warning if it is sold online and the required warning language. If Vendor does not inform Tillys that a warning is required and does not affix a compliant label on the Goods, Tillys will interpret this lack of notice as a statement by Vendor that no warning is required. Steps (1) and (2) above must be effected by the Vendor if the Goods contain, or through their reasonably foreseeable use can expose a California consumer to, one or more Listed Chemicals, unless the Vendor can prove with third-party certified test reports, submitted to Tillys upon request, that the level of exposure to the Listed Chemical(s), if any, in the Goods is below the No Significant Risk Level (NSRL), and/or below the Maximum Allowable Dose Level (MADL) established for those chemicals by the California Office of Environmental Health Hazard Assessment, and that the content of a certain chemical is below a court-approved Consent Judgment. If the Vendor determines that a warning is required, such warning shall comply with Proposition 65's regulatory content requirements.

Tillys is also a party to certain consent judgments and settlements of legal actions brought under California's Proposition 65 relating to various products, including footwear, jewelry, and fashion accessories, that may impose additional or different obligations or requirements for compliance with Proposition 65. Tillys requires all of its Vendors, regardless of size and location, to comply with the provisions of these consent judgments/settlements as described below.

Please be aware that the obligation to comply with all applicable laws and regulations, including Proposition 65 and the applicable consent judgments/settlements described below, remains yours alone. Tillys has no obligation to provide you with updates as new legal developments occur.

CONSENT JUDGMENTS/SETTLEMENTS

This section contains important information concerning the content of and limits on Listed Chemicals in specific types of products sold to Tillys, as required by court-approved Consent Judgments and/or settlements of legal actions brought under California's Proposition 65. You must ensure that all products subject to an applicable consent judgment or settlement comply with the standards set forth in the applicable Consent Judgment and/or settlement as summarized below. Tillys requires its Vendors to use their best commercial efforts to provide Tillys with compliant products. At Tillys discretion, Vendors that do not meet the requirements of the various consent judgments or settlements summarized below are subject to expense offset fees, returns, chargebacks, and/or order cancellation. **To the extent any Goods are also subject to another rule, law, ban, regulation or restriction regulating chemical content, Tillys requires its Vendors to comply with the lowest applicable limits.**

A. FOOTWEAR

In 2014, Tillys entered into a Consent Judgment regarding the content of lead in footwear products. You can obtain a copy of the footwear consent judgment [here](#). You must ensure that any footwear products manufactured, imported, distributed, or supplied to Tillys comply with the following standards (lead limits) under the Consent Judgment:

Chapter 1	Section Name:	Section #:	Page:
General Information	Consent Judgment/Settlements	1.02	4 of 10

Component Type	Lead Limit (PPM)
Paint or other surface coatings	90
Polyvinyl Chloride (PVC)	200
All other materials or components other than cubic zirconia (sometimes called cubic zirconium, CZ), crystal, glass or rhinestones	300

B. JEWELRY

In 2007, Tillys entered into a Consent Judgment regarding the content of lead in jewelry and/or its components. You can obtain a copy of the jewelry consent judgment [here](#). In addition, California has enacted the California Metal-Containing Jewelry Law, CAL. HEALTH AND SAFETY CODE §§ 25214.1 *et seq.* (the “Jewelry Law”), which regulates the amount of lead in adult jewelry, and lead and cadmium in children’s jewelry. More information on the Jewelry Law can be found [here](#). Children’s jewelry is also subject to the provision of the Consumer Product Safety Improvement Act of 2008 (“CPSIA”). More information on CPSIA can be found [here](#).

You must ensure that any jewelry manufactured, imported, distributed, or supplied to Tillys comply with the following standards (lead limits) under the Consent Judgment. **To the extent such jewelry is also subject to the Jewelry Law and/or CPSIA, Tillys requires its Vendors to comply with the lowest applicable limits.**

ADULT JEWELRY (13 AND OLDER) LEAD SPECIFICATIONS

CLASS 1 COMPONENTS	
Component	Lead Limit
Stainless and surgical steels	No lead content restrictions.
Karat gold	
Sterling silver	
Platinum, palladium, iridium, ruthenium, rhodium, or osmium (“platinum group metals”)	
Natural and cultured pearls	
Glass, ceramic, and crystal decorative components (e.g., cat’s eye, cubic zirconia (sometimes called cubic zirconium, CZ), glass, rhinestones, cloisonne).	

Chapter 1		Section Name:	Section #:	Page:
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CLASS 1 COMPONENTS	
Component	Lead Limit
Any gemstone that is cut and polished for ornamental purposes except the following: aragonite, bayldonite, boleite, cerussite, crocoite, ekanite, linarite, mimetite, phosgenite, samarskite, vanadinite, and wulfenite	No lead content restrictions.
Elastic, fabric, ribbon, rope, and string with no intentional lead and not otherwise listed as a Class 2 Component	
Natural decorative materials (e.g., amber, bone, coral, feathers, fur, horn, leather, shell, wood) if treated in a way that does not add lead	
Adhesives	

CLASS 2 COMPONENTS	
Component Type	Lead Limit
Electroplated metal alloys (must be plated using the Best Management Practices described in Consent Judgment).	less than 10 percent lead by weight
Unplated metal not defined as Class 1 Components	Less than 1.5% lead (15,000 ppm)
Plastic/Rubber (e.g., acrylic, polystyrene, plastic beads/stones, polyvinyl chloride (PVC))	0.02% (200 ppm)
Dyes and Surface Coatings	0.06% (600 ppm)
Printing inks or ceramic glazes used in Children's Products	0.06% (600 ppm)

CLASS 3 COMPONENTS	
Component Type	Lead Limit
Any part of Jewelry that is not a Class 1 or Class 2 Component	0.06% (600 ppm)

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**CHILDREN'S JEWELRY (12 AND YOUNGER) LEAD SPECIFICATIONS
(PROPOSITION 65 AND CPSIA COMPLIANCE STANDARDS)**

CLASS 1 COMPONENTS	
Component	Lead Limit
Stainless and surgical steels	100 ppm
Gold 10 Karat greater	
Silver at least 925/1000 pure	
Platinum, palladium, iridium, ruthenium, rhodium, or osmium ("platinum group metals")	
Natural and cultured pearls	
Any gemstone that is cut and polished for ornamental purposes except the following: aragonite, bayldonite, boleite, cerussite, crocoite, ekanite, linarite, mimetite, phosgenite, samarskite, vanadinite, and wulfenite	
Dyed and undyed yarn and textiles with no intentional lead	
Natural decorative materials (e.g., amber, bone, coral, feathers, fur, horn, leather, shell, wood) if treated in a way that does not add lead	

CLASS 2 COMPONENTS Third-Party Testing and Certification Required	
Component	Lead Limit
Metal (plated and unplated)	0.01% (100 ppm)
Plastic/Rubber (e.g., acrylic, polystyrene, plastic beads/stones, polyvinyl chloride (PVC))	0.01% (100 ppm)
Dyes and Surface Coatings	0.09% (90 ppm)
Glass or crystal decorative components, including rhinestones	0.01% (100 ppm)

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CLASS 3 COMPONENTS	
Component Type	Lead Limit
Any part of Jewelry that is not a Class 1 or Class 2 Component	0.01% (100 ppm)

CADMIUM IN JEWELRY

Jewelry manufactured, imported, distributed, or supplied to Tillys must also comply with the cadmium content limits identified below:

Product Type	Cadmium Limit
Children's (12 or younger) Jewelry	No more than 75 ppm cadmium in any component
Adult (13 or older) Jewelry	No more than 300 ppm cadmium in any component, excluding components made from cubic zirconia (cubic zirconium or CZ), glass, rhinestones, or vitrified ceramics.

C. LEATHER, VINYL OR IMITATION LEATHER CLOTHING

In 2016, Tillys entered into a Consent Judgment regarding the content of lead in clothing made with leather, vinyl, or imitation leather materials. You can obtain a copy of the clothing consent judgment [here](#). You must ensure that any clothing products manufactured, imported, distributed, or supplied to Tillys made with leather, vinyl or imitation leather materials comply with the following standards (lead limits) under the Consent Judgment:

Component Type	Lead Limit (PPM)
Paint or other surface coatings	90
Polyvinyl Chloride (PVC)	200
All other materials or components other than cubic zirconia (sometimes called cubic zirconium, CZ), crystal, glass or rhinestones	300

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D. BELTS

In 2016, Tillys entered into a settlement agreement regarding the content of lead in belts. You can obtain a copy of the settlement agreement [here](#). You must ensure that any belt products manufactured, imported, distributed, or supplied to Tillys comply with the following standards (lead limits) under the settlement agreement:

Component Type	Lead Limit (PPM)
Paint or other surface coatings	90
Leather (including composited leather)	300
Polyvinyl Chloride (PVC)	200
All other materials or components other than cubic zirconia (sometimes called cubic zirconium, CZ), crystal, glass or rhinestones	300

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General Information	Certification and Acknowledgment of Prop 65	1.02	9 of 10

Vendor Compliance Acknowledgement Certification

I, the undersigned, represent and certify that I am authorized to bind the company on whose behalf I sign this certification ("Vendor"). I certify that I have received, reviewed and will comply with Tillys Compliance Manual and any supplements, and acknowledge and understand that **by accepting any purchase order from Tillys Vendor agrees to be bound by the terms of the Compliance Manual, including any updates thereto.**

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

I further certify that all Goods directly or indirectly sold by Vendor to Tillys comply with all product safety rules laws, bans, standards, regulations, and restrictions, including without limitation the California Safe Drinking Water and Toxic Enforcement Act of 1986, or Proposition 65, and, as applicable, that Vendor has both (1) printed and/or affixed a compliant warning label to the Goods or each Good's immediate container(s), and (2) notified Tillys by email at productcompliance@tillys.com including that the Goods require a warning if it is sold online and the required warning language.

I further certify that steps (1) and (2) have been effected by Vendor if the Goods contains, or through its reasonably foreseeable use can expose a California consumer to, one or more Listed Chemicals, unless the Vendor can prove with third-party certified test reports, submitted to Tillys upon request that the level of exposure to the Listed Chemical(s), if any, in the Goods is below the No Significant Risk Level (NSRL), and/or below the Maximum Allowable Dose Level (MADL) established for those chemicals by the California Office of Environmental Health Hazard Assessment, and that the content of a certain chemical is below a court-approved Consent Judgment.

I further represent and certify that Vendor owns all rights, title and interest in and to all intellectual property associated with the Goods it sells to Tillys, and that all Goods Vendor sells to Tillys comply with the Consumer Product Safety Improvement Act.

Vendor/Company Name (Please Print)

Street Address (Please Print)

City

State

Zip

Signature

Name and Title (Please Print)

Date

The Compliance Manual is available online at <https://www.tillys.com/customer-vendor-info.html>. 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, Vendor should periodically review the Compliance Manual online to remain current with our policies.

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We appreciate your cooperation and we look forward to working with you in the future.

If you should have any questions concerning consumer product safety and lab test reports, including Proposition 65, please e-mail us at productcompliance@tillys.com.

If you should have any questions concerning anything else in the Compliance Manual, please e-mail us at vendorsupport@tillys.com.

Chapter 1	Section Name:	Section #:	Page:
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INVOICE REQUIREMENTS

All invoices must be emailed to invoices@tillys.com.

1. 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.
2. Every invoice should have the corresponding Tillys purchase order # clearly indicated.

Chapter 2	Section Name:	Section #:	Page:
Ordering Tickets	Apparel and Footwear	2.01	1 of 1

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. Unauthorized printing of Tillys' price tickets is not permitted and will result in a chargeback. Please contact your Tillys Buyer if you have any questions on ticketing requirements.

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

FineLine Technologies US
 Contact: Cassie McCann and Lauren Raymond
 Phone: 800.500.8687 ext. 3223
 Fax: 678.969.9201
 Email: cmccann@finelinetech.com
raymond@finelinetech.com

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

B. Ordering Instructions

1. All price tickets, price stickers, and 2-Piece Match tickets 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 vendor ID. This ID is your vendor #, which 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 (do not free key PO info to create price tickets). 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. 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. Ticketing Instructions

1. Price tickets, price stickers, and 2-Piece Match tickets must be attached properly as directed in the sections regarding ticket placement in this manual (sections 2.02, 2.03).
2. The price ticket or price sticker for the correct style, color, and size must be attached to the correct item. The color codes and color descriptions are listed on the Tillys Purchase Order.

PRE-TICKET PROCEDURES

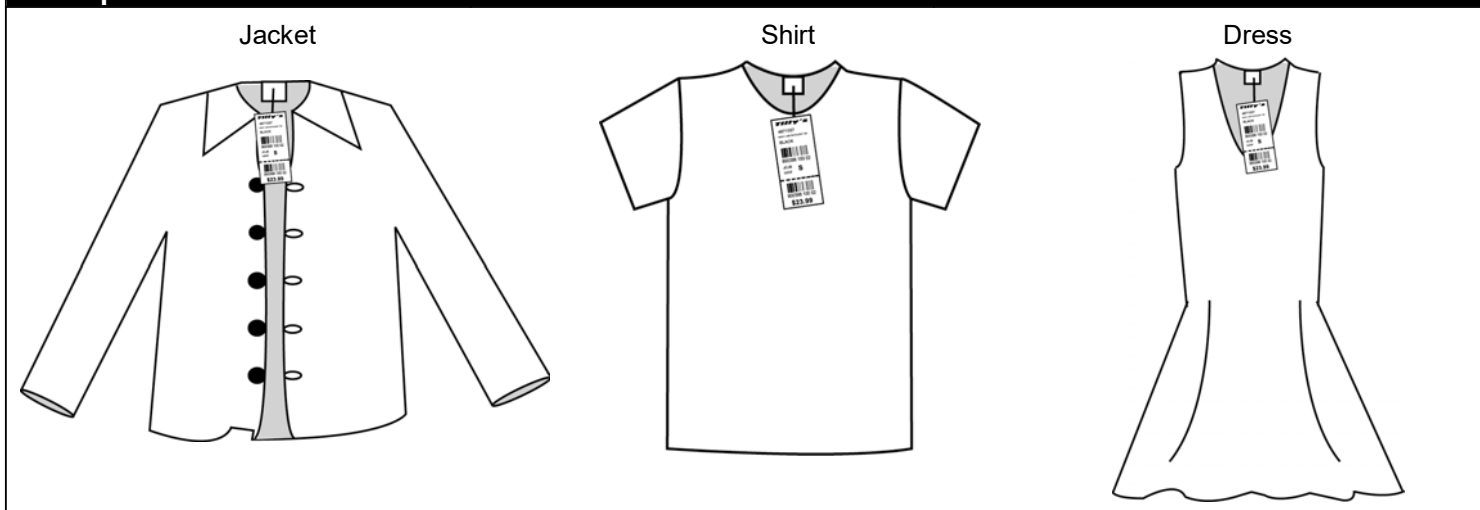
If a Vendor's hang tag is attached to the merchandise, any information on the tag must correlate to the actual item it is attached to (i.e., size on hang tag must match size of garment). MSRPs must be removed.

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.

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.

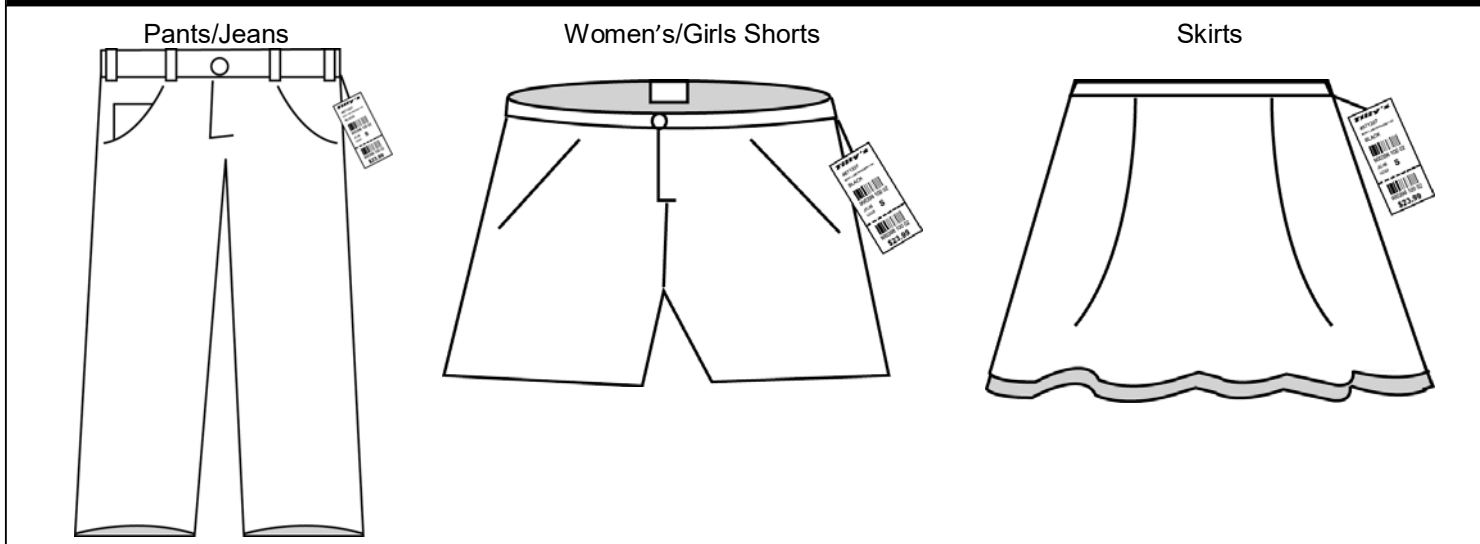
All Tops:



Women's/Girls Pants/J 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:



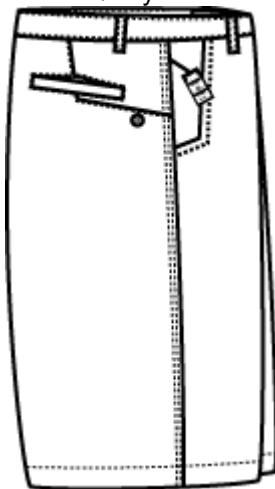
PRE-TICKET PROCEDURES

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.

Men's/Boys Shorts:

Men's/Boys Shorts



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.

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

Children's sleepwear should be snug fitting or flame resistant to meet U.S. Consumer Product Safety Commission's sleepwear requirements.

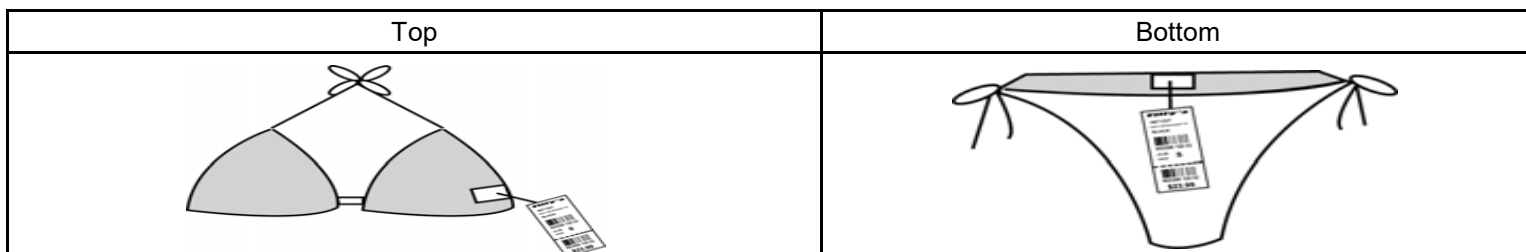
Women's & Girls – Swim Separates:

Swimwear Separates – Tops:

1. The Tillys Hang Price Ticket must be attached as follows:
 - o If there is a main label on the left, then through the main label.
 - o If the main label is not on the left, then through the left side seam.
 - o 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.



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:

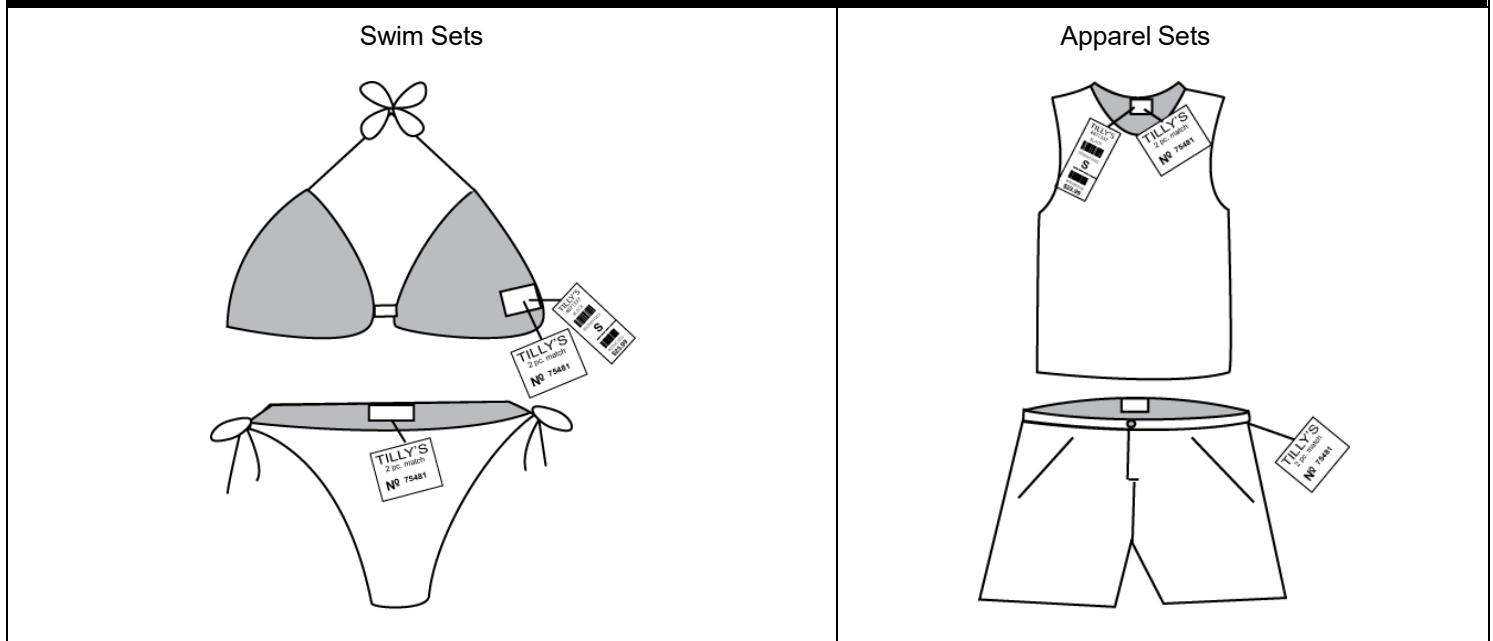
Tops:

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:



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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). Unauthorized printing of Tillys' price tickets is not permitted and will result in a chargeback. Please contact your Tillys Buyer if you have any questions on ticketing requirements.

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: leeann@aandhusa.com
 One Carding Lane
 Johnston, RI 02919

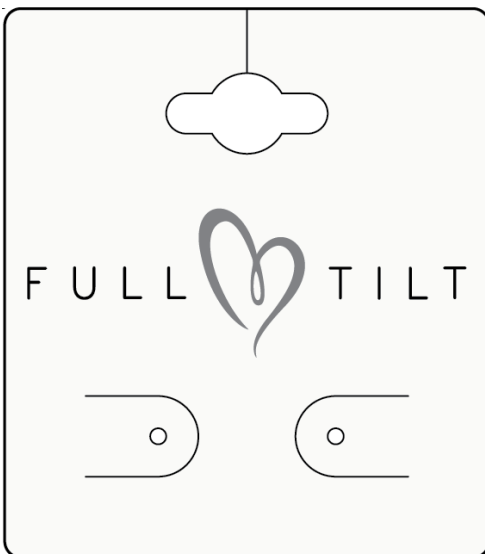
A&H China
 Contact: Tammy Wang
 Office: 86 532 847105607

Email: tammy@aandhasia.net

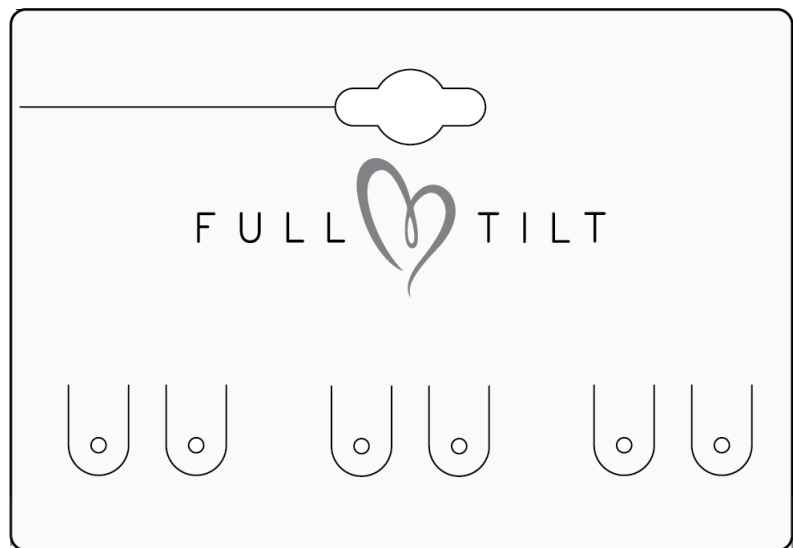
- If private label accessory cards or stickers are required for the categories listed below, they are to be purchased by the Vendor from A&H U.S.A. The price tickets and security sensor stickers will automatically be shipped in correspondence with the private label cards or stickers.**
 - Jewelry
 -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

Order Options:

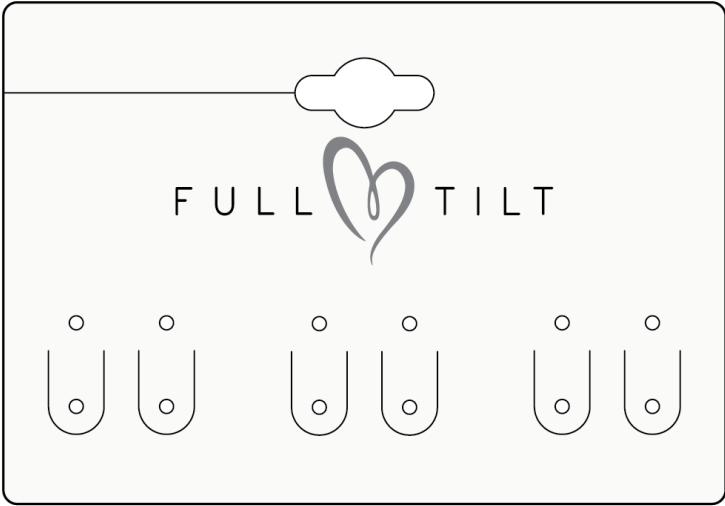
Full Tilt Earring Card
TILLYS0031



Full Tilt Trio Earring
Card TILLYS0034



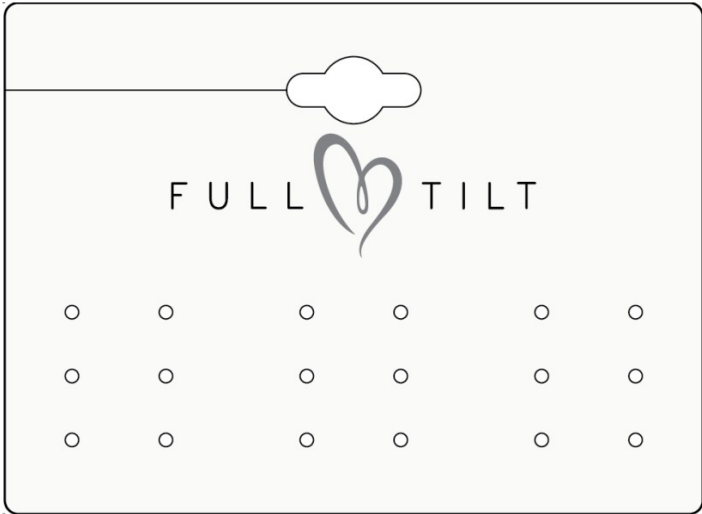
Full Tilt 6-Earring Card
TILLYS0035



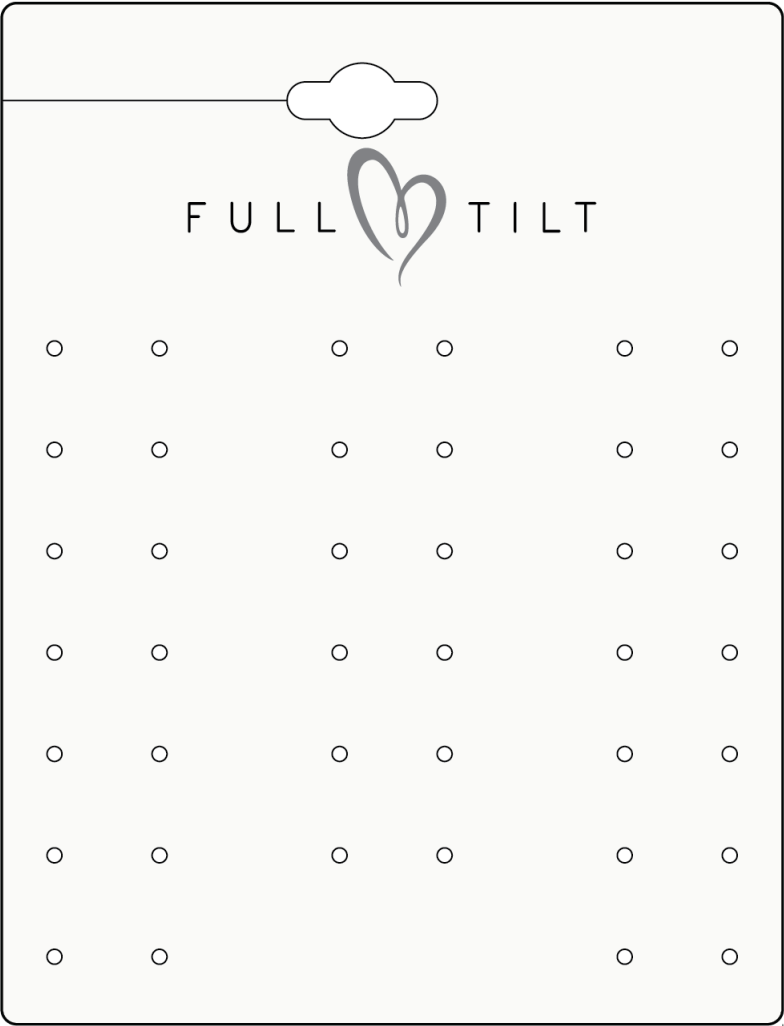
Full Tilt Ring Card
TILLYS0032



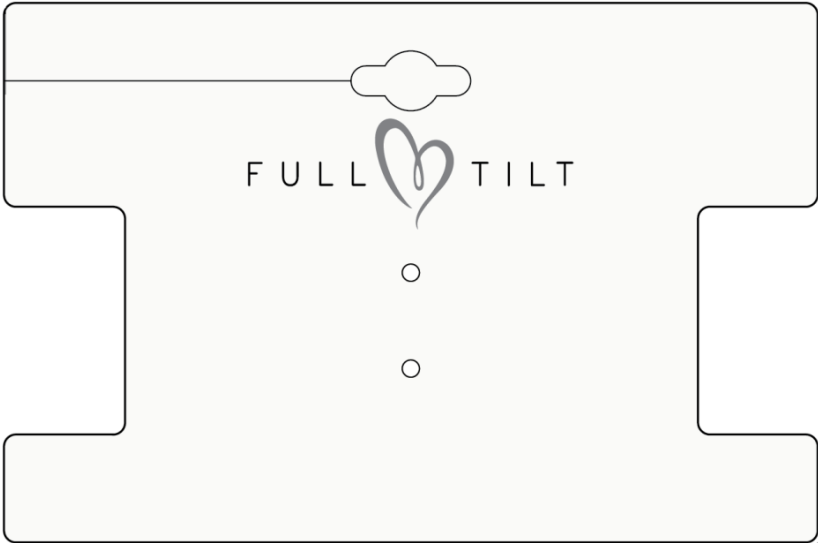
Full Tilt 9-Earring Card
TILLYS0042



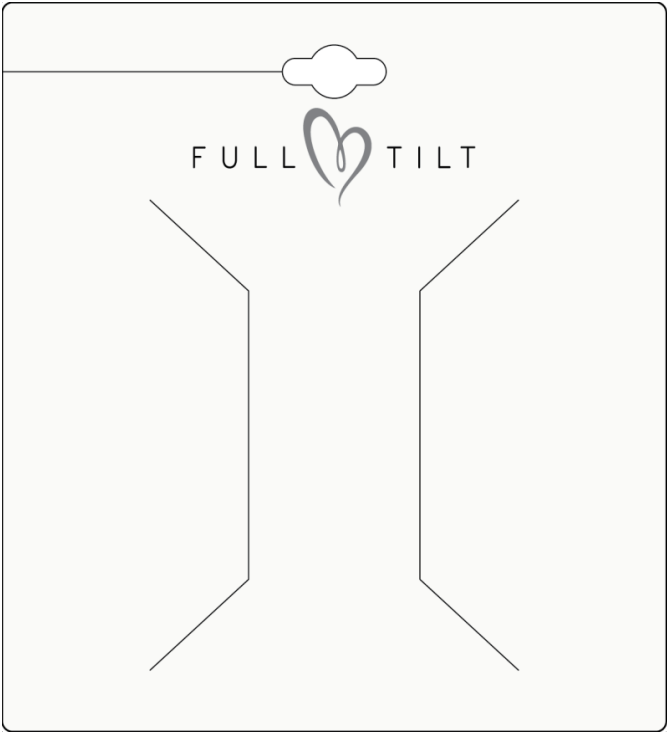
Full Tilt 20-Earring Card
TILLYS0041



Full Tilt Bracelet Card
TILLYS0040

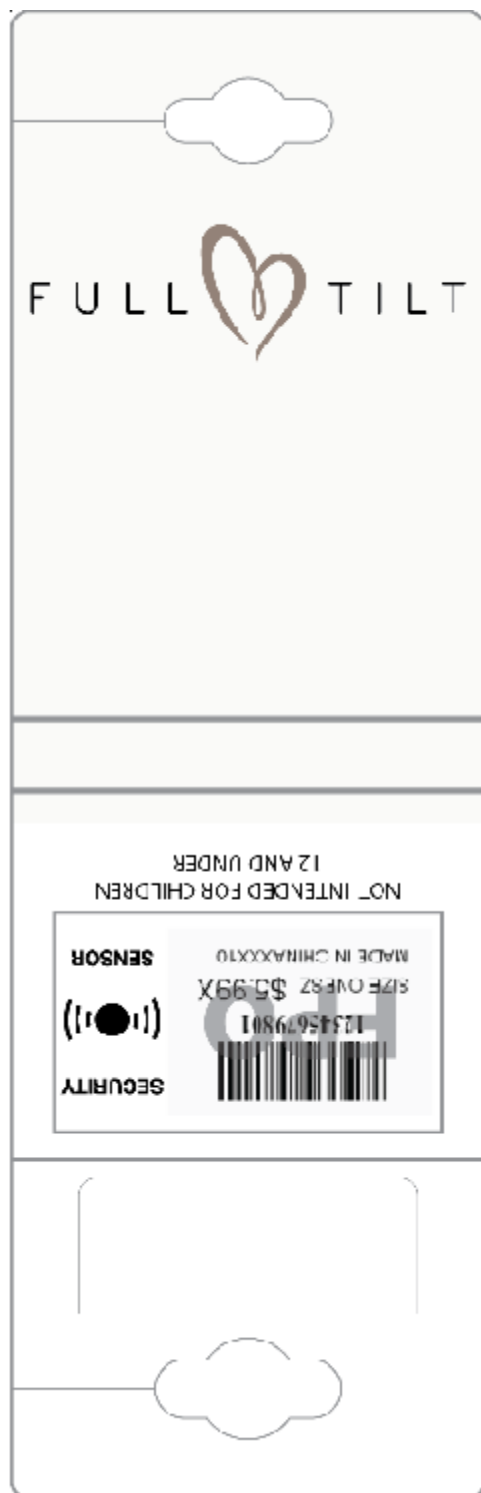


Full Tilt Cuff/Hair Card
TILLYS0033



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Full Tilt Small Fold over Card
TILLYS0037



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Blue Crown Small Fold over Card
TILLYS0010



Blue Crown Tag Card
TILLYS0006



Blue Crown Sunglass Sticker
TILLYS0013



Full Tilt Sunglass Sticker
TILLYS0024



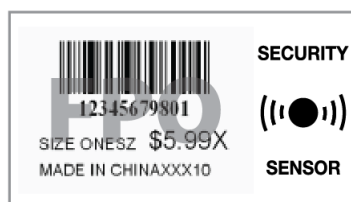
Chapter 2	Section Name:	Section #:	Page:
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2. If pre-ticketing is indicated on the purchase order for the categories listed below, price ticket/security sensor stickers must be purchased by the Vendor from A&H U.S.A.

- 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



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B. FineLine Technologies – Price Tickets for all categories not listed in sections A1 and A2.

FineLine Technologies US
 Contact: Cassie McCann and Lauren Raymond
 Phone: 800.500.8687 ext. 3223
 Fax: 678.969.9201
 Email: cmccann@finelinetech.com
<mailto:lraymond@finelinetech.com>

FineLine Technologies Asia
 Contact: Priscilla Cheng
 Phone: 852.2156.9788
 Fax: 852.2156.9166
 Email: 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. Unauthorized printing of Tillys' price tickets is not permitted and will result in a chargeback. Please contact your Tillys Buyer if you have any questions on ticketing requirements.

Ordering Instructions

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 vendor ID. This ID is your vendor #, which 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 (do not free key PO info to create price tickets). 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. 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

Ticketing Instructions

1. Price tickets and price stickers must be attached properly as directed in section 2.05.
2. The price ticket or price sticker for the correct style, color, and size must be attached to the correct item. The color codes and color descriptions are listed on the Tillys Purchase Order.

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PRE-TICKET PROCEDURES: ACCESSORIES

Accessory Carding

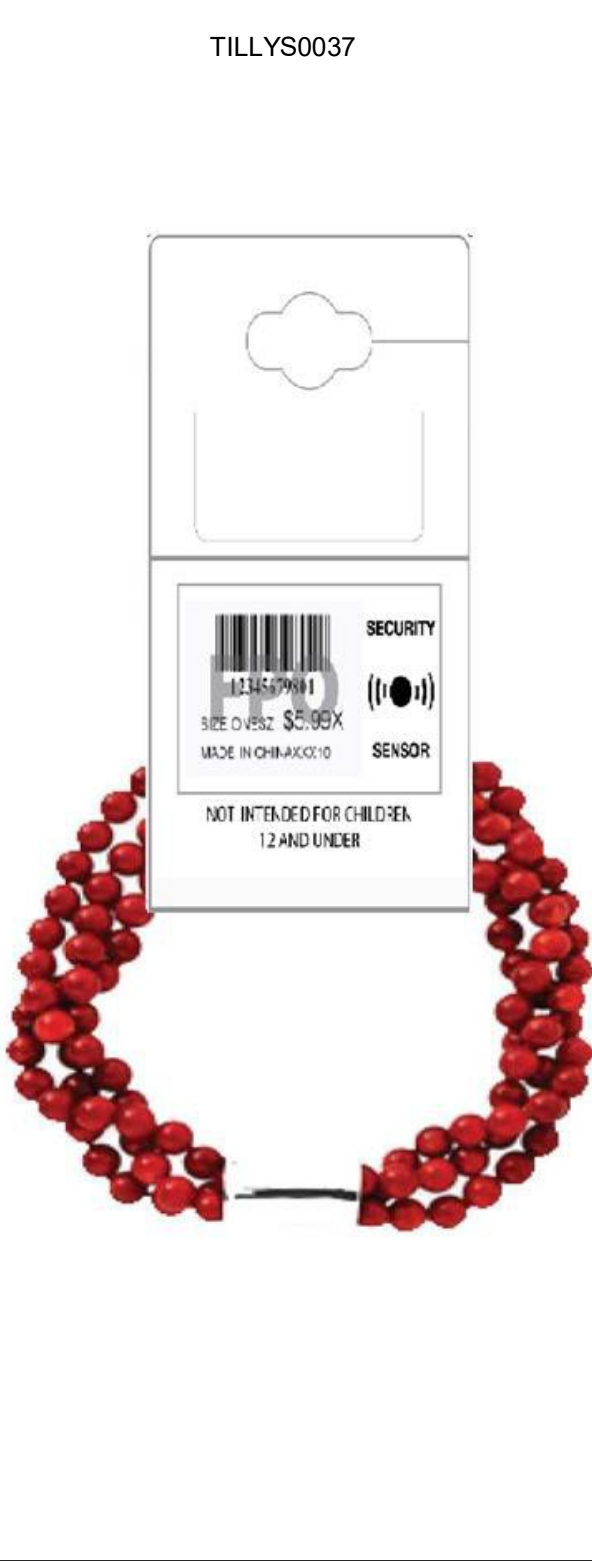
Fold-Over Accessory Card:

- 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



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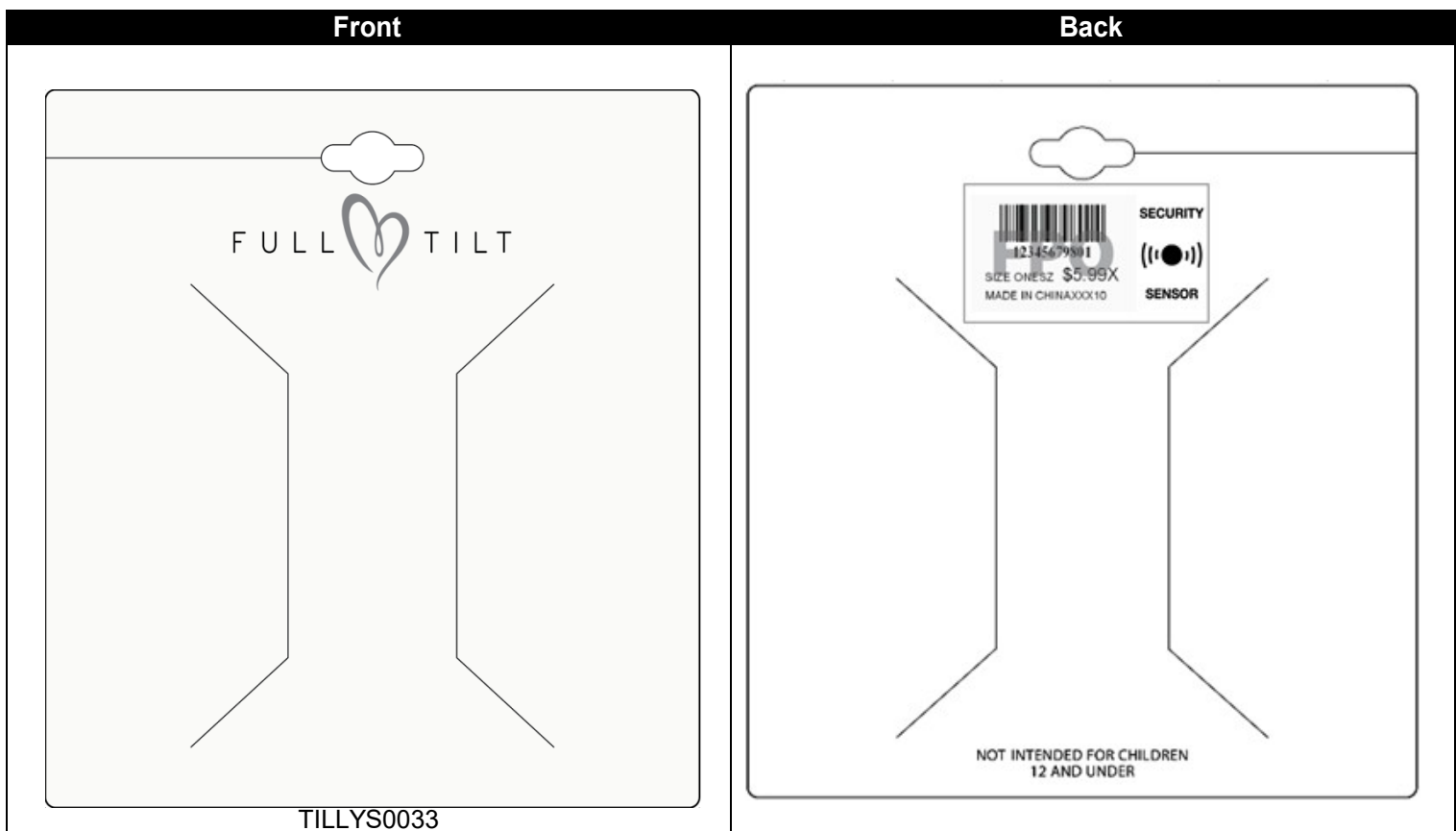
PRE-TICKET PROCEDURES: ACCESSORIES

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.



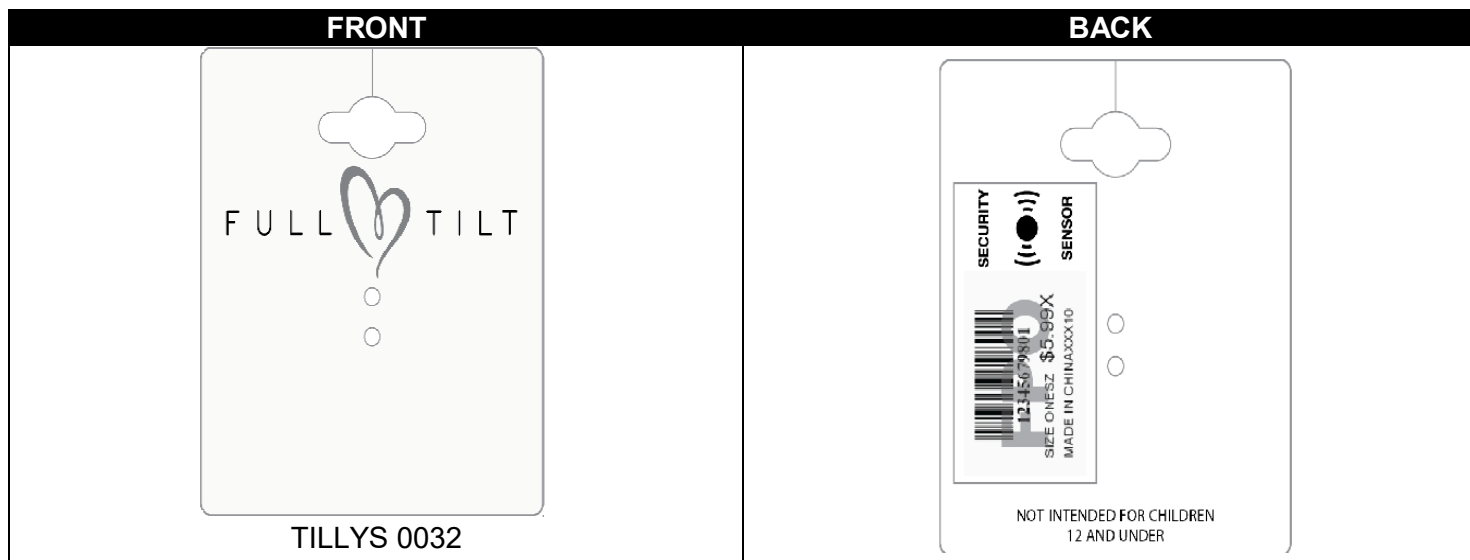
Ring Accessory Card:

- 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



PRE-TICKET PROCEDURES: ACCESSORIES

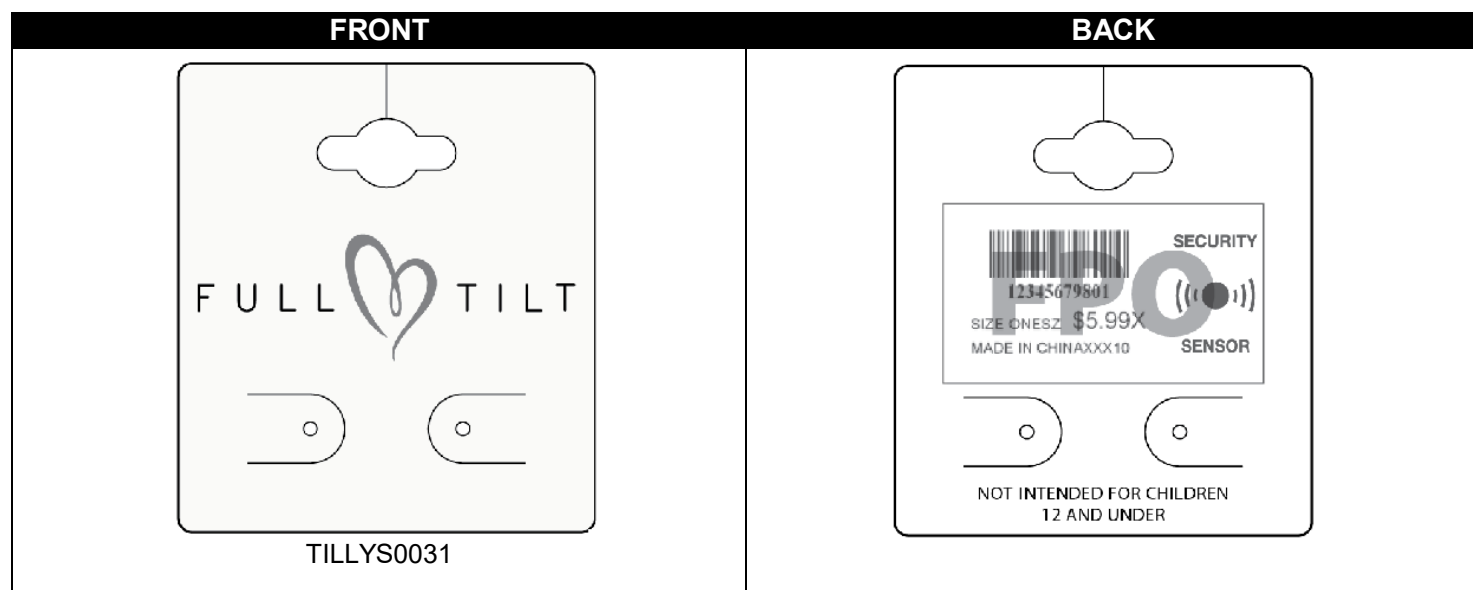
Single-Earring Accessory Card:

- 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.

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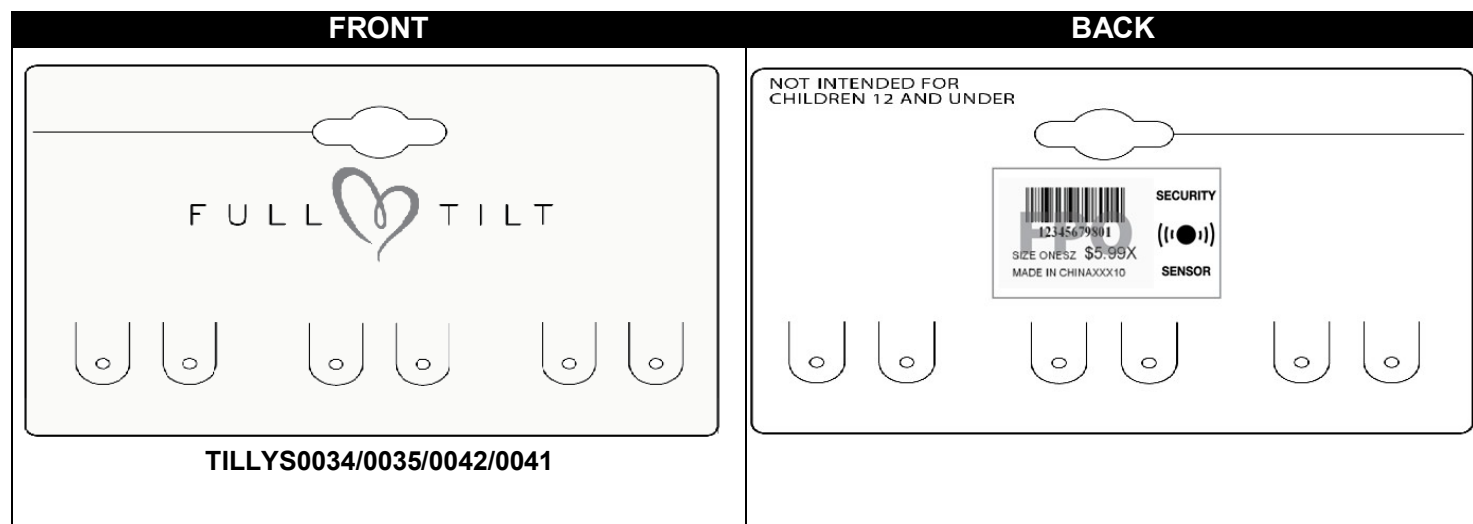


3/6/9/20-Earring Accessory Card:

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

Instructions:

- The front of the card should have the Full Tilt logo.
- 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.*
- Secure earrings with an additional rubber backing.
- Each item should be placed in an individual poly bag.



Chapter 2	Section Name:	Section #:	Page:
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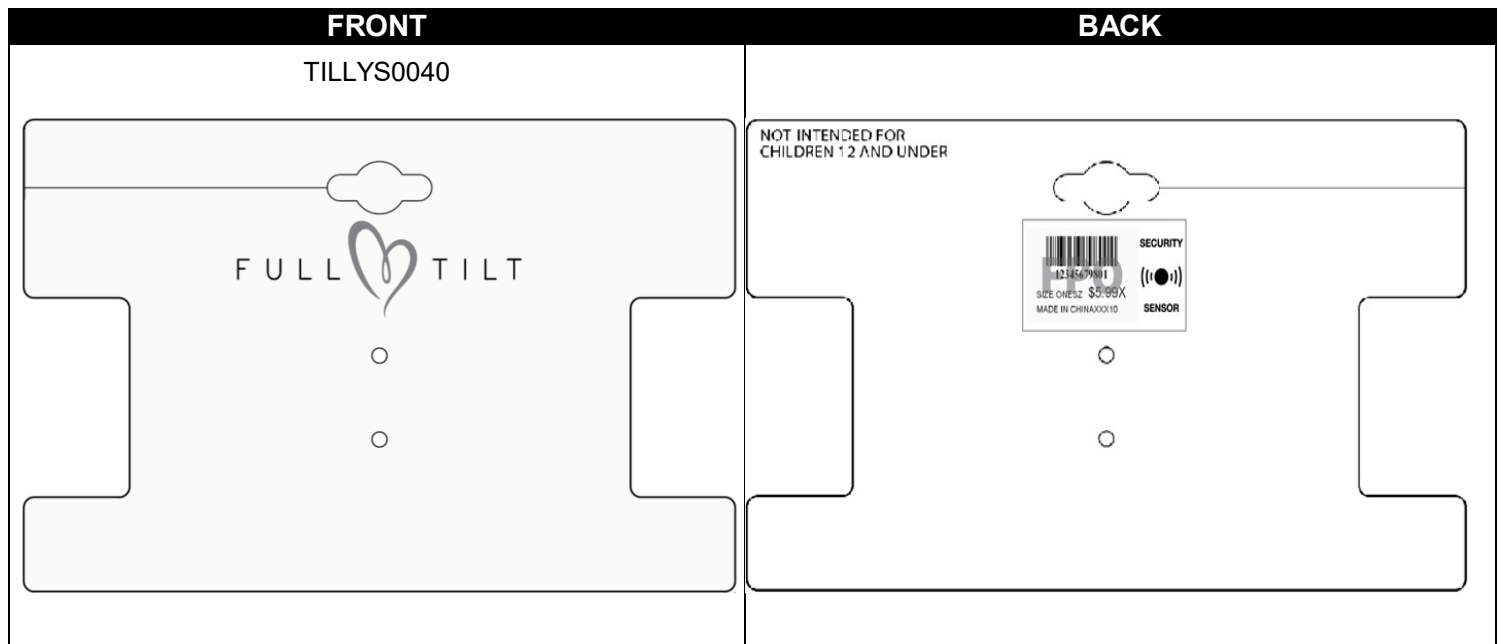
PRE-TICKET PROCEDURES: ACCESSORIES

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.



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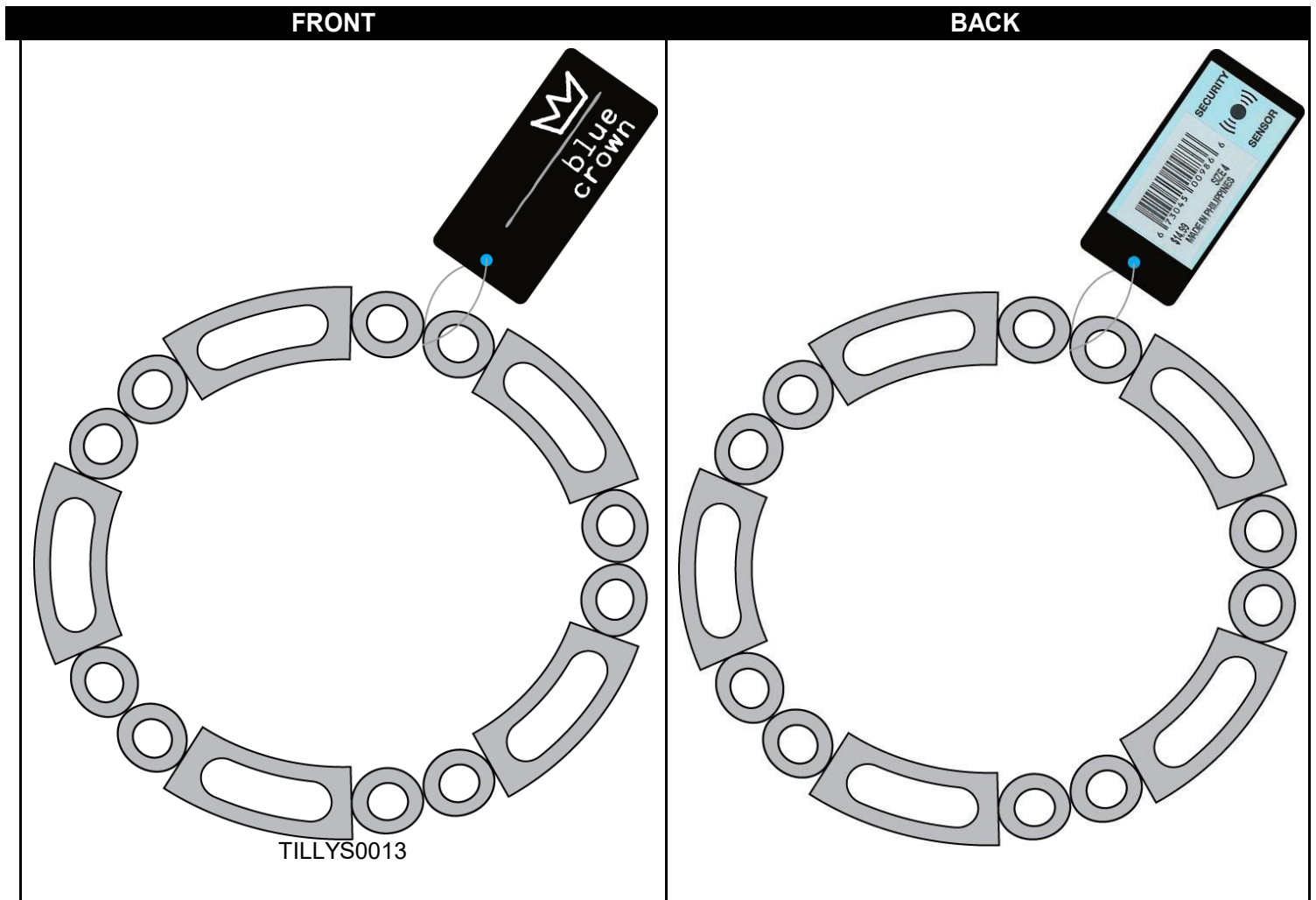
PRE-TICKET PROCEDURES: ACCESSORIES

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



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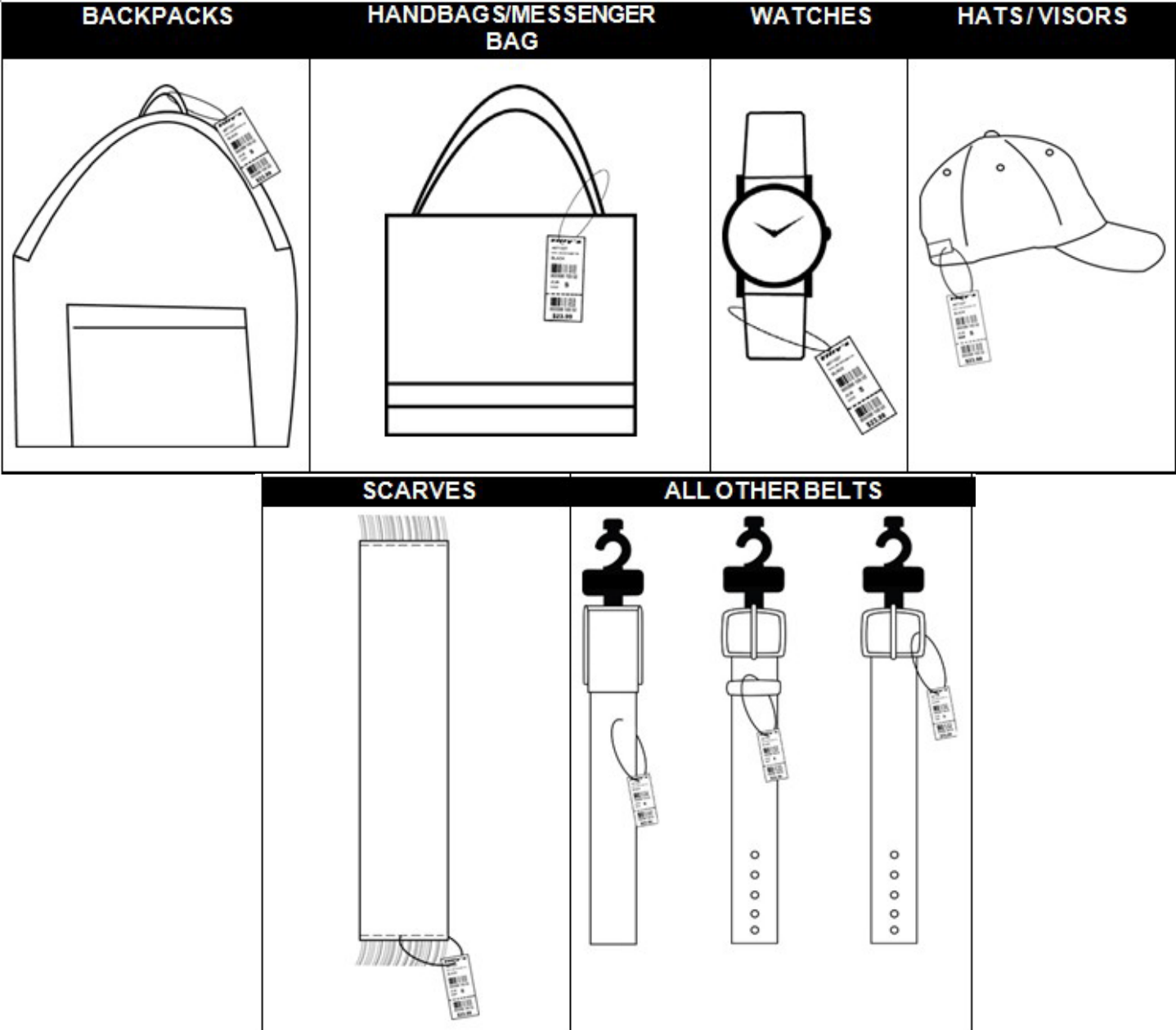
PRE-TICKET PROCEDURES: ACCESSORIES

If a Vendor's hang tag or sticker is attached to the merchandise or its packaging, any information on the tag or sticker must correlate to the actual item it is attached to (i.e., size on hang tag must match size of item). MSRPs must be removed.

Tach-its:

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

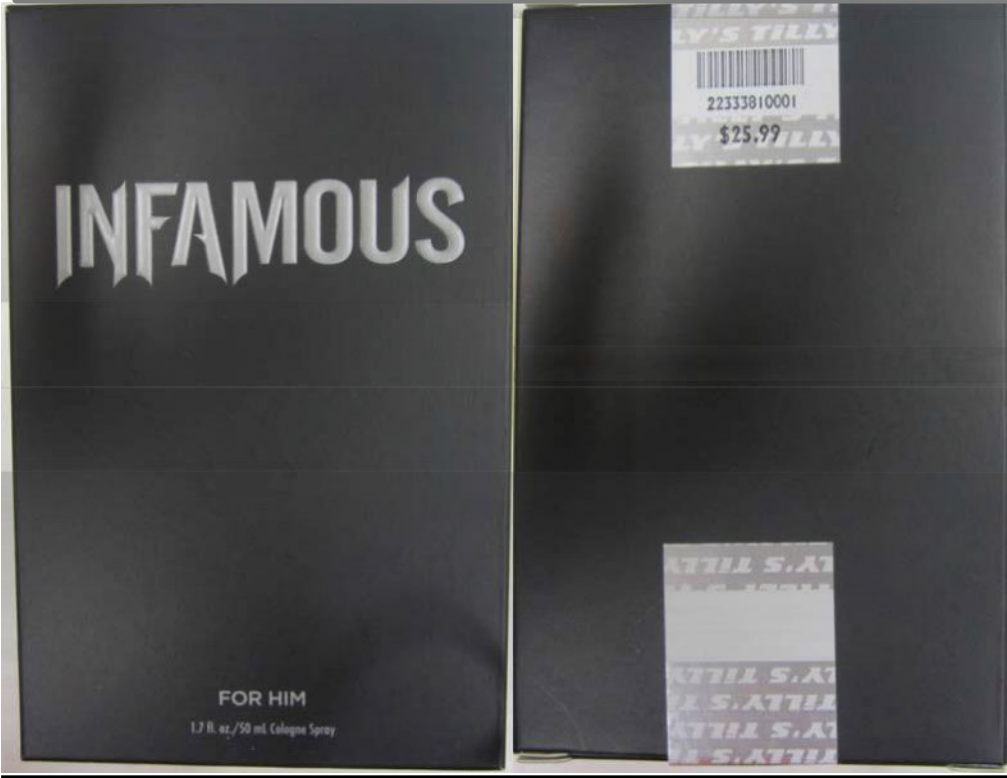
1. BACKPACKS – Around the handle located on the top of the backpack.
2. HANDBAGS – Around the right side of the handle.
3. WATCHES – Around the bottom of the watchband.
4. HATS / VISORS – Through the vendor label inside the hat.
5. SCARVES – Through the bottom (seam if applicable) of the item.
6. WEB 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.



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PRE-TICKET PROCEDURES: ACCESSORIES

FRAGRANCE



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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.

For Generic Sunglasses: 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.

For Designer Sunglasses: No polybag needed if product comes in individual package/box.
3. WALLETS – Place the Tillys Hang Price Ticket inside the wallet in the plastic identification holder.
4. TECH/HOME – For all tech, home, hydration, air fresheners, key chains, please refer to the following guidelines, and contact the appropriate Tillys Buyer for further information:3

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.

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.

For items with no packaging and no UPC code, place the **Accessory price ticket/security sensor sticker** on the bottom of the item.
5. Watches – If boxed use Ticket # 4, no polybag needed.

If packaged, use ticket # 2, no polybag needed.

Any other situation contact buyer
6. Candy/Misc Toys – If covering an existing UPC code on individual package, use Ticket # 2. Each item needs to be price ticketed prior to shipping to Tillys.

All PDQ info must be relayed to buyer at time of order for approval.

Inner Carton approval by buyer prior to shipping to Tillys. Preferred shipment is with no inner cartons, unless needed for protection of product. Must obtain buyer/Vendor Support approval for shipments coming with inner cartons.
7. Pins/Patches – All pins must be individually pre-ticketed using ticket #5

All pins must come pre-packaged in quantities of 5

Patches must be individually pre-ticketed using Ticket # 2

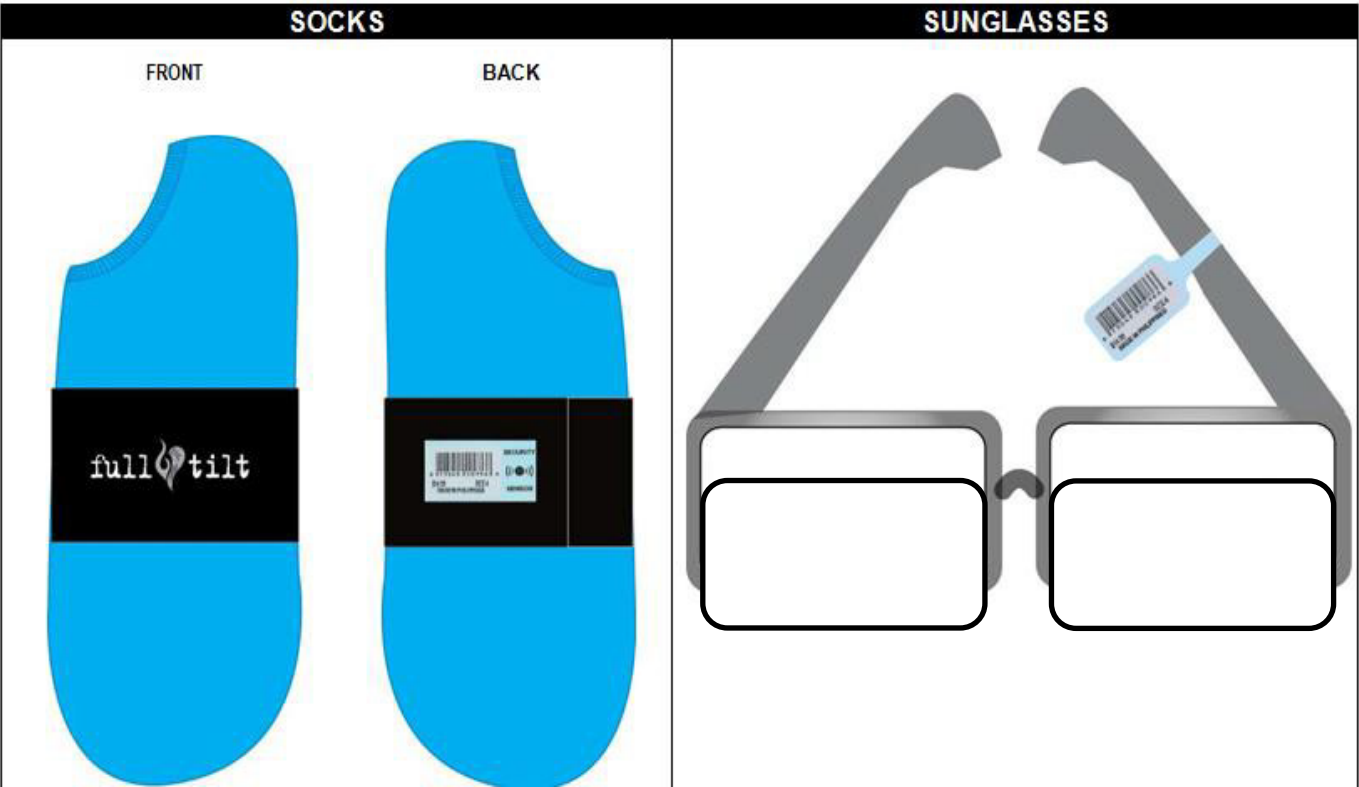
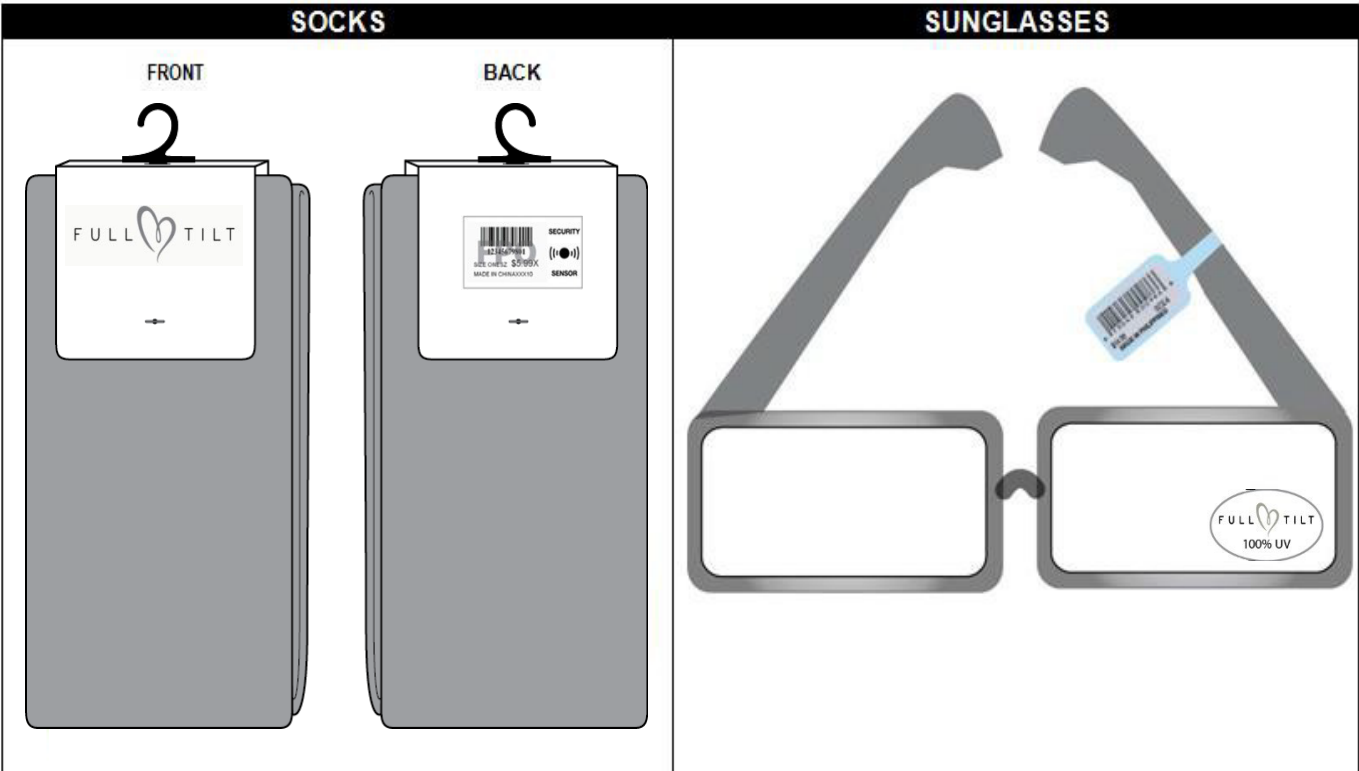
All patches must be pre-packed in quantities of 4

Any other request/needs must be approved by buyer prior to shipment

PRE-TICKET PROCEDURES: ACCESSORIES

8. Cosmetics/Beauty –

For all other accessories that are not listed in this manual, please contact the respective Tillys Buyer for proper ticket/sticker placement.



PRE-TICKET PROCEDURES: ACCESSORIES



BLUE CROWN SHOESTRING



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Ecommerce PO Requirements	Ecom PO Labeling Specifications	2.06	1 of 1

LABELING SPECIFICATIONS FOR ECOMMERCE “B” PURCHASE ORDERS

TILLYS E-COM LABEL

For purchase orders with “Pre-Labeled: Yes” in the Pre-Ticket Type field, the 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. The e-com label can be purchased through FineLine or printed by the Vendor (barcodes and labels will not be provided by Tillys).

- See Sections 2.01 and 2.04B for FineLine 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.

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

VENDOR UPC LABEL & HANG TAG

When the Vendor has their own UPC, the UPC barcode must be applied on a separate ticket or label on the side of the polybag opposite the Tillys e-com label (i.e., Tillys e-com label on the front; vendor UPC label on the back).

- Please have the proper label affixed to the outside of the polybag. If the shoe box has the Vendor UPC on it, please do not cover it with a label.
- Ensure that no other bar codes are on the same side as the e-com label (creates a scanning conflict).
- Any information on a vendor polybag label must correlate to the actual item inside the polybag.
- Any information on a vendor hang tag must correlate to the actual item the tag is attached to.
- Vendor's UPC label and/or hang tags must not contain the Vendor's MSRP.

PRINTING THE E-COM LABEL

1. To print the labels internally, 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.
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:



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.

Chapter 2	Section Name:	Section #:	Page:
Only at Tillys Tickets	Exclusive Tillys Product	2.07	1 of 2

A. Tickets

If an “Only at Tillys” 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. Unauthorized printing of “Only at Tillys” tickets is not permitted and will result in a chargeback. Please contact your Tillys Buyer if you have any questions on ticketing requirements.

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

FineLine Technologies US
 Contact: Cassie McCann and Lauren Raymond
 Phone: 800.500.8687 ext. 3223
 Fax: 678.969.9201
 Email: cmccann@finelinetech.com
lraymond@finelinetech.com

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

B. Ordering Instructions

1. All Only at Tillys tickets 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 vendor ID. This ID is your vendor #, which 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 (do not free key PO info to create OAT tickets). 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. West Coast Vendors: Vendors ordering OAT 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.

Chapter 2	Section Name:	Section #:	Page:
Only at Tillys Tickets	Exclusive Tillys Product	2.07	2 of 2

C. Ticketing Instructions

1. Only at Tillys tickets must be attached properly as directed in the section listed below.
2. The OAT ticket must be placed on top of the Tillys price ticket and attached properly as directed in the sections regarding ticket placement in the manual(sections 2.02, 2.03).



Chapter 3	Section Name:	Section #:	Page:
Packing and Shipping Procedures	Packing Procedures	3.01	1 of 4

PACKING PROCEDURES

The accurate and proper packing of merchandise is critical to the efficient processing of merchandise through the Tillys Distribution Centers. Tillys reserves the right to charge back any loss resulting from improper packaging. **Please reach out to vendorsupport@tillys.com with any questions, concerns, or if your product type has not been listed in the manual.**

All Shipments:

1. Carton Requirements:

Carton burst strength minimum 200 lbs. per sq. inch
 Preferred carton size 24" L x 16" W x 15 H.
 Minimum carton size 12" L x 10" W x 6" H. ("B" PO's do not have minimum carton restrictions)
 Maximum carton size 30" L x 24" W x 20" H.
 Minimum carton gross weight 5 lbs.
 Maximum carton gross weight 40 lbs.
 All cartons must be taped securely. Tape must be no less than 2" wide.
 Heavier cartons need to be secured with additional tape as needed.
 No Staples.
 No Straps.

2. Carton Packing Requirements:

All PO Orders:

Pack only one purchase order per carton.
 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 detail all contents within a mixed carton. (Any additional exceptions must be approved in advance).

Inner Packaging is not allowed unless it is needed to prevent product from breaking or becoming damaged in transit.

- Use of inner cartons or polybags **must** be pre-approved before shipment (send request to vendorsupport@tillys.com).

If carton contains fragile (breakable) merchandise, please add a Fragile label to the front of the carton (alongside the carton label and Packing Slip). If there is insufficient space, the Fragile label can be added to the top of the carton.

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

Only "A" POs (Retail/Store Orders):

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

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, the order must ship flat packed without hangers.

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

Chapter 3	Section Name:	Section #:	Page:
Packing and Shipping Procedures	Packing Procedures	3.01	2 of 4

PACKING PROCEDURES

Only “A” POs (Retail/Store Orders) continued):

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 (unless order specifies pre-hang requirement)
- Non-boxed Shoes
- Handbags, Belts, Lanyards and Leather/PU Wallets
- Lingerie
- Candles
- Liquids/Make-up
- Hydration, Glass and Ceramic's
- Facemasks

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 if a pre-pack quantity greater than 1 is specified on the Purchase Order. Pre-pack increments are specified as the “Pack Qty” on the Purchase Order.

- Pre-packs are not to be placed into additional inner cartons unless use of the cartons has been approved to protect the merchandise.
- Stickers are permitted to be case packed without reference on Purchase Order.

If import shipping requirements dictate the necessity for poly-bagging to protect the merchandise, please place all units for that carton into one master polybag. Packing in additional polybags is not permitted.

Only “B” PO’s (E-Com Orders):

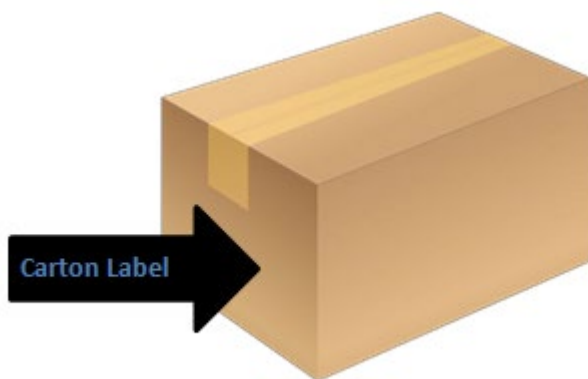
Do not sensor, apply hangers, or add Tillys price tickets to Ecommerce merchandise.

All items must contain both a vendor UPC and a Tillys UPC (see section 2.06 for instructions).

Merchandise for Ecommerce must be packed in eaches, not prepacks. All items must be packaged for the end customer, (1) item per polybag. See section 3.03 for Polybag Requirement guidelines.

3. Carton Label Requirements All PO’s:

A 4” x 6” (L x H) carton label must be affixed to the front of each carton.



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Packing and Shipping Procedures	Packing Procedures	3.01	3 of 4

PACKING PROCEDURES

Carton Label Requirements (continued)

Label must include the following information:

- PO Number (must include the "A" or "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)
 - Do not combine POs for the carton count. Carton count on this label must only reflect the count for the PO# on the label.
- Only one "Ship To" and "Shipped From" address may appear on the outside of the carton(s).

4. Packing Slip Requirements:

All shipments require a Packing Slip and the Packing Slip must contain the following information:

- PO Number (**must** include the "A" or "B" at the end of the numeric PO#)
- Total unit quantities listed per Style/Color/Size (all fields required)
- Total Unit Quantity for the PO
- Box Count

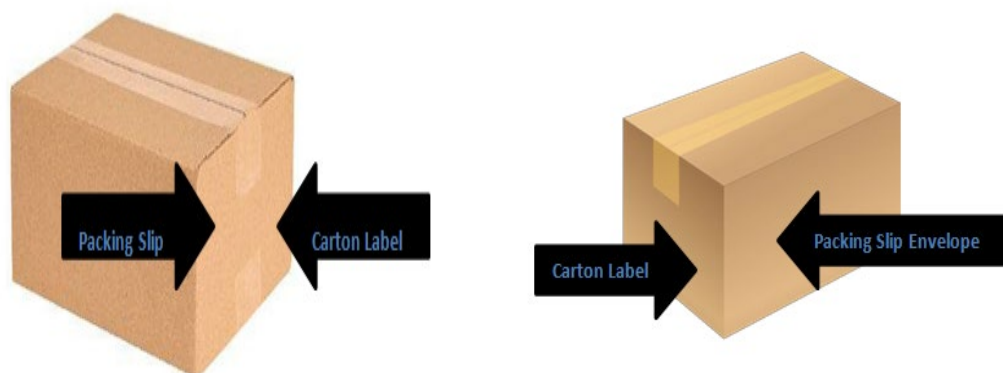
Only one Purchase Order number per Packing Slip is acceptable. Do not combine multiple purchase orders on the same Packing Slip.

Place the detailed Packing Slip in a "Packing List Enclosed" or "Packing Slip Enclosed" envelope. **Do not place the Packing Slip inside or on the top flap of any of the cartons.**



The envelope with the Packing Slip enclosed must be placed on the outside of the lead carton (carton #1), to the left of the carton label. For "B" PO's if shipping in cartons with a width less than 10", the Packing Slip envelope may be placed on the right adjacent side to the carton label.

Packing Slip cannot be used as a Carton Label



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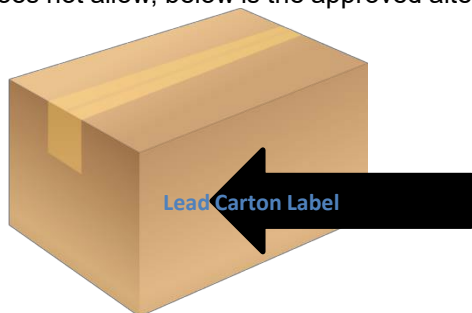
PACKING PROCEDURES

Packing slip Requirements Continued

If any carton other than #1 is considered the lead carton, the Packing Slip may only be attached to that carton if the carton designated as lead is labeled as such:



If space allows, the Lead Carton label must be affixed to the same side of the carton as the carton label and Packing Slip. If space does not allow, below is the approved alternative placement:



A copy of the Packing Slip **must** also be attached to the bill of lading (when the BOL is required).

All POs must ship within cartons. It is unacceptable to ship a PO, or any part of a PO, in an envelope or any other packaging besides an actual carton.

Chapter 3	Section Name:	Section #:	Page:
Packing and Shipping Procedures	Pre-hanging Procedures	3.02	1 of 4

PRE-HANGING PROCEDURES A PO's Only

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. Top Hanger
 - b. Rubber Grip Top Hanger
 - c. Bottom Hanger
 - d. Swim Hanger
 - e. Bat Hanger
2. Quantity requested in cases (100 ea.).
3. Contact Name and Address
4. PO # and Ship Window.

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 five types of hangers: the top hanger, the rubber grip top hanger, the bottom (clip) hanger, the swim hanger, and the bat hanger. If an order is to be pre-hung, the buyer will indicate on the purchase order which hanger type is required. Please contact your Tillys buyer directly with any questions or concerns. Please refer to the following hanging procedures per hanger type. Please note: only "A" (store) purchase orders should be pre-hung.

Chapter 3	Section Name:	Section #:	Page:
Packing and Shipping Procedures	Pre-hanging Procedures	3.02	2 of 4

Hanger	Used For	Examples
 Top Hanger	- All Tops - Select Women's Swim Tops - Select Girls Swim Tops Available with and without rubber grips	 Men's Top  Women's Top  Swim Top
 Bottom Hanger	- Men's Pants - Select Men's Shorts - Women's Bottoms - Strapless Women's Tops - NOTE: Men's & Women's Bottoms are hung flat.	 Men's Bottoms  Women's Bottoms  Women's Top
 Swim Hanger	- Select Women's Swim Tops - Select Girls Swim Tops - All Swim Bottoms	 Swim Top  Swim Bottoms

Chapter 3	Section Name:	Section #:	Page:
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Hanger	Used For	Examples
 Bat Hanger	- Select Men's Shorts - Men's & Boys Swim - Boys Bottoms - Girls Bottoms	 Men's Shorts  Boys Shorts  Girls Bottoms NOTE: Men's Bottoms are hung folded, while Boys & Girls Bottoms are hung flat.

Top Hangers/Rubber Grip Top Hangers

- All Men's, Women's, Boys and Girls Tops are hung on top hangers, with the exception of select Woman's Tops and Dresses.
- Select Swim Tops styles are hung on top hangers, and will need straps and ties to be knotted in the back to prevent hanging.
- All garments with "closed" necklines and tank styles should be hung without grips attached. Do not cross hanger tape straps if provided.
- All garments with "wide" necklines should be hung with grips attached, crossing the hanger tape straps if provided. PO will indicate that rubber grip top hangers must be used.
- All sweaters should be hung on rubber grip top hangers.
- 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.
- Please refer to the photos above for visual assistance.

Bottom (Clip) Hangers

- All Men's Pants, Select Men's Shorts, Women's Bottoms, and Women's Tube Tops/Strapless Dresses are hung on clip hangers.
- 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.
- Special instructions for Dickies:** All Men's and Boys Dickies brand Pants and Shorts, that are processed "hang", are hung on clip hangers with the fly folded inward 2 to 4 inches.
- Please refer to the photos above for visual assistance.

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Swim Hangers

- Select Women's Swim Tops and all Women's and Girls Swimwear bottoms are hung on Swim Hangers.
 - Swim Hangers have no teeth on the clips to avoid damaging swim fabrics.
- 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.
- Swim Tops that are hung using Swim Hangers, will need straps and ties to be knotted in the back to prevent hanging.
- Please refer to the photos above for visual assistance.

Bat Hangers

- Select Men's Shorts (except Dickies brand), Men's Swim, Boys Shorts (except Dickies brand), Boys Pants (except Dickies brand), Boys Swim and Girls Bottoms are hung on bat hangers.
- Boys Pants (except Dickies brand), Boys Shorts and all Girls 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.
- Select Men's Shorts should be hung on bat hangers with the fly folded inward 2 to 4 inches.
- Please refer to the photos above for visual assistance.

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Ecommerce PO Requirements	Ecom PO Polybag Requirements	3.03	1 of 1

POLYBAG REQUIREMENTS FOR ECOMMERCE “B” PURCHASE ORDERS

For purchase orders with “Pre-Bagged: Yes” in the Pre-Ticket Type field:

- Merchandise must be individually poly-bagged, excluding boxed shoes, sunglasses and watches (no pre-packs).
- Units sold as sets using one style number must be packed together in the same polybag.
- There should be no more than one inch of space allowed between the edge of item and the polybag.
- Polybag must be constructed of biaxially oriented plastic film, preferably low density polyethylene (LDPE).
- Polybags must be a minimum of 1.5 mil (.0038mm) thick.
- Polybags must be free of Butylated Hydrozyl Toluene (BHT) which can cause discoloration in garments.
- 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).
- 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).
- Polybags that have openings 5” or greater in diameter 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:

• Total Length and Width of Bag Combined	• Minimum Type Size
• Less than 25 inches	• 10 point
• 25 to 39 inches	• 14 point
• 40 to 59 inches	• 18 point
• 60 inches or more	• 24 point

- This warning should be repeated at 18-inch intervals for bags whose length and width are more than 40 inches.
- Do not place the e-com label or any other labels/stickers over the warning.
- 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.
- 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.

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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 must be requested at least 48 hours (2 business days) prior to desired delivery.
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 48 hours (2 business days) 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. 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.
8. 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 needs to reflect these changes.
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. Packing Slip must indicate the units per style/color/size, total quantity, and box count.
11. Place Packing Slip in an envelope marked "Packing Slip Enclosed" and affix to the outside of the lead carton or carton number one of the related shipment. Packing Slip must also be attached to the BOL.
12. Do not attach or include the invoice with the shipment.
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.

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SHIPPING 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, total cubic feet, class code, and date of pickup.
4. "A" and "B" PO's must have separate BOL's as they are separate "Ship To" addresses (see section 3.04 page 1).
5. Multiple purchase orders shipping to Tillys on the same day must be combined on one bill of lading.
6. A copy of the Packing Slip must be attached to the bill of lading.

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SHIPPING GUIDELINES

LTL (Less Than Truckload) Carton Shipments

1. LTL shipments must be palletized.
2. Standard pallet size should be used (40" x 48").
3. Do not stack pallets higher than 7'.
4. Carton(s) must be grouped by purchase order number and the outside of the carton(s) must be marked according to specifications in Section 3.01.
5. PO's must be complete on the pallet, not separated on multiple pallets unless it's a large PO.
6. 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.
7. Do not double stack pallets.
8. All cartons on the pallet must be plainly visible to allow for accurate carton count.
9. Stack the heaviest weight cartons on the bottom row.
10. Pallets must be stacked with carton labels facing the outside of the pallet.
11. A Packing Slip per purchase order must be on the outside of the lead carton or carton number one of each individual shipment. The lead carton must be placed at the top of the pallet with the Packing Slip facing the outside of the pallet.
12. Packing Slip must also be attached to the BOL.
13. Carton count must be marked on each pallet.
14. Each pallet must be marked (i.e., 1 of 4, 2 of 4, etc.).
15. Pallet should be shrink wrapped after cartons are loaded and a sticker placed on the shrink wrap that reads "Do Not Break Pallet Apart."
16. Tillys requires its carriers to sign for cartons. If a carrier is unable to confirm the number of cartons tendered for any reason (i.e., due to carton stacking method or lack of visibility for shrink wrapped pallets), shipper must either resolve the conditions that prevent the carrier from an accurate count or accept responsibility for any shortages upon delivery to Tillys.

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ROUTING GUIDE

TILLYS TRANSPORTATION SERVICE (TTS) CONTACT INFO:

Email receiving@tillys.com or

Call 949-860-5445 between 8:00 AM – 4:00 PM PST, Mon. – Fri.

For all shipments:

1. All requests for routing need to be made a minimum of 48 hours (2 business days) in advance of desired pickup.
2. No Same day deliveries will be scheduled. (See Routing Chart below for transit times).
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 per Ship to address for the total shipment weight. A and B PO's have two different shipping addresses and weights should not be combined.
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. It is the vendor's responsibility to put the correct weight, total cubic feet, and class code on the BOL. All correction fees are the responsibility of the vendor.
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 are no freight allowances for duties, taxes, residential or inside pickups, lift gate –ground pickups, customs and other fees.
9. There is no reimbursement for invoiced freight charges.
10. When shipping collect via FedEx 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.

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For shipments from the counties listed below or shipments 10 pallets or more, please contact Tillys for Routing:

Primary contact: E-mail: receiving@tillys.com

Secondary contact: Phone: (949) 860-5445

Hours: 8:00AM - 4:00PM PST, Mon.-Fri.

County	Carrier
Los Angeles County Orange County San Bernardino County Riverside County San Diego County Ventura County Transit Time: 1-2 Business Days	Contact Tillys Scheduling by emailing receiving@tillys.com

For shipments not specified in above section:

Appointments must be made directly with the shipping company.

Tillys' Preferred Common Carriers:

Shipment From	Shipment weighing 300 lbs. or more OR 8 pallets or less	Shipment weighing 299 lbs. or less
Alameda County Kern County Sacramento County Santa Barbara County Santa Clara County Tulare County California (North of Monterey) Arizona Nevada – Las Vegas/Henderson	Fedex Freight Phone: 1.800.GoFedEx (1.800.463.3339) Hours: 24 hours a day Website: https://www.fedex.com/en-us/shipping/freight.html Transit Time: https://www.fedexfreight.fedex.com/servicemaps.jsp	FedEx Ground Please mark freight collect. Contact Tillys Scheduling by first emailing receiving@tillys.com or second by calling 949-860-5445 to receive the FedEx account number to use. Transit Time: 5-8 Business Days
AL MD OR CO MA PA CT MI RI DE MN SC FL MO TN NV GA (Reno) TX IL NH UT IN NY WA IA NJ WV KS NC WI KY OH WY LA OK		

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GUIDE

Tillys' Preferred Common Carriers (continued):

Shipment From	Shipment weighing 300 lbs. or more	Shipment weighing 299 lbs. or less
Canada	CSA Transportation 13950 Mica St., Santa Fe Springs, CA 90670 Phone: (800) 387-5131 Fax: (416) 292-5217 Hours: 8:00AM - 5:00PM PST, Mon.-Fri. Transit Time: 7 days (Includes Weekends)	Same as shipments weighing 300 lbs. or more.

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Quality Auditing Guidelines	Quality Auditing Guidelines	4.01	1 of 1

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 1/2" for measurements with a 1" grade, and 1/4" for measurements with a 1/2" grade. For Boys' and Girls' product, tolerance is 3/8" for measurements with a 1" grade, and 1/4" for measurements with a 1/2" 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.

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Quality Auditing Guidelines	T.O.P. Approval Request	4.02	1 of 1

T.O.P. Approval Request

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

NOT Approved

Comments:

Buyer's Signature

Date

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Vendor Returns	Vendor Returns	5.01	1 of 1

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 any inbound and outbound freight charges, plus a handling fee for all merchandise that the Vendor requests returned to their facility. Handling fees will range from \$.05-.30 per unit or a \$25 minimum, depending on the amount of additional processing Tillys warehouses complete before it is determined that a return is required. 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.

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CHARGEBACK POLICY

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 purpose of the chargeback policy is not to create revenue for the company, but to recoup expenses incurred for correcting vendor errors.

Each PO shipped in error will be assessed a \$25 service fee, plus the charge in the below schedule for each violation. If multiple shipments are made against a PO, fees will be assessed for each error shipment. These charges are in addition to any other applicable charges specified in the Shipping, Routing, and Vendor Returns sections of this manual.

VIOLATION	CHARGE	CAN APPLY TO
PAPERWORK AND DELIVERY VIOLATIONS		
Missing Packing Slip or Packing Slip Incorrect/Missing Required Information	\$150.00 per Occurrence	All POs
Incorrectly Placed Packing Slip	\$50.00 per Occurrence	All POs
Missing BOL or Missing/Incorrect PO on BOL	\$100.00 per Occurrence	All POs
Shipped to Incorrect DC	\$50.00 per Occurrence	All POs
Delivery Appointment Not Scheduled	\$50.00 per Occurrence	All POs
CARTON LABEL VIOLATIONS		
No PO# on Carton Label	\$2.00 per Carton	All POs
Incorrect PO# on Carton Label or Carton Markings	\$2.00 per Carton	All POs
No Carton Count on Carton Label	\$1.00 per Carton	All POs
No Style/Color/Size Listed on Carton Label	\$1.00 per Carton	All POs
Incorrect Style/Color/Size Listed on Carton Label or Carton Markings	\$1.00 per Carton	All POs
No Quantity Listed on Carton Label	\$.03 per Unit	All POs
Incorrect Quantity Listed on Carton Label or Carton Markings	\$.03 per Unit	All POs
CARTON VIOLATIONS		
Carton Burst Strength	\$1.50 per Carton	All POs
Carton Over Maximum Dimensions	\$1.50 per Carton	All POs
Carton Under Minimum Dimensions	\$1.00 per Carton	"A" POs
Carton Over Maximum Weight	\$1.00 per Carton	All POs
Carton Under Minimum Weight	\$1.00 per Carton	"A" POs
Stapled Carton	\$1.00 per Carton	All POs
Straps on Carton	\$1.00 per Carton	All POs
Carton Not Securely Taped	\$.50 per Carton	All POs
PACKING / CARTON CONTENT VIOLATIONS		
Multiple POs in Carton	\$2.00 per Carton for Additional PO(s)	All POs
Inner Cartons or Inner Polybags	\$.20 per Unit	All POs
Individual Polybags (Retail "A" POs)	\$.10 per Unit	"A" POs
Not Individually Polybagged (E-Com "B" POs)	\$.25 per Unit	"B" POs
Unapproved Mixed Cartons (Not Packed Solid) or Mixed Carton Guidelines Not Followed	\$.10 per Unit	All POs
Folded in Bundles (Printer Folds)	\$.05 per Unit	All POs
Incorrect Item in Carton (Different from Content Specified on Carton Label)	\$.05 per Unit	All POs

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CHARGEBACK POLICY (continued)

VIOLATION	CHARGE	CAN APPLY TO
HANGER VIOLATIONS		
Merchandise on Incorrect Hangers	\$.20 per Unit	"A" POs
Unrequested Hanging of Merchandise	\$.10 per Unit	All POs
Merchandise Not Pre-Hung or Missing Required Hangers	\$.10 per Unit	All POs
PRE-TICKETING / PRE-LABELING VIOLATIONS		
RETAIL "A" POs		
Incorrect Tillys Price Ticket/Sticker	\$.20 per Unit	"A" POs
Incorrect Placement of Tillys Price Ticket/Sticker	\$.20 per Unit	"A" POs
Pre-Ticket Required and Missing	\$.15 per Unit	"A" POs
Incorrect Vendor Tag/Sticker	\$.10 per Unit	"A" POs
E-COM "B" POs		
Pre-Label Required and Missing (Tilys E-Com Label)	\$.10 per Unit	"B" POs
Incorrect Tilys E-Com Label or Incorrect Content on Label	\$.10 per Unit	"B" POs
Incorrect Placement of Tilys E-Com Label	\$.10 per Unit	"B" POs
Incorrect Vendor Polybag Label/Hang Tag	\$.10 per Unit	"B" POs
OTHER E-COM POLYBAG VIOLATIONS		
Missing or Incorrect Warning on Polybag	\$.25 per Unit	"B" POs
Polybag Not Sealed	\$.20 per Unit	"B" POs

Any questions or concerns pertaining to the issuance of a chargeback for the violations listed in this chapter should be directed to vendorsupport@tillys.com.

If additional information and/or documentation are necessary to address and correct a violation, please include the following with your request:

- Vendor # (located on the Tilys purchase order)
- Name of violation
- At least one PO#

To dispute a chargeback, please include the following with your request for reversal:

- Vendor # (located on the Tilys purchase order)
- PO#
- Ship date
- Name of violation
- Any information supporting the claim

E-mails regarding chargebacks will be acknowledged within 2 business days, but it may take up to 5 business days to research and/or provide any requested documentation. All chargeback inquiries and disputes must be made within 4 months of shipment.