



appendix



import vendor manual **2.7**

Big Lots Import Vendor Manual 2.7 APPENDIX – Table of Contents

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Exhibit I Carton Markings

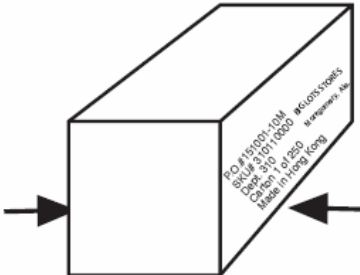
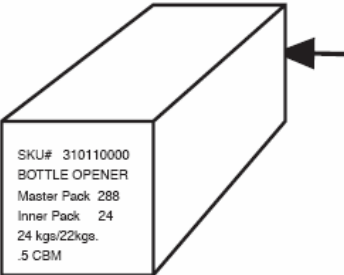
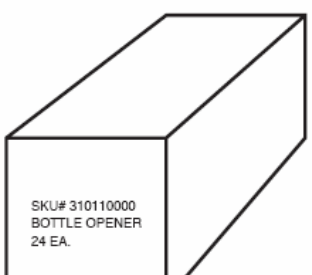
SHIPPING MARKS

CSC DISTRIBUTION, INC. - MONTGOMERY DC# 870

In order to avoid confusion and eliminate mistakes careful attention must be given to all carton markings. The following illustrates proper carton markings.

CARTON MARKINGS MUST BE IN **BLACK!!!!**

THE DEPARTMENT NUMBER IS THE DEPARTMENT NUMBER ON THE COMPUTER GENERATED PURCHASE ORDER.

Side Mark (both sides)	End Mark (both ends)	Inner Pack Mark (one end)
<p>CSC DISTRIBUTION</p> <p>Montgomery, AL. PO# SKU# Dept # Carton ____ of ____ Country of Origin</p>	<p>SKU# Description Master Pack Inner Pack GW/NW (kgs.) Cube</p>	<p>SKU# Description Pack</p>
 <p>Both Sides</p>	 <p>Both Ends</p>	 <p>One End Only</p>

DO NOT MIX DCs ON A CONTAINER

Exhibit I Carton Markings

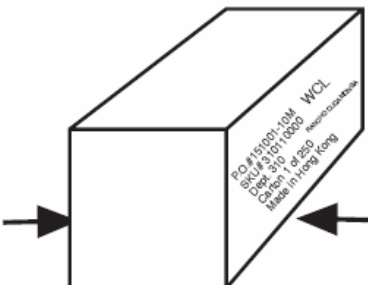
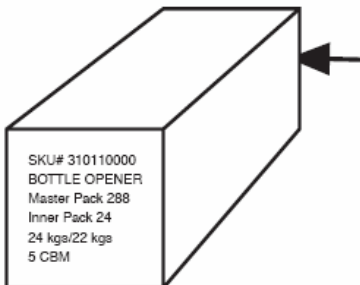
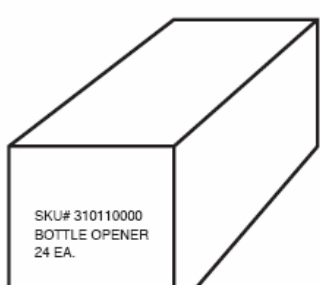
SHIPPING MARKS

WEST COAST LIQUIDATORS, INC. - RANCHO CUCAMONGA DC#873

In order to avoid confusion and eliminate mistakes careful attention must be given to all carton markings. The following illustrates proper carton markings.

CARTON MARKINGS MUST BE IN **BLACK!!!!**

THE DEPARTMENT NUMBER IS THE DEPARTMENT NUMBER ON THE COMPUTER GENERATED PURCHASE ORDER.

Side Mark (both sides)	End Mark (both ends)	Inner Pack Mark (one end)
<p>WCL</p> <p>RANCHO CUCAMONGA</p> <p>PO#</p> <p>SKU#</p> <p>Dept#</p> <p>Carton ____ of ____</p> <p>Country of Origin</p>	<p>SKU#</p> <p>Description</p> <p>Master Pack</p> <p>Inner Pack</p> <p>GW/NW (kgs.)</p> <p>Cube</p>	<p>SKU#</p> <p>Description</p> <p>Pack</p>
 <p>Both Sides</p>	 <p>Both Ends</p>	 <p>One End Only</p>

DO NOT MIX DCs ON A CONTAINER

Exhibit I Carton Markings

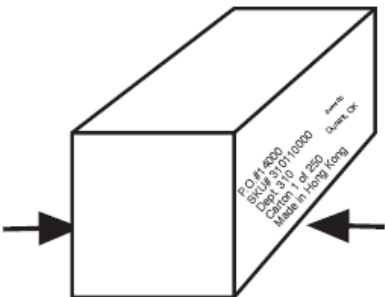
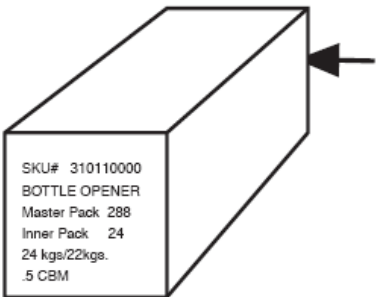
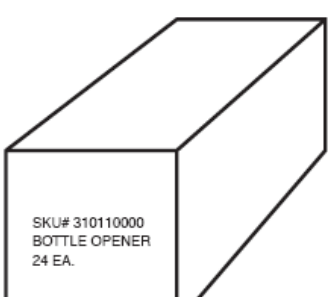
SHIPPING MARKS

DURANT DC, LLC - DURANT DC# 879

In order to avoid confusion and eliminate mistakes careful attention must be given to all carton markings. The following illustrates proper carton markings.

CARTON MARKINGS MUST BE IN **BLACK!!!!**

THE DEPARTMENT NUMBER IS THE DEPARTMENT NUMBER ON THE COMPUTER GENERATED PURCHASE ORDER.

Side Mark (both sides)	End Mark (both ends)	Inner Pack Mark (one end)
<p>DURANT DC</p> <p>Durant, OK PO# SKU# Dept # Carton _____ of _____ Country of Origin</p>	<p>Sku # Description Master Pack Inner Pack GW/NW (kgs.) Cube</p>	<p>Sku# Description Pack</p>
 <p>Both Sides</p>	 <p>Both Ends</p>	 <p>One End Only</p>

DO NOT MIX DCs ON A CONTAINER

Exhibit I Carton Markings

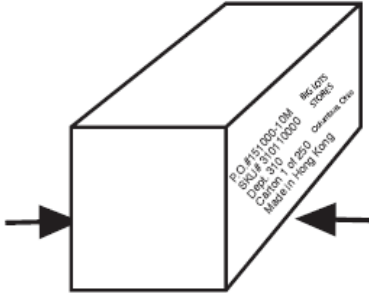
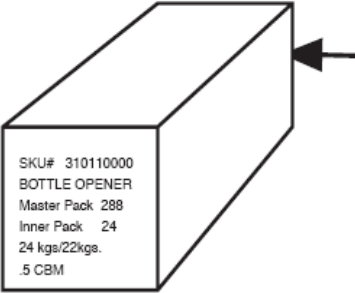
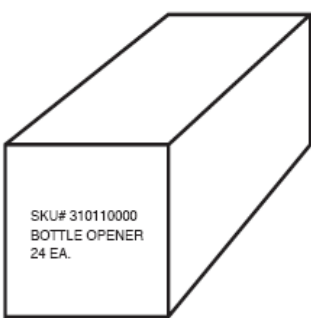
SHIPPING MARKS

BIG LOTS STORES, INC. - COLUMBUS DC# 890

In order to avoid confusion and eliminate mistakes careful attention must be given to all carton markings. The following illustrates proper carton markings.

CARTON MARKINGS MUST BE IN **BLACK!!!!**

THE DEPARTMENT NUMBER IS THE DEPARTMENT NUMBER ON THE COMPUTER GENERATED PURCHASE ORDER.

Side Mark (both sides)	End Mark (both ends)	Inner Pack Mark (one end)
<p>BIG LOTS STORES</p> <p>Columbus, Ohio PO# SKU# Dept # Carton _____ of _____ Country of Origin</p>	<p>SKU# Description Master Pack Inner Pack GW/NW (kgs.) Cube</p>	<p>SKU# Description Pack</p>
 <p>Both Sides</p>	 <p>Both Ends</p>	 <p>One End Only</p>

DO NOT MIX DCs ON A CONTAINER

Exhibit I Carton Markings

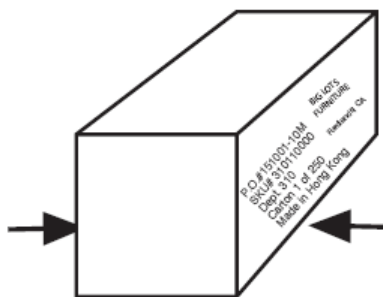
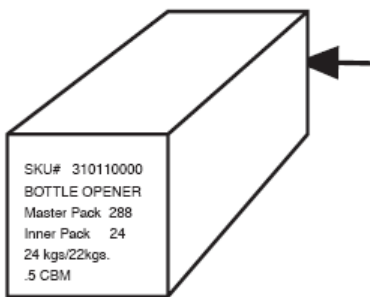
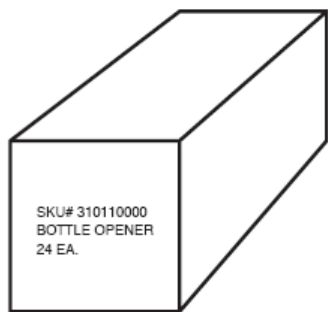
SHIPPING MARKS

BIG LOTS FURNITURE - REDLANDS DC# 893

In order to avoid confusion and eliminate mistakes careful attention must be given to all carton markings. The following illustrates proper carton markings.

CARTON MARKINGS MUST BE IN **BLACK!!!!**

THE DEPARTMENT NUMBER IS THE DEPARTMENT NUMBER ON THE COMPUTER GENERATED PURCHASE ORDER.

Side Mark (both sides)	End Mark (both ends)	Inner Pack Mark (one end)
<p>BIG LOTS FURNITURE</p> <p>Redlands, CA PO# SKU# Dept # Carton _____ of _____ Country of Origin</p>	<p>SKU# Description Master Pack Inner Pack GW/NW (kgs.) Cube</p>	<p>SKU# Description Pack</p>
 <p>Both Sides</p>	 <p>Both Ends</p>	 <p>One End Only</p>

DO NOT MIX DCs ON A CONTAINER

Exhibit I Carton Markings

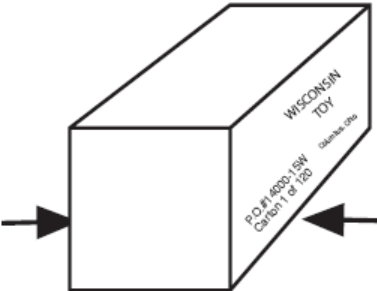
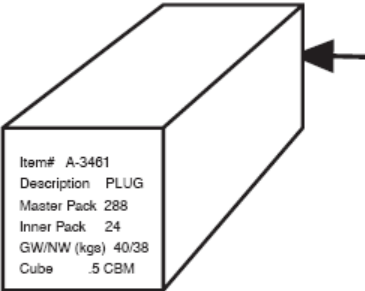
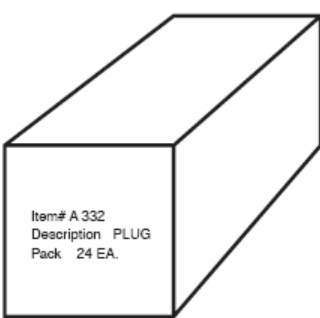
SHIPPING MARKS

WISCONSIN TOY - COLUMBUS DC# 964

In order to avoid confusion and eliminate mistakes careful attention must be given to all carton markings. The following illustrates proper carton markings.

CARTON MARKINGS MUST BE IN **BLACK!!!!**

THE DEPARTMENT NUMBER IS THE DEPARTMENT NUMBER ON THE COMPUTER GENERATED PURCHASE ORDER.

Side Mark (both sides)	End Mark (both ends)	Inner Pack Mark (one end)
<p>WISCONSIN TOY</p> <p>Columbus, Ohio PO# Carton ____ of ____ Country of Origin</p>	<p>Item# Description Master Pack Inner Pack GW/NW (kgs.) Cube</p>	<p>Item# Description Pack</p>
 <p>Both Sides</p>	 <p>Both Ends</p>	 <p>One End Only</p>

DO NOT MIX DCs ON A CONTAINER

Exhibit I Carton Markings

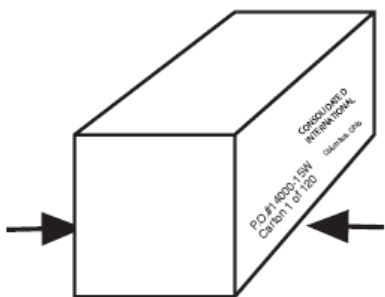
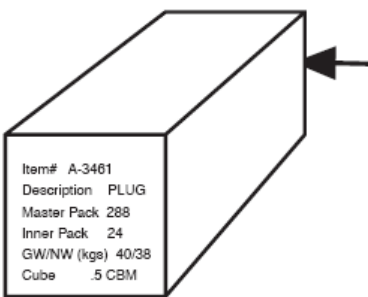
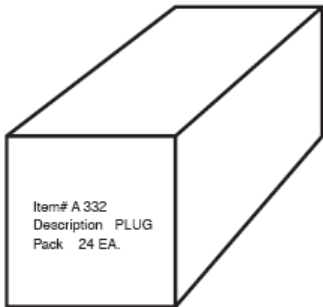
SHIPPING MARKS

CONSOLIDATED INTERNATIONAL - COLUMBUS DC #975

In order to avoid confusion and eliminate mistakes careful attention must be given to all carton markings. The following illustrates proper carton markings.

CARTON MARKINGS MUST BE IN **BLACK!!!!**

THE DEPARTMENT NUMBER IS THE DEPARTMENT NUMBER ON THE COMPUTER GENERATED PURCHASE ORDER.

Side Mark (both sides)	End Mark (both ends)	Inner Pack Mark (one end)
<p>CONSOLIDATED INTERNATIONAL</p> <p>Columbus, Ohio PO# Carton ____ of ____ Country of Origin</p>	<p>Item# Description Master Pack Inner Pack GW/NW (kgs.) Cube</p>	<p>Item# Description Pack</p>
 <p>Both Sides</p>	 <p>Both Ends</p>	 <p>One End Only</p>

DO NOT MIX DCs ON A CONTAINER

Exhibit I Carton Markings

SHIPPING MARKS

CLOSEOUT DISTRIBUTION, INC. - TREMONT DC# 874

In order to avoid confusion and eliminate mistakes careful attention must be given to all carton markings. The following illustrates proper carton markings.

CARTON MARKINGS MUST BE IN **BLACK!!!!**

THE DEPARTMENT NUMBER IS THE DEPARTMENT NUMBER ON THE COMPUTER GENERATED PURCHASE ORDER.

Side Mark (both sides)	End Mark (both ends)	Inner Pack Mark (one end)
<div>CLOSEOUT DISTRIBUTION</div> <div>Tremont, Pa. PO# SKU# Dept # Carton _____ of _____ Country of Origin</div>	<div>SKU# Description Master Pack Inner Pack GW/NW (kgs.) Cube</div>	<div>SKU# Description Pack</div>
<div> </div> <div>Both Sides</div>	<div> </div> <div>Both Ends</div>	<div> </div> <div>One End Only</div>

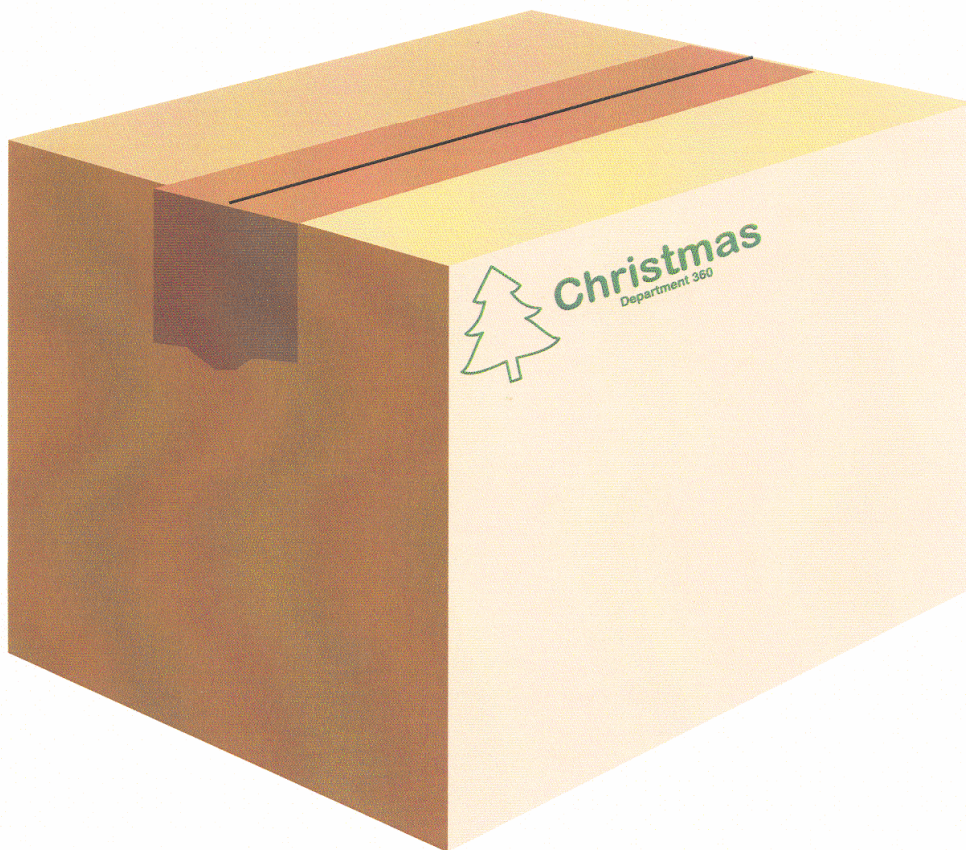
DO NOT MIX DCs ON A CONTAINER

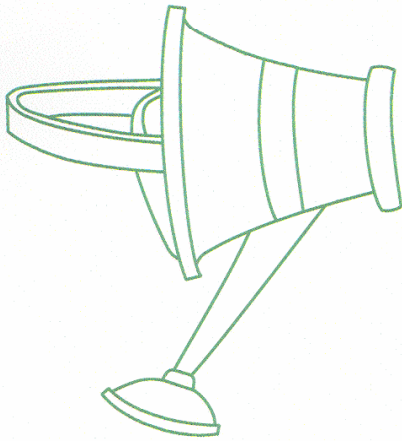
IMPORTANT: NEW SEASONAL CARTON MARKINGS

In order for our stores to more easily identify seasonal merchandise, we are adding the following seasonal specifics to the markings on our shipping cartons.

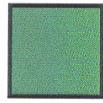
Print the seasonal carton markings in the upper left hand corner of the two main panels of the shipping carton. We have supplied graphics, (see the following pages), with horizontal orientation for seasonal carton markings. Please place the seasonal graphics so the width fills at least half of the carton panel. Match the seasonal department number to the department number on each purchase order.

Be sure to print the seasonal carton markings in the correct pantone number shown on the following pages. This pantone number listed is for your reference only. Note that the rest of the carton markings must be in black.



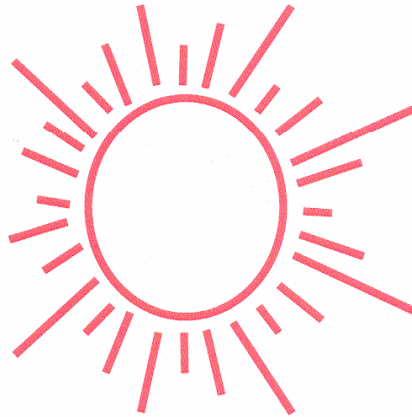


Lawn & Garden

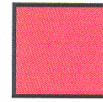


Pantone 347

PLEASE PLACE
SEASONAL
PRICE TICKET
HERE

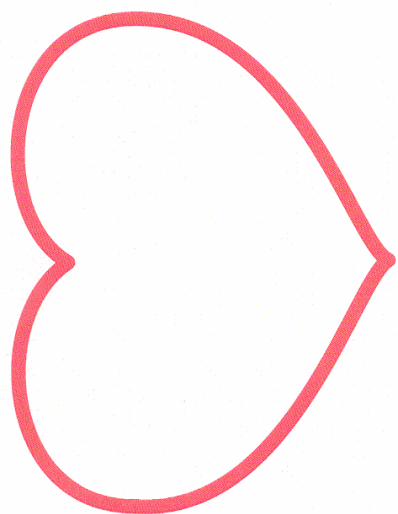


Summer



Pantone Red 032

PLEASE PLACE
SEASONAL
PRICE TICKET
HERE



valentine's



Pantone Red 032

PLEASE PLACE
SEASONAL
PRICE TICKET
HERE



Harvest

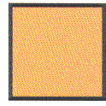


Pantone 464

PLEASE PLACE
SEASONAL
PRICE TICKET
HERE

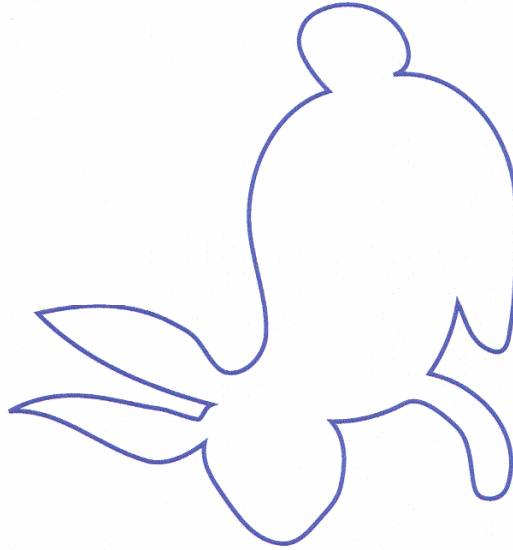


Halloween



Pantone Orange 021

PLEASE PLACE
SEASONAL
PRICE TICKET
HERE

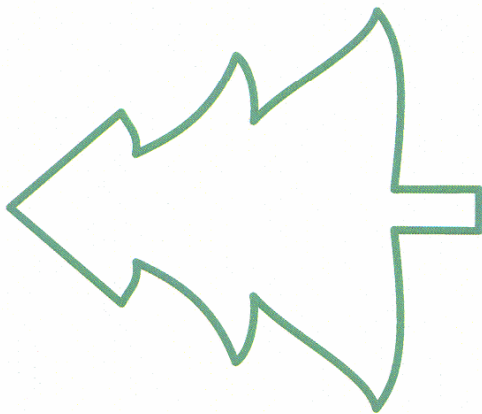


Easter

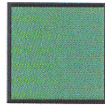


Pantone 266

PLEASE PLACE
SEASONAL
PRICE TICKET
HERE

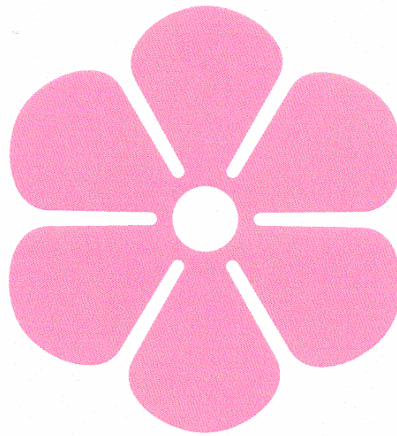


Christmas

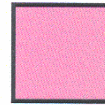


Pantone 347

PLEASE PLACE
SEASONAL
PRICE TICKET
HERE



Floral



Pantone 674

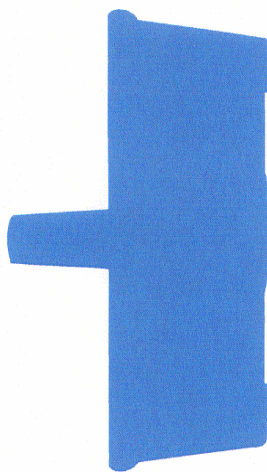
PLEASE PLACE
SEASONAL
PRICE TICKET
HERE

St. Patrick's Day

Dept 362



Pantone 368



Wicker



Pantone 2727

PLEASE PLACE
SEASONAL
PRICE TICKET
HERE

Introduction

This document outlines the standard graphics and symbols to be used by both domestic and international vendors to mark containers shipped to Big Lots. Additionally, it serves as a guideline to Big Lots' Distribution & Transportation Services associates and Big Lots' Store associates for interpretation and use of container symbols.

Compliance with shipping container symbols throughout the supply chain is critical for proper and safe container handling and storage. Following these guidelines will help minimize the risk of product damage during transportation and handling. There are a few exceptions when these symbols can be disregarded during one or more stages of the supply chain. Such exceptions are on an individual basis and will be highlighted in this document. Additional requests for waivers or exceptions must be requested in writing from Big Lots.

The container symbols in this document are based on, and are consistent with, either the American Society for Testing and Materials (ASTM) standard D 5445 (Standard Practice for Pictorial Markings for Handling of Goods) or the International Standards Organization (ISO) standard ISO 780 Pictorial Marking for Handling of Goods. As these guidelines and standards are updated by the governing bodies, Big Lots will review the updates and refine the labeling standards accordingly.

The symbols in this document provide instructions for special handling of shipping containers. It is not necessary to apply all of the symbols on every container. Application of the shipping symbols is based on the shipping and handling requirements of the product/package system.

The size of each graphic or label should be determined according to the table below.

Dimension of shortest side panel in inches	Minimum Dimension of Individual Graphic or Label	
	Height (Inches)	Width (Inches)
36 or greater	4	3
24 to 36	2 3/4	1 3/4
24 or less	2 1/4	1 1/2

Note: in this document the term shipping container, carton and package are used interchangeable.

1. Fragile – Handle with care



Figure 1: “Fragile – Handle with care” symbol

This symbol indicates that the contents of the container are fragile and that the container should be handled with care. This symbol should be used when the contents of the container contains glass, mirror or ceramic pots.

	Vendor	DC	Store
Must be complied with by:	X	X	X

Notes:

- ◆ This symbol should be placed on at least two adjacent sides of the container in the upper corner as shown below and in Pantone 032.

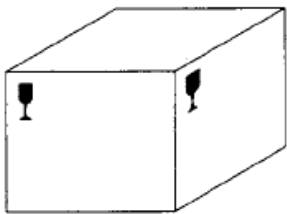


Figure 2: “Fragile – Handle with care” symbol location

- ◆ Corresponds with ISO 7000 / No. 0621.

2. This way up

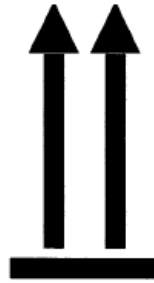


Figure 3: “This way up” symbol

This symbol indicates the required upright position of the container. The symbol should only be used where consideration of the safety of the contents necessitates that the container be stored or stacked with the top surface up, and on cartons that should never be inverted or laid on their side.

	Vendor	DC	Store
Must be complied with by:		X	X

* As container cubing is a priority for Big Lots due to transportation costs, vendors are allowed to stack cartons in non-upright positions in order to maximize ocean container/trailer cubing as long as there is no major risk of product damage. Under no circumstances should the “This way up” arrows be facing down.

Notes:

- ◆ Arrows should never be shown on top of the package.
- ◆ This symbol shall be shown near the left hand upper corner on all four upright sides of the package and in Pantone 032.

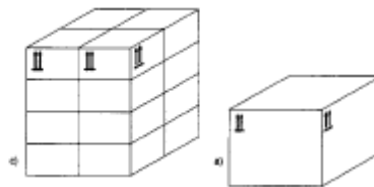


Figure 4: “This way up” symbol location

- ◆ When both the “Fragile – handled with care” and “This way up” symbols are used on a container, the latter should be closest to the corner as shown in the following figure.

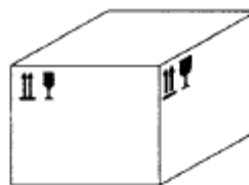


Figure 5: “This way up” and “Handle with care” symbol location

- ◆ Corresponds with ISO 7000 / No. 0623.

3. Stacking limitation by number

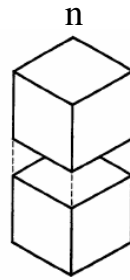


Figure 7: “Stacking limitation by number” symbol

This symbol indicates the maximum number of the same container (package) that can be stacked on top of like containers (packages), where ‘n’ is the maximum number of containers that can be stacked.

For example, if a container can only be stacked 5 high the “stacking limitation by number” symbol on the container should be:

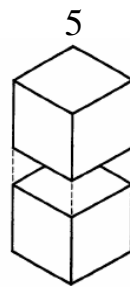


Figure 8: “Stacking limitation by number” symbol example

	Vendor	DC	Store
Must be complied with by:		X	X

* As container cubing is a priority for Big Lots due to transportation costs, vendors are allowed to exceed the stacking limitation by number by a reasonable number in order to maximize ocean container/trailer cubing as long as there is no major risk of product damage.

Notes:

- ◆ The number of like containers that can be stacked on top of a package is typically determined by vendors by means of compression testing.
- ◆ The symbol should be located on at least 2 adjacent sides of the container and in Pantone 032.

4. Stacking limitation by weight

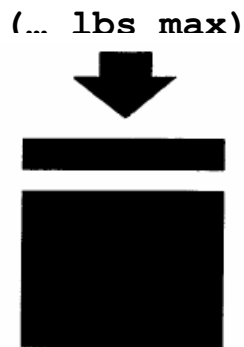


Figure 9: “Stacking limitation by weight” symbol

This symbol indicates the maximum weight of unlike packages that can be stacked on top a container. The maximum weight should be noted in pounds at the top of the symbol. For example, if no more than 80 pounds can be stacked on top of a container the “stacking limitation by weight” symbol on the package should be:

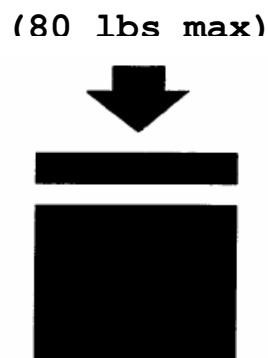


Figure 10: “Stacking limitation by weight” symbol example

	Vendor	DC	Store
Must be complied with by:		X	X

* As container cubing is a priority for Big Lots due to transportation costs, vendors are allowed to exceed the stacking limitation by weight by a reasonable amount in order to maximize ocean container/trailer cubing as long as there is no major risk of product damage.

Notes:

- ◆ The maximum weight of unlike packages that can be stacked on top of a container is typically determined by vendors by means of compression testing.
- ◆ This symbol should be located on at least 2 adjacent sides of the container and in Pantone 032.

-
- ◆ Corresponds with ISO 7000 / No. 0630.

5. Clamp here



Figure 15: “Clamp here” symbol

This symbol indicates that it is safe to clamp the container from the side where it is displayed and there is adequate packaging protecting the product from potential damaged caused by clamp trucks.

	Vendor	DC	Store
Must be complied with by:	X	X	X

Notes:

- ◆ This symbol should be located on two opposite sides of the container so it is in visible range of a clamp truck operator and in Pantone 032.
- ◆ Corresponds with ISO 7000 / No. 0631.

6. Do not clamp here

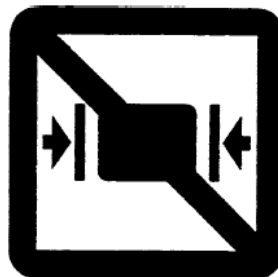


Figure 16: “Do not clamp here” symbol

This symbol indicates that the container should not be clamped from the side where the symbol is displayed as the packaging is not designed to withstand compression forces caused by clamp trucks.

	Vendor	DC	Store
Must be complied with by:	X	X	X

Notes:

- ◆ This symbol should be located on two opposite sides of the container so it is in visible range of a clamp truck operator and in Pantone 032.

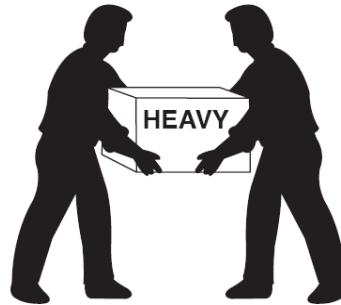
7. Team lift

Figure 19: “Team lift” symbol

This symbol indicates that the weight of the container exceeds 70 lb or 31.75 kg and should only be lifted by 2 people.

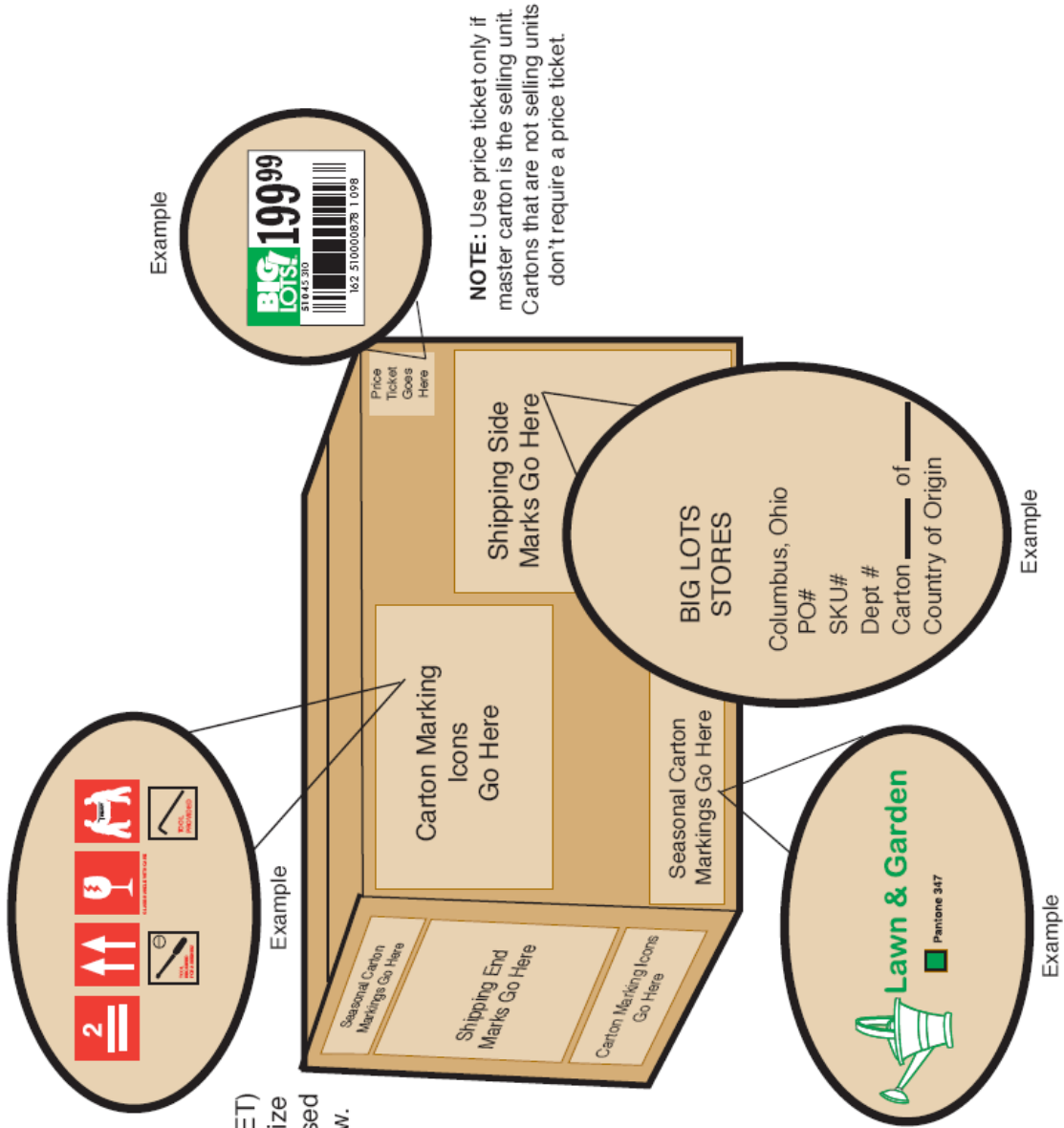
Notes:

- ◆ This symbol should be located on at least 2 adjacent sides of the container and in Pantone 032.

	Vendor	DC	Store
Must be complied with by:	X	X	X

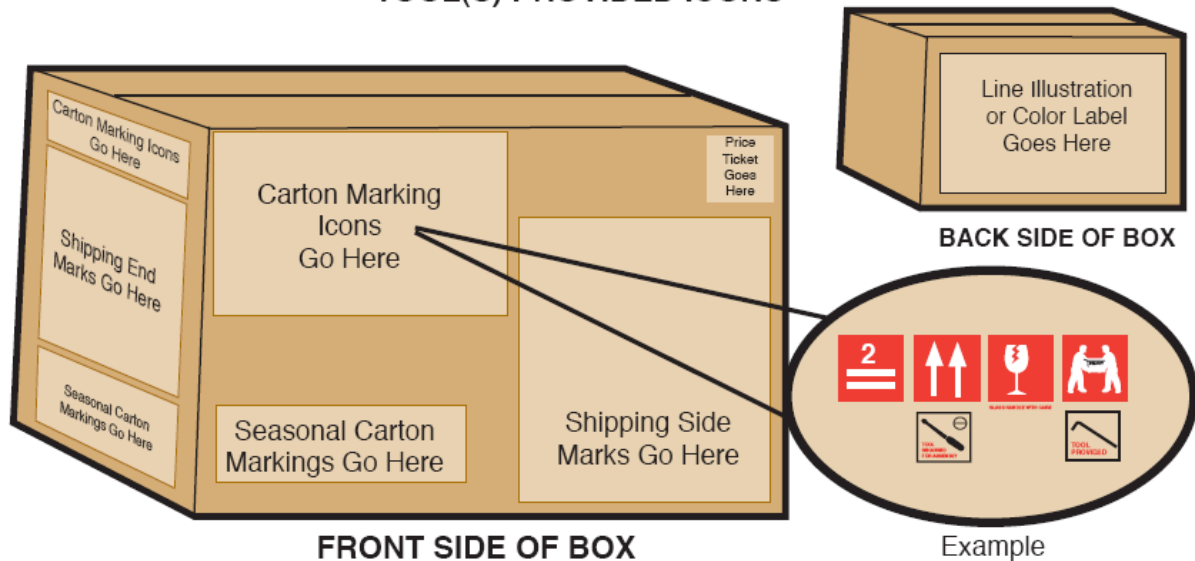
Carton Marking Icons

Please reference the IPDS (IMPORT PRODUCT DATA SHEET) for determining the appropriate size carton marking icon(s) to use based on carton cube. See chart below.



MASTER CARTON MARKING ICONS

TOOL(S) REQUIRED OR TOOL(S) PROVIDED ICONS



Carton marking icons are required to be placed on at least two different sides of the Master Shipping Carton. In the example above, the icons should be placed on the front, bottom right corner of the box when applicable. See [Carton Marking Icon Sizing Chart](#) for appropriate size carton marking icon(s).



TOOL REQUIRED FOR ASSEMBLY - Icon indicates what tool is required to assemble the item. Tells the customer/store associates what tool is required for assembly.



TOOL PROVIDED - Icon indicates what tool is included in box for assembly.

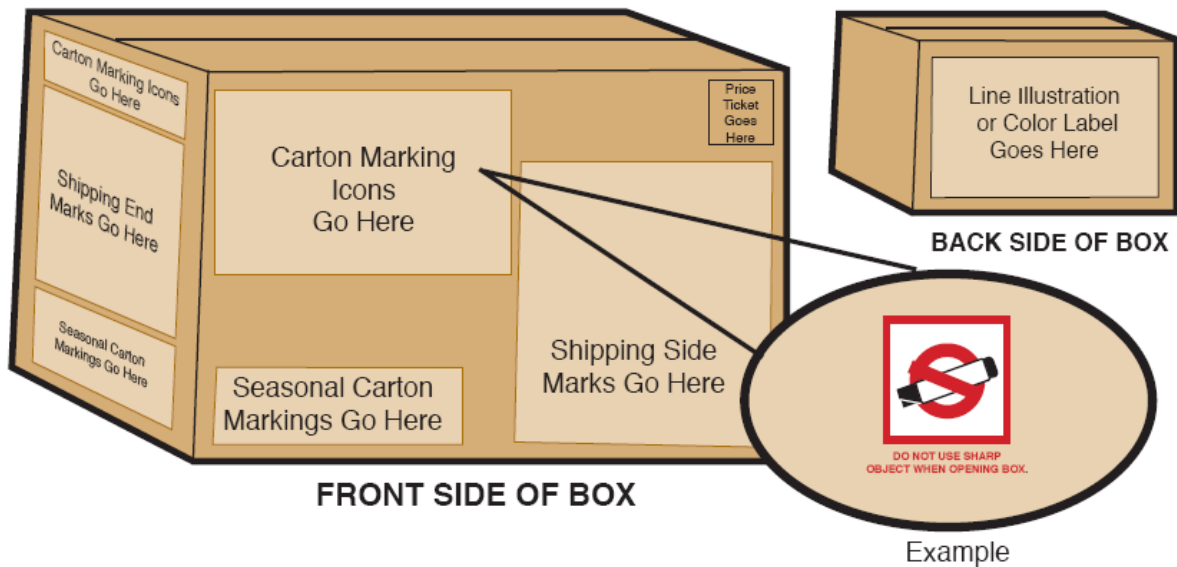
Some items may require more than one tool to assemble the item, see example below of how that should appear on box.

TOOLS REQUIRED FOR ASSEMBLY - Icon indicates what tools are required to assemble the item.



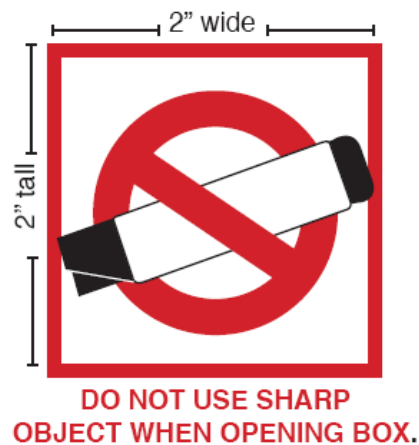
MASTER CARTON MARKINGS ICONS

DON'T USE A KNIFE TO OPEN THIS BOX



Carton marking icons are required to be placed on at least two different sides of the Master Shipping Carton. In the example above, the icon should be placed on the front, bottom right corner of the box when applicable. See [Carton Marking Icon Sizing Chart](#) for appropriate size carton marking icon(s).

This logo communicates to the stores that the merchandise inside (i.e. cushions, pillows, wicker furniture, etc.) can easily be cut and damaged when using a knife to open the box.



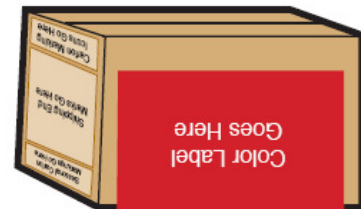
MASTER CARTON MARKINGS ICONS BROWN BOX WITH COLOR LABEL



FRONT SIDE OF BOX



TOP AND OTHER SIDE
OF BROWN BOX



BOTTOM OF BROWN BOX

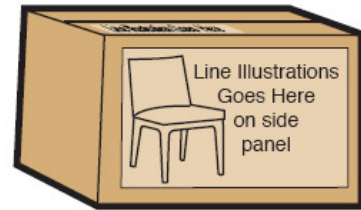
This master shipping carton requires a color label to be placed on at least two different sides. In the example below, the shipping marks are placed on one end and one side panel of the box, as the front side has the color label.

IMPORTANT: The size of the color label placed on the front panel of a box must be at least 75% of the overall size of the front panel (front panel is considered the principal display panel). In the example above, a label has also been added to the side panel. Buyer may request this additional label if boxes are likely to be stacked in the store.

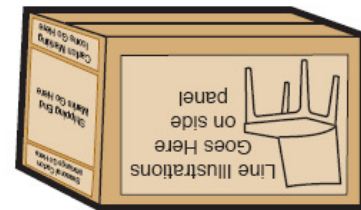
MASTER CARTON MARKINGS ICONS BROWN BOX WITH LINE ART



FRONT SIDE OF BOX



TOP AND OTHER SIDE
OF BROWN BOX



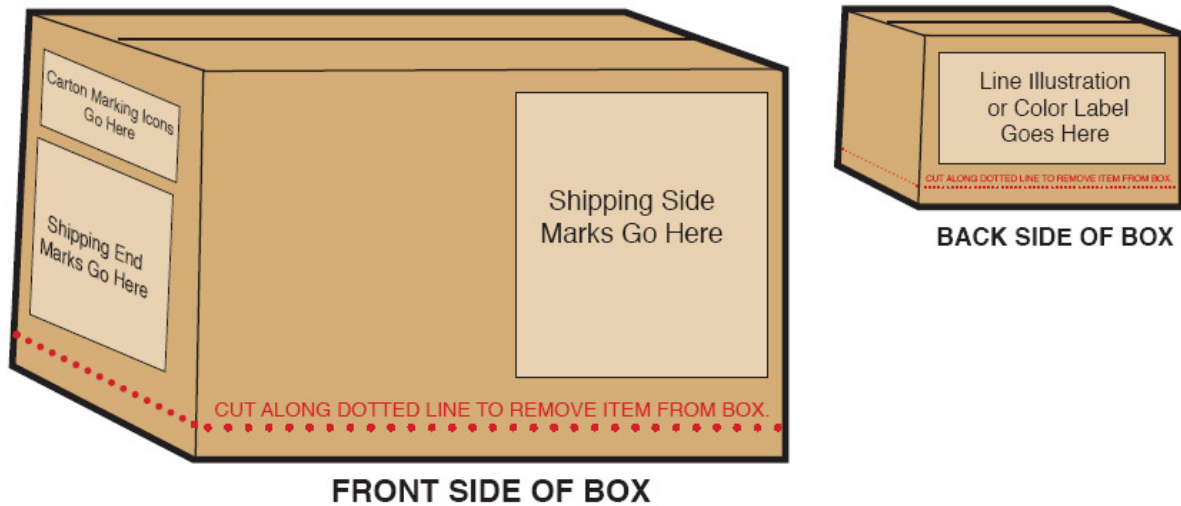
BOTTOM OF BROWN BOX

Carton marking line art is required to be placed on at least two different sides of the Master Shipping Carton. In the example above, the line art should be placed on the top and one side panel of the box when applicable.

This line art communicates to the customer/store associate what the merchandise looks like inside the brown box.

IMPORTANT: The size of the line art placed on the side panel of a box must be at least 75% of the overall size of the side panel. In the example above, the line art has also been added to the top panel. Buyer may request this additional label if boxes are likely to be stacked in the store.

MASTER CARTON MARKINGS FOR HEAVY AND/OR LARGE BULK BOXED ITEMS



This carton marking is required to be placed on the bottom edge of the master shipping carton box when applicable. Please place dotted line 1" up from bottom of box.

For heavy and/or large bulk boxed items (i.e. curio cabinets, furniture, air compressors, generators, etc.), place dotted line across bottom of box, along with the following message:

CUT ALONG DOTTED LINE TO REMOVE ITEM FROM BOX
.....

This will help customers/store associate to identify how to easily open the heavy box without damaging the item.

MASTER CARTON MARKINGS COLOR BOX

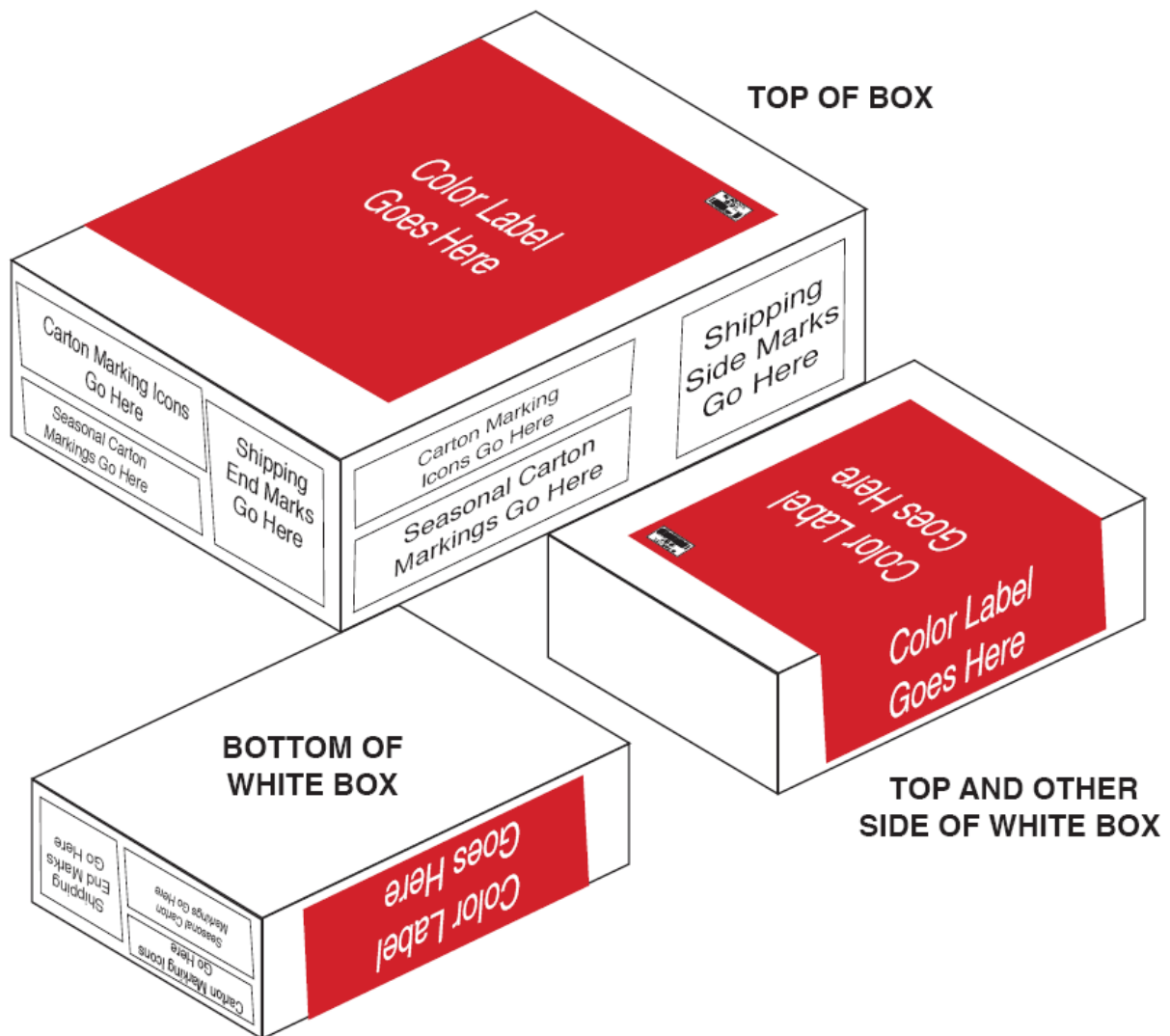
Some color boxes that are a case pack of one will also require carton markings to be placed on at least two different sides. In the example below, the shipping marks are placed on the bottom of the box and on the side panel of the color box. Graphics may need to be placed on the side panels to accomodate these carton markings.



MASTER CARTON MARKINGS

WHITE BOX WITH WRAP-AROUND COLOR LABEL

This master shipping carton requires logos to be placed on at least two different sides. In the example below, the shipping marks are placed on one end and one side panel of the box, as the front side has the color label.



IMPORTANT: The size of the color label placed on the front panel of a box must be at least 75% of the overall size of the front panel (front panel is considered the principal display panel). In the example above, a label has also been added to the side panel. Buyer may request this additional label if boxes are likely to be stacked in the store.

MASTER CARTON MARKINGS

WHITE BOX WITH WRAP-AROUND COLOR LABEL

In the example below the carton marking will not fit on the end of the box; therefore, we should place the carton marking on another dominant side panel, as the front side has the color label.

TOP AND OTHER SIDE OF WHITE BOX



TOP OF BOX



IMPORTANT: The size of the color label placed on the front panel of a box must be at least 75% of the overall size of the front panel (front panel is considered the principal display panel). In the example above, a label has also been added to the side panel. Buyer may request this additional label if boxes are likely to be stacked in the store.

Packaging Material Requirements - Minimum Standards

IMPORTANT! Big Lots vendors are responsible for conducting appropriate Primary Packaging performance testing to ensure that packaging does not fail in the supply chain or store. The material requirements provided below represent minimum standards.

BACKER/BLISTER CARDS

- Lightweight items: 350 gsm (18 point), Sulfate Bleached Sheet (SBS) on both sides, C1S (Coated 1 Sided) on the Front with a UV Gloss Varnish.
- Heavier items: Must be reinforced with a metal grommet at the hanging point.



COLOR BOXES

- Small items: 125 gsm (26#) E-Flute Singleface Kraft Corrugate + 250 gsm (12 point) Clay Coated News Back (CCNB) + UV Gloss Varnish.
- Larger items: 175 gsm (35#) E-Flute Singleface Kraft Corrugate + 350 gsm (26 point) Clay Coated News Back (CCNB) + UV Gloss Varnish.



NOTE: Packaging for very large and/or heavier items should be built to meet specific performance needs.

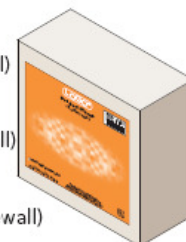
SPOT COLOR LABELS (LITHO LABELS) - 161.78 gsm (110# C1S) Gloss White

Corrugated Maximum Weight

- If box (L"+W"+D") = up to 75" in size or 30 lbs in weight
If box (L+W+D) = up to 190.5 cm in size or 13.6 kg in weight
- If box (L"+W"+D") = 75" - 90" in size or 30 lbs - 50 lbs in weight
If box (L+W+D) = 190.5 cm - 228.6 cm in size or 13.6 kg - 22.6 kg in weight
- If box (L"+W"+D") = 90" - 110" in size or 50 lbs - 75 lbs in weight
If box (L+W+D) = 228.6 cm - 279.4 cm in size or 22.6 kg - 34 kg in weight
- If box (L"+W"+D") = 110" - 130" in size or 75 lbs - 100 lbs in weight
If box (L+W+D) = 279.4 cm - 330.2 cm in size or 34 kg - 45.3 kg in weight

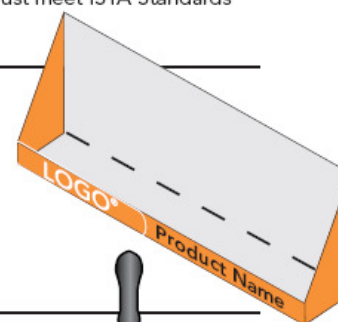
Suggested Corrugated Box

- 32 ECT / 200# C-Flute (singlewall)
- 44 ECT / 275# C-Flute (singlewall)
- 48 ECT / 275# C/B-Flute (doublewall)
- 50 ECT / 350# C/B-Flute (doublewall)
- 80 ECT / 350# C/B-Flute (doublewall with innerpack)
Must meet ISTA Standards



DISPLAY BOXES (PDQ TRAYS)

- 32 ECT (Edge Crush) OR 200# (Burst/Mullen) B-Flute
- Minimum liner combination:
175 gsm (35#) liner x 112 gsm (23#) medium x 175 gsm (35#) liner



HANG TAGS

- 270 gsm (12 point) C2S (Coated 2 sided), Sulfate Bleached Sheet (SBS) on both sides, C2S (Coated 2 Sided) with a UV Gloss Varnish.



HEADER CARDS

- Lightweight items: 300 gsm (14 point) C2S (Coated 2 Sided) Sulfate Bleached Sheet (SBS)
- Heavier items: 350 gsm (18 point) or greater C2S (Coated 2 Sided) Sulfate Bleached Sheet (SBS)
- Extremely heavy items: Must be reinforced with a metal grommet at the hanging point.



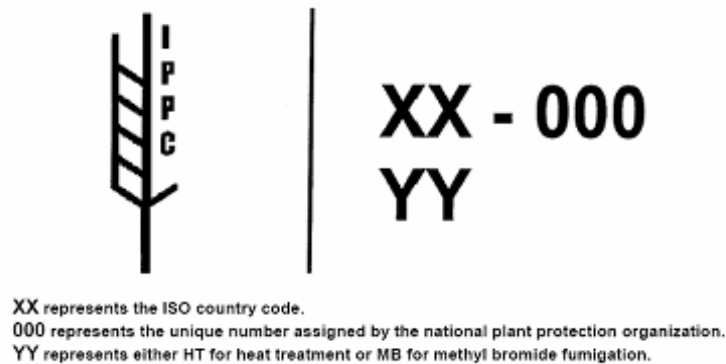
10/07

Operating Procedures for Trade Community Regarding Implementation of the Wood Packaging Materials (WPM) Regulation

Background:

The USDA's APHIS has revised its import regulation for WPM, 7 CFR § 319. The final rule was posted in the Federal Register September 16, 2004, with an effective date of September 16, 2005.

The regulation requires regulated WPM used in international trade to be treated to kill harmful insects that may be present. WPM must be marked with the International Plant Protection Convention (IPPC) logo, the two-letter ISO code for the country that treated the WPM, the treatment facility number assigned by the national plant protection organization, and either the abbreviation HT (heat treatment) or MB (methyl bromide). The rule states that regulated wood packaging materials must be marked in a visible location on each article, preferably on at least two opposite sides of the article, with a legible and permanent mark that indicates that the article meets the new requirements. Paper treatment certificates will no longer be required or accepted. An example of an acceptable WPM mark is:



The regulation restricts the importation of many types of wood articles, including wooden packaging materials such as pallets, crates, boxes, and pieces of wood used to support or brace product. The regulations currently refer to these types of wood packaging materials as solid wood packing materials, defined as “wood packing material other than loose wood packing material, used or for use with product to prevent damage, including, but not limited to, dunnage, crating, pallets, packing blocks, drums, cases, and skids.” Effective September 16, 2005, the U.S. regulation allows non-compliant regulated WPM to be reexported. CBP recognizes that the usage of this term may be confusing. For purposes of CBP implementation of the USDA regulation, “reexport” will refer to the immediate export of violative WPM and, where the violative WPM cannot be separated from the accompanying product, the immediate export of the violative WPM and any accompanying product. By regulation, no treatment options for WPM being imported into the United States are available.

For the purposes of this rule, WPM imported as product, such as a container or truckload of new or unused pallets, will still be considered WPM and subject to the rule. Its status as product is irrelevant.

Non-regulated and Exempt Wood and Wood Products:

Regulated WPM do not include any manufactured items, such as worked wood items, even if those items are used to contain other non-regulated product. Examples of such non-regulated manufactured items might include such things as carved or formed wooden bottle stoppers, ammo crates, wooden boxes built to house fuel gauges or armaments, *etc.* Wine crates for any vintage year prior to 2006, are also non-regulated; wine crates for vintage year 2006 and beyond are regulated.

Regulated WPM do not include any manufactured wood, such as fiberboard, plywood, polywood, whisky and wine barrels, strand board, and veneers, nor do they include “loose wood packing materials” as defined in 7 CFR § 319.40-1. Examples of loose wood packing materials include excelsior (wood wool), sawdust, and wood shavings, produced as a result of sawing or

shaving wood into small, slender, and curved pieces. Dunnage is not always loose wood packing materials; when it is not, it is regulated.

The regulation allows importation without marking of otherwise-regulated WPM used by the U.S. Department of Defense (“DOD”) to package non-regulated articles, including commercial shipments pursuant to a DOD contract.

By reciprocal regulations, WPM made from Canadian origin wood or U.S. origin wood (or a combination of Canadian origin wood and U.S. origin wood) will be exempt from treatment and marking under this regulation when used in trade between these two countries. For purposes of enforcement of this exception, and absent acceptable proof to the contrary, Customs will consider the country of origin of product coming from Canada to be the country of origin of the accompanying WPM.

The only remaining exemption for imports from Mexico permits importation of unmarked firewood, mesquite wood for cooking, and small, noncommercial packages of un-manufactured wood for personal cooking or personal medicinal purposes as long as these items arrive directly from Mexican Border States.

General Note 4(a) of the Harmonized Tariff Schedule of the United States (HTSUS)(2006)**As of January 2006**

The following countries, territories and associations of countries eligible for treatment as one country (pursuant to section 507(2) of the Trade Act of 1974 (19 U.S.C. 2467(2)) are designated beneficiary developing countries for the purposes of the Generalized System of Preferences, provided for in Title V of the Trade Act of 1974, as amended (19 U.S.C. 2461 et seq.):

Independent Countries

Afghanistan	Croatia	Lebanon	Sao Tomé and Príncipe
Albania	Djibouti	Lesotho	Senegal
Algeria	Dominica	Macedonia, Former	Serbia and Montenegro
Angola	Dominican Republic	Yugoslav Republic of	Seychelles
Antigua and Barbuda	Ecuador	Madagascar	Sierra Leone
Argentina	Egypt	Malawi	Solomon Islands
Armenia	El Salvador	Mali	Somalia
Bahrain	Equatorial Guinea	Mauritania	South Africa
Bangladesh	Eritrea	Mauritius	Sri Lanka
Barbados	Ethiopia	Moldova	Suriname
Belize	Fiji	Mongolia	Swaziland
Benin	Gabon	Mozambique	Tanzania
Bhutan	Gambia, The	Namibia	Thailand
Bolivia	Georgia	Nepal	Togo
Bosnia and Hercegovina	Ghana	Niger	Tonga
Botswana	Grenada	Nigeria	Trinidad and Tobago
Brazil	Guatemala	Oman	Tunisia
Bulgaria	Guinea	Pakistan	Turkey
Burkina Faso	Guinea-Bissau	Panama	Tuvalu
Burundi	Guyana	Papua New Guinea	Uganda
Cambodia	Haiti	Paraguay	Uruguay
Cameroon	Honduras	Peru	Uzbekistan
Cape Verde	India	Philippines	Vanuatu
Central African Republic	Indonesia	Romania	Venezuela
Chad	Iraq	Russia	Republic of
Colombia	Jamaica	Rwanda	Yemen
Comoros	Jordan	St. Kitts and Nevis	Zambia
Congo (Brazzaville)	Kazakhstan	Saint Lucia	Zimbabwe
Congo (Kinshasa)	Kenya	Saint Vincent and	
Costa Rica	Kiribati	the Grenadines	
Côte d'Ivoire	Kyrgyzstan	Samoa	

GSP Indemnification Agreement

In consideration for its business dealings with Big Lots Stores, Inc. and/or its affiliated entities (collectively, "Big Lots"), the vendor listed below ("Vendor") agrees to the following:

Vendor hereby acknowledges receipt of the attached memorandum regarding the rules and regulations of the Generalized System of Preferences ("GSP") and certifies that the products which Big Lots purchases, from it qualify for duty free treatment under the GSP requirements of U.S. laws and regulations, and makes the following specific certifications:

- (1) The products are eligible products under the GSP;
- (2) The products are the product of a beneficiary developing country or an association treated as a single beneficiary developing country under GSP (in either case, a "BDC");
- (3) The products are to be shipped directly from the BDC to the United States, and
- (4) One of the following applies:
 - (a) The products are wholly the growth product or manufacture of a BDC. [Note: If the products are wholly the growth, product or manufacture of a BDC, a statement to that effect shall be included on the commercial invoice.]
 - (b) At least 35% of the appraised value of the products is attributable to (i) the cost or value of the materials produced in a BDC and (ii) the direct costs of processing in a BDC. [Note: If the products are not wholly the growth, product or manufacture of a BDC, the Vendor shall submit supporting documents within twenty (20) days of a request from Big Lots or U.S. Customs.]
- (5) Vendor will be compliance with all GSP requirements and obligations with respect to the products.
- (6) Vendor will maintain supporting production, manufacturing and financial documents for a period of five (5) years from the date of exportation. Vendor shall submit supporting documents within twenty (20) days of a request from U.S. Customs or Big Lots. Supporting documents are inclusive of, but not limited to:
 - (a) The manufacturer-completed GSP worksheet (the form of which is attached hereto) detailing the allocation of costs, the general ledger accounts and other documentation that supports the GSP claim.
 - (b) Bills of materials, trial balances, general ledgers, raw material invoices, purchase history reports, inventory records, freight bills, insurance premiums, packing invoices, sales invoices relating to waste shipments, tax bills, broker invoices, cost sheets, rent bills, utility bills, financial statements and any other documentation which may be required by U.S. Customs to validate the GSP claim.
- (7) In addition to the obligations set forth elsewhere in this Agreement, the Vendor will otherwise cooperate fully with Big Lots in providing appropriate information, documentation, and certification in response to any provider inquiry or audit (i.e., Customs, a court of law, or other binding authority).
- (8) Vendor will complete a GSP Declaration in the format annexed for each qualifying shipment and, at the time of shipment, provide an original to Big Lots together with the commercial invoice, packing list, bills of lading and other documentation upon which Big Lots' payment is conditioned.

In the event that it is determined by Customs, a court of law, or other binding authority that the products shipped and entered based upon a GSP Declaration executed by the Vendor do not qualify for GSP, Vendor shall indemnify and hold harmless Big Lots Stores, Inc., its parent and its affiliates and the directors, officer and agents of each for any duties and penalties that are assessed on such products, as well as all other liabilities damages, costs and expenses (including legal fees) incurred in connection with or related to such matter, audit, or proceeding.

By signing below, you represent that you are a representative of the Vendor, you have (on the Vendor's behalf) read and understand this GSP Indemnification, and are duly authorized to strictly bind the Vendor to the terms of this GSP Indemnification Agreement. Please fax or scan this page with your signature to our Global Sourcing Specialist at globalsourcing@biglots.com.

Vendor's Full Name

Signature of Vendor's Authorized Representative

Printed Name of Vendor's Authorized Representative

Title of Vendor's Authorized Representative

Date

Fax: _____

GSP DECLARATION

MANUFACTURER NAME: _____

MANUFACTURER ADDRESS: _____

MANUFACTURER CONTACT PERSON

NAME: _____

PHONE: _____

EMAIL: _____

FAX: _____

ARTICLE NAME, DESCRIPTION AND ITEM NO.: _____

COUNTRY OF ORIGIN: _____

MAJOR CONSTITUENT MATERIALS

MATERIAL	COUNTRY OF ORIGIN OF MATERIAL
1.	
2.	
3.	
4.	
5.	

BRIEF DESCRIPTION OF PROCESSING OPERATIONS PERFORMED BY VENDOR:

--

CONFIRMATION OF GSP ELIGIBILITY BY _____, ON BEHALF OF _____.

1. VENDOR DECLARES THAT ALL OF THE MATERIALS USED TO PRODUCE THE ARTICLE ORIGINATE IN THE COUNTRY OF ORIGIN:

YES _____ NO _____

2. VENDOR DECLARES THAT AT LEAST 35 PERCENT OF THE SALES PRICE OF THE ARTICLE CONSISTS OF THE SUM OF THE COST OF MATERIALS PRODUCED IN THE COUNTRY OF ORIGIN AND DIRECT COSTS OF PROCESSING PERFORMED IN THE COUNTRY OF ORIGIN:

YES _____ NO _____

3. VENDOR AGREES TO MAINTAIN ALL BUSINESS RECORDS NECESSARY TO ESTABLISH THAT THESE ARTICLES QUALIFY FOR THE GSP FOR A PERIOD OF 5 YEARS FROM DATE OF EXPORT.

4. VENDOR AGREES TO PROVIDE ALL BUSINESS RECORDS NECESSARY TO ESTABLISH GSP ELIGIBILITY TO BIG LOTS, A LOCAL AGENT DESIGNATED BY BIG LOTS OR U.S. CUSTOMS WITHIN 20 DAYS OF REQUEST.

5. VENDOR AGREES TO INDEMNIFY BIG LOTS IN ACCORDANCE WITH THE GSP INDEMNIFICATION AGREEMENT IF BIG LOTS IS REQUIRED TO PAY DUTIES OR PENALTIES OR INCUR OTHER EXPENSES BY REASON OF VENDOR'S FAILURE TO PROVIDE COMPLETE AND ACCURATE DOCUMENTATION CONFIRMING GSP ELIGIBILITY IN A TIMELY MANNER AS SPECIFIED ABOVE.

I DECLARE THAT THE INFORMATION PROVIDED IN THIS DOCUMENT IS TRUE AND CORRECT:

SIGNATURE: _____ NAME AND TITLE: _____

DATE: _____

This form must be completed and submitted with the final IPDS to the Global Sourcing Specialist.

GSP WORKSHEET

Article # / SKU

Page 1

Value of		Value of		Description of Cost	General Ledger Chart of Account	Source Record of Cost (Report)	Example of Potential Records to Support Cost
Direct Processing Operation Cost	Direct Processing Costs	Direct Processing Costs	Non-Direct Processing Cost				
Product Cost (Materials, Direct Labor, Direct Overhead)							
Materials							
Materials	\$\$\$\$			Vendor's actual cost of materials	####		Records
Variances	\$\$\$\$			Purchase price or material variances	####		BOM, Trial Balance, G/L
Freight	\$\$\$\$			Cost Incurred in transporting material to the vendor	####		Freight Bills, BOM, Trial Balance, G/L
Insurance	\$\$\$\$			Cost incurred in transporting material to the vendor	####		Insurance Premiums, BOM, Trial Balance, G/L
Packing	\$\$\$\$			Cost incurred in transporting material to the vendor	####		Packing Invoices, BOM, Trial Balance, G/L
Scrap (Net)	\$\$\$\$			Net cost of any waste or spoilage	####		Sales invoices relating to waste shipments
Duties & Taxes	\$\$\$\$			Duties and/or taxes imposed on the materials by the BDC	####		BOM, Trial Balance, G/L, Tax Bills, Broker Invoices
Direct Labor							
Direct labor	\$\$\$\$			Employee costs directly involved in production of finished good, on the job training, transportation cost, insurance compensation, Fringe Payroll Benefits, Housing Allowance, Severance, Social Security Taxes, Medical Insurance Expenses, Bus Transportation	####		GSP Declaration, Cost Sheets, BOM, G/L
Quality Control	\$\$\$\$			Cost of employees who receive, unload, and stock raw materials in manufacturer's plant, distribute materials to assembly line, maintain storage area and raw material inventory records, and pack and prepare articles for shipment	####		GSP Declaration, Cost Sheets, BOM, G/L
Shipping & Receiving	\$\$\$\$			Compensation, including fringe benefits, to the extent these personnel functions are directly involved in the production of the specific merchandise	####		GSP Declaration, Cost Sheets, BOM, G/L
Other Employees (Supervisory, Engineering, Plant Manager, Janitorial)							
	\$\$\$\$				####		GSP Declaration, Cost Sheets, BOM, G/L
Direct Overhead							
Rent	\$\$\$\$			Rent attributable to that portion of the building space directly used in the processing operations	####		G/L, Trial Balance, Rent Bills
Utilities	\$\$\$\$			Cost of utilities, such as electricity, telephone, and water to the extent they are actually used in the production process of the merchandise	####		G/L, Trial Balance, Utility Bills
Total Product Costs		\$\$\$\$					

Period Cost				
Equipment	\$\$\$\$\$	Cost of renting, repairing, maintaining, modifying production machinery	####	G/L, Trial Balance
Indirect Materials	\$\$\$\$\$	Cost of materials consumed in production such as lubricants, chemicals fuel	####	G/L, Trial Balance
Fixed Assets	\$\$\$\$\$	Dies, molds, tooling (this category can also include Assists) whether capitalized or expensed	####	G/L, Trial Balance
Depreciation	\$\$\$\$\$	Depreciation on machinery and equipment which are allocable to the merchandise	####	G/L, Trial Balance
Total Period Cost	\$\$\$\$\$			
Other Cost				
Packaging	\$\$\$\$\$	Packing performed in BDC and essential for the shipment of an eligible article to the US	####	G/L, Trial Balance, Invoices for Packaging
Taxes		Pro-rate share of taxes on the part of the building used in the processing operations	####	G/L, Trial Balance, Tax Bills
Insurance		Cost of property insurance covering machinery and equipment used in the production process	####	G/L, Trial Balance, Insurance Premiums
Total Other Costs	\$\$\$\$\$			
Non-Direct Processing Cost				
Indirect Materials	\$\$\$\$\$	Office supplies, stamps	####	G/L, Trial Balance
Indirect Labor	\$\$\$\$\$	Labor costs incurred for indirect labor such as administrative salaries, sales people, accounting personnel	####	G/L, Trial Balance
General Expenses	\$\$\$\$\$	Rent and Utilizes on the portion of the building used for personnel offices, accounting department, and other administrative functions	####	G/L, Trial Balance, Rent & Utilities
Taxes	\$\$\$\$\$	Sales Tax	####	G/L, Trial Balance, Tax Bills
Insurance	\$\$\$\$\$	Casual and liability Insurance	####	G/L, Trial Balance, Insurance Premiums
Profit	\$\$\$\$\$	Vendor Profit/Loss	####	Financial Statements
Total Operation Cost	\$\$\$\$\$			

$$\frac{\text{Total Value of Direct Processing Cost}}{\text{Value Declared to customs (Actual Cost)}} \geq 35\%$$

(Section 6.2- Ross Stores method of valuation is Transaction Value, which is the price actually paid for the imported merchandise to the vendor)

*Period Costs- The allocation of these cost must be pro-rated against production records for specific items or over specific product runs over specific SKUs

GSP MEMORANDUM

THIS MEMORANDUM IS NOT INTENDED TO PROVIDE AND SHALL NOT BE CONSTRUED AS PROVIDING LEGAL ADVICE. YOU SHOULD CONSULT YOUR OWN ATTORNEY FOR ADVICE.

A. INTRODUCTION

This memorandum provides an overview of the requirements associated with the Generalized System of Preferences (“GSP”) program administered by the U.S. Customs Service. Under the GSP program, selected articles from designated beneficiary developing countries (“BDC’s”) may qualify for preferential (generally duty-free) treatment. The list of articles and countries eligible under the program is periodically reviewed by the United States and is subject to amendment. The list of BDC’s appears in General Note 4(a), Harmonized Tariff Schedule of the United States (“HTSUS”). However, whether an article from a BDC is GSP-eligible depends on the tariff classification of that article under the HTSUS. Therefore, the correct tariff classification provision must be ascertained, and the tariff provision will indicate whether such article is GSP – eligible.¹ (The “Special” rate of duty column associated with the tariff provision in the HTSUS will indicate the symbol “A” if the product is GSP-eligible. If the A is followed by an asterisk (“A*”), the article is GSP-eligible *except* from certain BDC’s. Those excepted BDC’s are listed in General Note 4(d), HTSUS.)

In order for an eligible article from a designated beneficiary developing country (hereinafter, “BDC”) to qualify for GSP treatment, three principal legal requirements must each be satisfied:

1. The article must be considered a “product of” the BDC;
2. The sum of (1) the cost or value of the materials produced in the BDC or any 2 or more countries which are members of the same association of countries which are treated as one country under the GSP program, plus (2) the direct cost of processing operations performed in such BDC or such member countries, is not less than 35 percent of the appraised value of such article at the time of its entry into the customs territory of the United States; and
3. The article is imported into the United States directly from the BDC.

See General Note 4(c), HTSUS. Each of these legal requirements is discussed in further detail below. Reference will also be made to the Customs Regulations, which appear in 19 C.F.R. 10.171 – 10.178.

B. GSP-ELIGIBILITY REQUIREMENTS

1. “Product of” Requirement

An article either must be wholly the growth, product or manufacture of the BDC or manufactured in an operation resulting in the finished article having the BDC as its legal country of origin for U.S. Customs purposes. In other words, the article must be a “product of” the BDC for U.S. Customs purposes. See 19 C.F.R. 10.176.

When an article is produced from non-BDC materials, the production in the BDC must normally qualify as a “substantial transformation” in order for the finished article to be considered a product of the BDC. Determinations as to whether a substantial transformation has occurred are made on a case-by-case basis depending upon the nature of the product and the complexity of the manufacturing operations.

In general, a substantial transformation occurs if (1) a new and different article of commerce emerges (2) as the result of a substantial manufacturing or processing operation. Customs has stated that a new and different article of commerce is an article that has undergone a change in: commercial designation or identity, fundamental character, or commercial use. The factors to be considered in determining whether the article has been subjected to a substantial manufacturing or processing operation include: the physical change in the article as a result of the processing, the time involved in processing, the complexity of the processing, the level of degree or skill and/or technology required, and the value added to the article.²

¹ Certain articles cannot be designated as GSP-eligible. See General Note 4(c), HTSUS. **Non-eligible articles include: textile and apparel articles which are subject to textile agreements; certain watches; import-sensitive electronic articles; import-sensitive steel articles; generally, footwear, handbags, luggage, flat product, work gloves, and leather wearing apparel.**

² The fact that an article satisfies the 35 percent value-added requirement discussed in the next section, however, does not automatically mean that the article is a “product of” the BDC.

2. **35 Percent Value Content Requirement**

In order for an otherwise eligible article to qualify under GSP, the sum of (1) the cost or value of the materials produced in the BDC or any 2 or more countries which are members of the same association of countries which are treated as one country under the GSP program, plus (2) the direct cost of processing operations performed in such BDC or such member countries, is not less than 35 percent of the appraised value of such article at the time of its entry into the customs territory of the United States.³

a. Materials

The concept of “materials produced” in the BDC includes not only materials which are wholly the growth, product or manufacture of the GSP country, but also foreign materials imported into the BDC that undergo a “double substantial transformation” in the BDC (*i.e.*, one substantial transformation into a new and different “intermediate” article of commerce that is then subjected to a second substantial transformation into a new and different finished article). As discussed above, determinations as to whether a substantial transformation has occurred are made on a case-by-case basis depending upon the nature of the product and the complexity of the manufacturing operations.

However, in order to effectuate the GSP program, U.S. Customs may permit imported materials to count toward the 35 percent value-added requirement by liberalizing its substantial transformation test. For instance, if raw material is imported into the BDC and substantially transformed into components or parts, which are then assembled to form the final product, U.S. Customs may permit the final assembly to qualify as the second (double) transformation even though by itself the assembly might not qualify as a substantial transformation. In such case, the imported materials must be transformed into “intermediate” articles of commerce, and the subsequent assembly must be meaningful and result in yet a new and different final article of commerce. See Customs Ruling HQ 557284 (1993), citing *Texas Instruments, Inc. v. United States*, 681 F.2d 778 (Fed. Cir. 1982).

In order to calculate the cost or value of qualifying BDC materials, the Customs Regulations at 19 C.F.R. 10.177(c) provide the following guidelines:

(c) Determination of cost or value of materials produced in the beneficiary developing country.

(1) The cost or value of materials produced in the beneficiary developing country includes:

- (i) The manufacturer's actual cost for the materials;
- (ii) When not included in the manufacturer's actual cost for the materials, the freight, insurance, packing, and all other costs incurred in transporting the materials to the manufacturer's plant;
- (iii) The actual cost of waste or spoilage (material list), less the value of recoverable scrap; and
- (iv) Taxes and/or duties imposed on the materials by the beneficiary developing country, or an association of countries treated as one country, provided they are not remitted upon exportation.⁴

(2) Where the material is provided to the manufacturer without charge, or at less than fair market value, its cost or value shall be determined by computing the sum of:

- (i) All expenses incurred in the growth, production, manufacture or assembly of the material, including general expenses;

³ General Note 4(a) contains a list of various associations of countries treated as one country. For example, ASEAN consists of Cambodia, Indonesia, Philippines, and Thailand. Another example is the Andean Group, which consists of Bolivia, Colombia, Ecuador, Peru, and Venezuela.

⁴ The cost of transporting non-qualifying materials to the manufacturer's plant does not count toward the 35 percent requirement.

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- (ii) An amount for profit; and
 - (iii) Freight, insurance, packing, and all other costs incurred in transporting the materials to the manufacturer's plant.

If the pertinent information needed to compute the cost or value of the materials is not available, the appraising officer may ascertain or estimate the value thereof using all reasonable ways and means at his disposal.

b. Direct Costs of Processing Operations

The Customs regulations (at 19 C.F.R. 10.178) provide that the “direct costs of processing operations” means those costs either directly incurred in, or which can be reasonably allocated to, the growth, production, manufacture, or assembly of the specific article under consideration. Such costs include, but are not limited to:

- (1) All actual labor costs involved in the growth, production, manufacture, or assembly of the specific article, including fringe benefits, on-the-job training, and the cost of engineering, supervisory, quality control, and similar personnel;
- (2) Dies, molds, tooling, and depreciation on machinery and equipment which are allocable to the specific product;
- (3) Research, development, design, engineering, and blueprint costs insofar as they are allocable to the specific product; and
- (4) Costs of inspecting and testing the specific product.

Items which are not included in the “direct costs of processing operations” are those which are not directly attributable to the product being imported. These include profit and general expenses of doing business which are either not allocable to the specific product or are not related to the growth, production, manufacture, or assembly of the product, such as administrative salaries, casualty and disability insurance, advertising, and salesman salaries, commissions or expenses.

On the other hand, all costs directly associated with the processing of the product, such as direct overhead, may qualify. In addition to the Customs regulations cited above, there have been various rulings issued by Customs which explain the differences between qualifying and non-qualifying labor costs and overhead for the purposes of satisfying the 35 percent value-added requirement. These differences are explained below.

(1) QUALIFYING LABOR COSTS

Wages and other costs of production personnel, quality control personnel, engineering personnel, and supervisory production personnel.

Whether a particular labor cost constitutes a direct cost of processing is generally determined by the function the employee performs. HQ 555043 (1988). Where costs are incurred for both qualifying and non-qualifying functions, the costs must be allocated among production and non-production functions. This allocation must be done on per model basis. The allocation must also have a rational basis and conform to Generally Accepted Accounting Principles.

Set forth below are some examples of specific labor costs, beyond those directly associated with assembly line workers, that can qualify toward the 35% local-value content requirement.

Generally, all compensation to production workers including first-line supervisors and quality control inspectors, directly involved in the production of the product may be included in the 35% value-content as a direct cost processing. C.S.D. 80-246 (1980); HQ 541689 (1978).

Compensation of group leaders, quality control supervisors and manufacturing foreman are direct costs of processing to the extent that they perform as first line supervisors of workers directly involved in the production process. HQ 554246 (1987).

Additionally, compensation to materials handlers, shipping and receiving personnel, packers and similar personal also qualify to the extent they handle the specific parts for the model. C.S.D. 80-208 (1980) (cost of employees who receive, unload, and stock raw materials in manufacturing

plant, distribute materials to assembly line, maintain storage area and raw material inventory records, pack and prepare eligible articles for shipment also constitute a direct cost of processing).

Export packaging costs for the final product, including the cost of packaging materials if BDC-origin, are included. C.S.D. 79-199; HQ 047532 (1977).

The transportation costs, if any, of transportation provided to direct labor employees is a direct cost of processing. HQ 544067 (1989); HQ 554246 (1987) (Expenses incurred in transporting personnel to and from the factory to render services are directly related to the production process and are included as a direct cost of processing).

Compensation of janitorial personnel to the extent incurred in the production plant or factory area may be included. C.S.D. 80-208 (1980)

Compensation to maintenance personnel to the extent they maintain equipment used in the production of the product and not claimed under another heading may be included. HQ 543748 (1987).

Compensation of engineering personnel to the extent they provide services facilitating the production process may be included. HQ 544067 (1989). Where engineering services are provided to the manufacturer, the value of that assist may be included in the direct cost of processing. C.S.D. 80-208 (1980). Additionally, the cost of travel necessary to bring the engineer to the facility to render the services is similarly included.

The contract amount paid to and unrelated labor service firm that obtains the required labor for the production facility was found to be a qualifying labor cost. HQ 543748 (1987).

Fringe benefits

To the extent that qualifying labor costs do not include the cost of fringe benefits, those costs may separately qualify. Christmas bonuses, vacation pay, social security taxes, group insurance medical benefits, cost of a nursery, housing allowances, payroll taxes, and cost of a cafeteria or daily bus transportation provided to production personnel are qualifying costs. C.S.D. 80-246 (1980); HQ 555198 (1989); HQ 555379 (1989); HQ 555316 (1989); HQ 555043 (1988); HQ 543748 (1987); HQ 541689 (1978); HQ 541215 (1977).

Training Costs

Additionally, all on-the-job training costs for production personnel are also qualifying costs. 19 C.F.R. 10.178(a)(1).

(2) NON-QUALIFYING LABOR COSTS

Wages and other costs of non-production personnel, sales, managerial, accounting, etc.

Again, the function of the employee will generally determine if costs associated with that employee are non-qualifying costs. Generally, costs of personnel not directly associated with production are non-qualifying costs. Set forth below are some examples.

Costs associated with employees who perform only administrative functions, such as the general manager, personnel manager, plant security or accounting or payroll personnel are not considered direct cost of processing. HQ 544067 (1989); HQ 543748 (1987); C.S.D. 80-208 (1980); HQ 541249 (1977).

Compensation of the plant manager is not considered a direct cost of processing because he performs primarily administrative functions. However, Customs has held that to the extent the

plant manager performs first-line supervisor functions, the cost of his compensation may be claimed. HQ 543748 (1989). Thus, for a few employees, it may be possible to allocate compensation between qualifying and non-qualifying costs.

Fringe Benefits; Training Costs

As indicated above, all compensation, including fringe benefits and training costs of employees whose compensation is non-qualifying is also non-qualifying. This includes the cost of their automobiles and travel. HQ 543748 (1987); HQ 541249 (1977); C.S.D. 80-208 (1980); HQ 541215 (1977).

(3) QUALIFYING DIRECT OVERHEAD

Generally, all costs directly associated with the processing of the subject product can be claimed as qualifying direct overhead. Customs has indicated that without sufficient detail Customs will be unable to accept the overhead costs as qualifying costs. Where costs are incurred for both qualifying and non-qualifying functions, the costs must be allocated among production and non-production functions. This allocation must be done on per model basis. Again, the allocation must have a rational basis and conform to Generally Accepted Accounting Principles.

Design, engineering, R&D costs

Customs has held that where these items are provided to the manufacturer free of charge, they constitute an assist. The value of this assist must be declared on importation if not included in the price paid or payable. However, this assist also qualifies as a direct cost of processing. I.A. 83/76, HQ 541249 (1977); I.A. 41/76, HQ 541215 (1977); HQ 541080. The country of origin of such an assist is irrelevant. Caveat: To the extent engineering wages and similar personnel compensation are claimed as a labor cost, they should not be also claimed as an engineering expense.

The cost of an engineering service which provided installation and repair of equipment and parts, monitored, inspected and tested equipment and performed similar functions was found to be a qualifying cost except for that portion of the contract that represented the performance of administrative functions. HQ 543748 (1987).

Equipment rental fees

The equipment must be used in production in order for the fees to qualify. C.S.D. 79-63.

Equipment Depreciation

Depreciation on equipment and machinery directly involved in the production process are qualifying costs. HQ 555379 (1989); C.S.D. 80-246 (1980); I.A. 41/76, HQ 541215 (1977).

Repair and maintenance cost

The cost of maintenance, modification and repair of machinery used in the production process is a qualifying cost. C.S.D. 80-246 (1980); HQ 541215 (1977). The cost of the chief mechanic and other mechanics are qualifying costs to the extent they are maintaining the equipment. HQ 555316 (1989). However, to the extent the cost of these personnel are claimed as a qualifying labor cost, their cost must not be counted twice.

Molds, dies or tooling depreciation

Depreciation on tools, dies and molds directly involved in the production process are qualifying costs. I.A. 41/76, HQ 541215 (1977). Again, however, if not included in the invoice price, the value of the molds, dies, and tools are also assists if provided free of charge to the manufacturer, and must be added to dutiable value. If included in dutiable value, the value of these assists will qualify as a direct cost of processing regardless of the country of origin of the assist. HQ 541249 (1977); HQ 541080.

Inspection and Testing (if not previously included as a qualifying labor cost above)

Rent (apportioned between manufacturing and non-manufacturing space)

Rent on that portion of the building space directly used in the processing operations is considered a qualifying cost. C.S.D. 79-63; HQ 543748 (1987); I.A. 83/76, HQ 541249 (1977); HQ 555379 (1989).

Utilities (electricity and water, etc. apportioned to manufacturing)

The cost of fuel, water and electricity are direct costs of processing to the extent they are used in the production process. C.S.D. 79-63; C.S.D. 80-208 (1980); C.S.D. 80-246 (1980). For example, electricity used to operate machinery in the production process and the electricity used to light the work area are direct costs of processing.

Local Taxes (apportioned to manufacturing)

Taxes on that portion of the building used in the production process are a qualifying cost. C.S.D. 79-63; C.S.D. 80-208 (1980); HQ 056936 (1978); I.A. 41/76, HQ 541215 (1977).

Royalty fees

Certain royalty fees qualify. Customs has ruled that where engineering, design and production information is made available from the parent for the production of the product, royalties paid on a per-unit basis and reflected on the manufacturer's books as an operating expense constitute a "direct cost of processing". Headquarters Ruling Letter 543155 (1983). Similarly, where the royalty payments are made for on-site quality audits and/or for research and design of the specific model they qualify. C.S.D. 79-312 (1979).

Miscellaneous expenses directly related to processing the subject model

Certain other expenses may be claimed as a direct cost of processing. A review of the exact expenses involved is necessary to reveal whether any of these expenses may be claimed as qualifying. Set forth below are some examples.

Cost of property insurance covering machinery and equipment used in the production process are qualifying costs. HQ 543748 (1987); HQ 555379 (1989).

Local licensing fees required to manufacture the subject product are a qualifying overhead cost. I.A. 134/77, HQ 541689 (1978).

Telecommunication costs incurred to facilitate the inspection of product and first line supervision of the production process is a qualifying cost. HQ 555379 (1989); HQ 554246 (1987).

The interest expense on the acquisition of plant equipment and machinery is a direct cost of processing because it is a necessary expense directly related to the cost of machinery. C.S.D. 79-312 (1979).

(4) NON-QUALIFYING OVERHEAD

Selling Expenses (travel, etc.)

Office Expenses (telephone, stationary, office equipment, etc.)

General office expenses such as postage or telecommunication charges are not qualifying costs. 19 C.F.R. 10.178(b)(2); HQ 554067 (1989); HQ 543748 (1987); HQ 541215 (1987), HQ 055694 (1979).

Advertising

Entertainment

Utilities (electricity and water apportioned to non-manufacturing)

The cost of fuel, water and electricity are not direct costs of processing to the extent they are not used in the production process but support administrative functions. C.S.D. 80-246 (1980). For example, electricity used for lighting and air conditioning the administrative office would not be qualifying costs. Again, however, those same costs would qualify if incurred with respect to that portion of the plant dedicated to production.

Rent (apportioned to non-manufacturing)

Rent on that portion of the building space used for the accounting department, personnel offices and other administrative functions are not considered a qualifying cost. HQ 541249 (1987); HQ 555379 (1989).

Fire and Casualty Insurance

Fire, casualty and liability insurance are not direct costs of processing. 19 C.F.R. 10.178(b)(2); HQ 555316 (1989); HQ 555379 (1989).

Miscellaneous expenses not directly related to processing the subject model

Again, a careful review of the so-called "other expenses" is necessary. Set forth below are some examples of miscellaneous costs that do not qualify.

The cost of automobiles is not a direct cost of processing. HQ 555379 (1989).

On-site medical personnel costs are not a qualifying cost even if required by law for production personnel. C.S.D. 80-208 (1980).

Legal expenses. C.S.D. 80-208 (1980).

3. "Direct Importation" Requirement

Eligible articles must be "imported into the customs territory of the United States directly from" the BDC. While certain exceptions apply, a satisfaction of the "imported directly" criterion normally requires direct shipment from the BDC to the United States without passing through the territory of any other country. If the shipment is through the territory of any other country, the product may not enter into the commerce thereof while en route and the invoice, bills of lading, and other shipping documents must normally show the U.S. as the final destination. Shipment of a product from a BDC to an inventory warehouse in a third country would likely not satisfy the direct importation requirement.

Special attention must be paid to instances in which a product of a BDC is further processed in a foreign country. In such instances, Customs will require that it be returned to the BDC for further processing so as to reenter the commerce of the BDC prior to shipment to the United States. In other words, the return to the BDC must consist of more than a mere pass-through. At the very least, the returned articles must be inspected and packaged in the BDC.

C. CONCLUSION

As discussed, the 35 percent value content requirement may be satisfied through eligible materials alone, through direct processing operations alone or through a combination of the two. In conclusion, we will discuss below two examples to illustrate this principle.

Example 1 – Costs of Direct Processing Alone

Facts: Foreign materials are shipped to a BDC where they are manufactured into a product of the BDC, but do not undergo a "double substantial transformation". The actual labor cost involved in the production of the finished article in the BDC is 40% of the total U.S. Customs appraised value of the finished product.

Conclusion: The qualifying GSP costs are 40%. The 35% value content requirement is satisfied through the labor costs alone.

Example 2 – Costs of Materials Plus Direct Processing

Facts: Foreign materials are shipped to a BDC where they are manufactured into a product of the BDC. The foreign materials, which represent 20% of the total U.S. Customs appraised value of the finished product, undergo a “double substantial transformation” in the BDC. The actual labor costs involved in the production of the finished article in the BDC is 25% of the total U.S. Customs appraised value

Conclusion: The qualifying GSP costs are 45%. The 35% value content requirement is satisfied through the materials cost (which may be included in this example because there is a double substantial transformation) plus the labor cost.

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17 North C/A, Gulshan-2
Dhaka - 1212
Bangladesh
Tel: 880 2 885 2703 Fax: 880 2 885 2705
Contact: Mr. Rashed A. Ali
rashed_ali@sg.nykline.com

PAKISTAN

NYK Line Pakistan Private Ltd.
Karachi Branch
Karachi, Pakistan
Telephone: 92 21 242 1240 Fax: 92 21 241 7818
Fax: 92 21 241 7818
Contact: Mr. Sajjad Ahmed, Deputy Manager
sajjad.ahmed@sg.nykline.com senaka.dezoysa@lk.nyklogistics.com
Mr Sarfaraz Shamim
s_shamim@finlayskhi.com

SRI LANKA

NYK Logistics & Kusuvara Lanka
No. 50, Foster Lane,
Colombo 10, Sri Lanka
Tel: 94 11 4732901 Fax: 94 11 4732990
Contact : Mr Senaka De Zoysa

PEOPLE'S REPUBLIC of CHINA**DALIAN**

Rm 2006 Liaoning Times Building
No. 7 Gangwan Street, Zhongshan District,
Dalian, 116001, China
Telephone: 86 411 82798748 Fax : 86 411 82798750
Contact : Mr Samuel Song
Samuel_song@cn.nyklogistics.com

SHANGHAI

20/F, Raffles City,
No. 268 Xizang Road (M),
Shanghai 200001
Telephone: 86 21 23209500 Fax: 86 21 63404005
Contact : Ms Vivien Ma
Vivien_ma@cn.nyklogistics.com
Ms Elaine Qin
Elaine_qin@cn.nyklogistics.com

NANJING

Suite D, 17F Deji Mansion,
188 Changjiang Road,
Nanjing, 210005, China
Telephone: 86 25 86816130 Fax: 86 25 86816133
Contact: Ms. Nickle Zhu
nickel_zhu@cn.nyklogistics.com

SHENZHEN

25/F, Excellence Times Square,
4068 YiTian Road, Futian District,,
Shenzhen, PRC
Telephone: 86 755 25838406 Fax: 86 755 25 838413
Contact: Mr Daniel Ng
daneil_ng@hk.nyklogistics.com
Mr Benjamin Lee
Benjamin_lee@hk.nyklogistics.com

NINGBO

6B, Xinyuan Hotel,
No. 188 Jiefang South Road
Ningbo, 315000, China
Telephone: 86 574 8719 6783 Fax: 85 574 8719 7974
Contact: Ms. Annie Sun
Annie_sun@cn.nyklogistics.com

TIANJIN

Room 1102, Tianjin International Building
No. 75, Nanjing Road, Heiping District
Tianjin, 300050, China
Telephone: 86 22 2332 8260 Fax: 86 22 2332 8265
Contact : Ms Helen Sun
helen_sun@cn.nyklogistics.com

QINGDAO

Room 208A, Area C of Fenghe Plaza
12 Central Hong Kong Road
Qingdao, China 266071
Telephone: 86 532 85026990 Fax : 86 532 85028662
Contact : Ms Lynn Liang
Lynn_liang@cn.nyklogistics.com

XIAMEN

Room 2201, The Banker Center
No. 189 Xiahe Road, Xiamen
Fujian, China
Telephone: 86 592 239 5192 Fax : 86 592 239 5093
Contact : Mr Aston Su
aston_su@cn.nyklogistics.com

FUZHOU

Rm 2513, Zhongyin Building, No. 136
Wusi Road, Fuzhou 350001
Telephone : 86 591 87854485 Fax : 86 591 87854489
Contact : Ms Tina Guo
Tina_guo@cn.nyklogistics.com

**Booking for Shenzhen and Huangpu should be sent to NYKL Hong Kong directly, where assistance will be provided in arranging shipments



CONTAINER LOADING PLAN - BIG LOTS STORES, INC. AND ITS AFFILIATES

To: **NYK Logistics** Consignee: _____
FM: (Shipper): _____ Consignee Address: _____
Shipper Address: _____

CONTAINER NO.	SEAL NO.	20	40	40 HRD	40HQ	45	VESSEL/VOYAGE NO.	CONTAINER DELIVERY DATE
PORT OF LOADING	PORT OF DISCHARGE	FINAL DESTINATION			SHIPPING ORDER NO.		LINER NAME	
SHIPPING MARKS	CUST. P.O. NO.	SKU NO.	DESCRIPTION OF GOODS			HTS# (if any)	QTY	CARTONS CBM. KGS.
TOTAL:								

- 1. Please submit one Container Loading Plan per container.
- 2. HTS# is the Harmonized Tariff Schedule (same as Tariff# listed in merchandise information sheet).
- 3. Please submit the Container Loading Plan with accurate details before the Container Loading Plan cutoff time. Any missing or incomplete information will result in either cargo detention at the loading port or be rejected by U.S. Customs.

Example of Document Cutoff Timeline for CY (Factory Load) Cargo

(REVISED 5.24.05)

(1) Carrier's CY Accepting Date	(2) NYK CLP Cutoff Date	(3) Carrier's SI Cutoff Date	(4) Carrier's CY Cutoff Date	(5) ETA Yantian	(6) ETD Yantian
-8	-7	-5	-3	-2	0
18-Jan	20-Jan	21-Jan	23-Jan	24-Jan	26-Jan
Sunday	Tuesday	Wednesday	Friday	Saturday	Monday
	-2	-1	0		

- (1) Carrier's CY Accepting Date 18-Jan Container starts accepting Laden Containers for export to USA at Yantian CY
- (2) NYK CLP Cutoff Date 20-Jan Vendor must submit CLP (Container Load Plan) to NYK
- (3) Carrier's SI Cutoff Date 22-Jan NYK must submit SI (Shipping Instruction) to Carrier
- (4) Carrier's CY Cutoff Date 24-Jan Vendor must delivery Laden Container to carrier's CY for export to USA
- (5) ETA Yantian 25-Jan Container vessel arrives the Yantian port
- (5) ETD Yantian 26-Jan Container vessel departs Yantian for export to USA

Three Cutoff Dates

- (2) NYK CLP Cutoff Date NYK CLP Cutoff Date is 2 days prior to Carrier's SI Cutoff Date
- (3) Carrier's SI Cutoff Date Carrier's SI Cutoff Date is normally 3 days prior to Vessel ETA (Estimated Time Arrival)
- (4) Carrier's CY Cutoff Date Carrier's CY Cutoff Date is normally 1-2 day prior to vessel ETD (Estimated Time of Departure)

Document Delay Notice



**** DOCUMENT DELAY NOTICE ****

BIG LOTS STORES, INC.

(Pakistan Shipment)

Ref. no. _____

Date: _____

Messers: _____

1st DDN Send _____

2nd DDN Send _____

3rd DDN Send _____

Dear Sir/Madam;

Further to our telephone conversation with you Mr./Miss _____ on _____ regarding the delay of document. You are requested to submit **NYKL (ORIGIN)**, within **24 hours** after this notice is served, with all shipping documents of the following shipments already effected **2 days ago**. If any reason exists for further delay, please describe on this paper and return to the writer.

Vessel/Voyage	Sailing Date	P.O. # / Stock #	Pkgs	Reasons

In the event you fail to supply the above mentioned document within 3 days after vessel sailed, or to advise us of any reasonable reason of delay explained, the following Delayed Document Fees will be charged to you.

Days following sailing:	6-7 days	8-9 days	10 days +
Fee:	US\$50/set equivalent	US\$56/set equivalent	US\$63/set equivalent

These fees are charged for the extra expenses plus other administrative expenses including extra communication expenses for sending delay notice(s). Please ignore this notice if the above document has been already sent. Thank you for your attention.

Very truly yours,



NYK Logistics

e-Booking Registration Form

Please complete this form and forward to nlhk_biglots@hk.nyklogistics.com

If available, please provide Big Lots PO number _____ for our internal reference

Consignee Big Lots Stores, Inc.	Internal Use Only Vendor Code:
Company Information - <i>To be declared as the shipper of booking.</i> <u>Company Name:</u> <u>Address 1:</u> <u>Address 2:</u> <u>City:</u> <u>State:</u> <u>Country:</u>	
Administrative User Information – <i>Manages organization's User profile and passwords information.</i> <u>Login ID:</u> <u>Full Name:</u> <u>Phone Number:</u> <u>Fax Number:</u> <u>Email Address:</u>	
Additional User Information – <i>Responsible for performing eBooking operation.</i> <u>Login ID:</u> <u>Full Name:</u> <u>Phone Number:</u> <u>Fax Number:</u> <u>Email Address:</u>	
Additional User Information – <i>Responsible for performing eBooking operation.</i> <u>Login ID:</u> <u>Full Name:</u> <u>Phone Number:</u> <u>Fax Number:</u> <u>Email Address:</u>	
Additional User Information – <i>Responsible for performing eBooking operation.</i> <u>Login ID:</u> <u>Full Name:</u> <u>Phone Number:</u> <u>Fax Number:</u> <u>Email Address:</u>	

Private and Confidential – For Internal Use Only



GLOBAL SOURCING DEPARTMENT

300 Phillipi Road
P.O. Box 28512
Columbus, Ohio 43228-0512 U.S.A.
Phone (614) 278-6800
Fax (614) 278-6475

IMPORTER'S BLANKET STATEMENT of NON-REIMBURSEMENT ANTI- DUMPING DUTIES

Effective Date:	Immediate
Importer of Record:	Big Lots Stores, Inc. 300 Phillipi Road Columbus, OH 43228
I.R.S.:	#31-1186811-00
Manufacturer:	Various
Antidumping Case:	_____

I hereby certify that I have not entered into any agreement or understanding for the payment or for the refunding to me, by the manufacturer, producer, seller or exporter of all or any part of the anti-dumping duties assessed upon all shipments of candles from China, which have been and/or will be imported by this company.

I further certify that the U.S. Customs Service will be notified if there is any reimbursement of dumping duties by the manufacturer, producer, seller or exporter to the importing company at any time in the future.

Failure to file this certificate prior to liquidation will result in the presumption of reimbursement and assessment of double anti-dumping duties.

VP Global Sourcing
Big Lots Stores, Inc

**STATEMENT REGARDING THE IMPORTATION OF RADIO FREQUENCY DEVICES CAPABLE OF
CAUSING HARMFUL INTERFERENCE**

(Read instructions before completing form. Please type or print clearly in ink.)

Part I - All Blocks MUST Be Completed				
Date of Entry	Entry Number	Port of Entry ¹	Harmonized Tariff Number ²	Quantity of Item (not number of containers) ³
Device Model/Type Name or #	Trade Name	FCC ID	Description of Equipment	
Manufacturer's Name and Address		Consignee's Name and Address		Importer's Name and Address
Printed or Typed Name of Importer or Consignee			Signature of Importer or Consignee	Date (Month/Day/Year)

Warning: Any person who knowingly makes a false declaration may be fined not more than \$250,000 or imprisoned not more than 5 years, or both, pursuant to 18 U.S.C. § 1001.

Part II - With Regard to the Importation of the Described Radio Frequency Device(s), I DECLARE THAT: (Place an "X" in only one box)	
<input type="checkbox"/>	1. The FCC has issued a grant of equipment authorization for the FCC ID listed above.
<input type="checkbox"/>	2. An FCC grant of equipment authorization and an FCC ID are not required, but the equipment complies with FCC technical requirements.
<input type="checkbox"/>	3. The described equipment is being imported in limited quantities for testing and evaluation for compliance with technical requirements or marketing suitability. The equipment will not be offered for sale or otherwise marketed. (See Instructions)
<input type="checkbox"/>	4. The described equipment is being imported in limited quantities for demonstration at industry trade shows and will not be offered for sale or otherwise marketed. (See Instructions)
<input type="checkbox"/>	5. The described equipment is being imported solely for export. It will not be offered for sale or otherwise marketed in the U.S.
<input type="checkbox"/>	5(a). The described equipment is a non-U.S. standard cellular phone that can only function outside of the U.S. (See Instructions)
<input type="checkbox"/>	6. The described equipment is being imported for use exclusively by the U.S. Government.
<input type="checkbox"/>	7. Three or fewer radio receivers, computers, or other unintentional radiators as defined in Part 15 of the FCC Rules, are being imported for an individual's personal use and are not intended for sale.
<input type="checkbox"/>	8. The described equipment is being imported for repair and will not be offered for sale or otherwise marketed.

1. Port of Entry Use Schedule D – Classification of U.S. Customs Districts and Ports for U.S. Foreign Trade Statistics – a four digit code i.e., New York City, NY 1001.
2. Harmonized Tariff Number – Harmonized Tariff Schedule of the United States.
3. This quantity must be total number of items, not number of containers.

INSTRUCTIONS FOR COMPLETION OF FCC FORM 740

This form must be completed for each radio frequency device, as defined in 47 U.S.C. 302 and 47 C.F.R. 2.801, which is imported into the Customs territory of the United States. The original shall be filed with the U.S Customs Service on or before the date the shipment is delivered to a U.S. port of entry.

The completed form must accompany each such entry.

The following are typical examples of devices that require the use of FCC Form 740: radio and TV receivers, converters, transmitters, transmitting devices, radio frequency amplifiers, microwave ovens, industrial heaters, ultrasonic equipment, transceivers, and computers.

Marketing, as used in this form (and 47 C.F.R. 2.1201 et seq.), means sale or lease (including advertising for sale or lease, or display at a trade show) or import, ship or distribute for the purpose of selling or leasing or offering for sale or lease.

Limited quantities, as used in this form, are the number specified in 47 C.F.R. 2.1204(a)(3). Waivers of this limit are infrequently granted but may be requested from the FCC office listed in 47 C.F.R. 2.1204(a)(3)(iii). Written waiver requests must contain specific information required by that office.

Equipment imported for test, evaluation or display (see import conditions 3 or 4 of Part II of this form) may not be marketed (sold or leased, offered for sale or lease, advertised, etc.). Display of this equipment must include markings clearly indicating that the device(s) are not eligible for sale. See 47 C.F.R. 2.803 for details regarding this labeling.

Wireless telephony devices that do not have a FCC grant of equipment authorization must either comply with 47 C.F.R. 2.1204(a)(5) or 47 C.F.R. 2.803(a)(2) (e.g., Verification or Declaration of Conformity is required).

The identification (company name and model number/FCC ID) of the radio frequency device specified on the front of this form must be identical to the company name and model number/FCC ID inscribed on the device. If the device being imported requires an equipment authorization to be issued by the FCC (e.g., Certification), it is important that the name of the company, description of the device and FCC ID specified on the grant of equipment authorization agree exactly with the same information shown on the front of this form. Any discrepancy between the information on this form and the FCC grant of equipment authorization may result in unnecessary delays, additional expense, or enforcement action.

FCC Form 740 may be reproduced provided the following conditions are met (see 47 C.F.R. 0.409, Commission Policy on Private Printing of FCC Forms.) Some of the conditions are listed below:

1. That private companies reproducing the form use a printing process resulting in a product that is comparable to the original document;
2. That private companies reproducing the form refrain from including therein or attaching thereto any advertising matter or deleting any material from the form;
3. That private companies reproducing the form exercise care that the form being reproduced or distributed is the current edition presently used by the FCC for the type of application involved: such private company to be advised that, though the Commission will endeavor to keep the public advised of revisions of the form, it cannot assume responsibility to the extent of eliminating any element or risk against overstocking, etc.

PAPERWORK REDUCTION ACT STATEMENT AND PRIVACY ACT STATEMENT

The solicitation of information requested on this form is authorized by the Communications Act of 1934, as amended. The information collected will be used to ascertain whether equipment authorization is required, and if so, whether or not it has been granted. If all the information is not provided the importation of this or other shipments may be delayed or prevented. Accordingly, every effort should be made to provide all necessary information. Your response is required to obtain a benefit.

Public reporting for this collection of information is estimated to average .04 seconds per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, should be sent to the Federal Communications Commission, Performance and Evaluations and Records Management, Washington, DC 20554, Paperwork Reduction Project (3060-0059) DO NOT SEND COMPLETED FORMS TO THIS ADDRESS. Individuals are not required to respond to a collection of information unless it displays a currently valid OMB control number.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P.L. 93-579, DECEMBER 31, 1974, 5 U.S.C. 552A(E)(3), AND THE PAPERWORK REDUCTION ACT OF 1995, P.L. 104-13, OCTOBER 1, 1995, 44 U.S.C. 3507.

FCC Form 740 instructions – Page 2

March 2004

DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLIC HEALTH SERVICE FOOD AND DRUG ADMINISTRATION DECLARATION FOR IMPORTED ELECTRONIC PRODUCTS SUBJECT TO RADIATION CONTROL STANDARDS		Form Approved OMB No. 0910-0025 Expiration Date: 11/30/2003 INSTRUCTIONS 1. If submitting entries electronically through ACS/ABI, hold FDA-2877 in entry file. Do not submit to FDA unless requested. 2. If submitting paper entry documents, submit the following to FDA: a. 2 copies of Customs Entry Form (e.g. CF 3461, CF 3461 Alt, CF 7501, etc.) b. 1 copy of FDA 2877 c. Commercial Invoice(s) in English.	
U.S. CUSTOMS PORT OF ENTRY		ENTRY NUMBER	DATE OF ENTRY
NAME & ADDRESS OF MANUFACTURING SITE; COUNTRY OF ORIGIN		NAME & ADDRESS OF IMPORTER & ULTIMATE CONSIGNEE (if not importer)	
PRODUCT DESCRIPTION	QUANTITY (Items/Containers)	MODEL NUMBER(S) & BRAND NAME(S)	
DECLARATION: I / WE DECLARE THAT THE PRODUCTS IDENTIFIED ABOVE: (Mark X applicable statements, fill in blanks, & sign)			
<input type="checkbox"/> A. ARE NOT SUBJECT TO RADIATION PERFORMANCE STANDARDS BECAUSE THEY: <input type="checkbox"/> 1. Were manufactured prior to the effective date of any applicable standard; Date of Manufacture _____ <input type="checkbox"/> 2. Are excluded by the applicability clause or definition in the standard or by FDA written guidance. Specify reason for exclusion: _____ <input type="checkbox"/> 3. Are personal household goods of an individual entering the U.S. or being returned to a U.S. resident. (Limit: 3 of each product type). <input type="checkbox"/> 4. Are property of a party residing outside the U.S. and will be returned to the owner after repair or servicing. <input type="checkbox"/> 5. Are components or subassemblies to be used in manufacturing or as replacement parts (NOT APPLICABLE to diagnostic x-ray parts). <input type="checkbox"/> 6. Are prototypes intended for on going product development by the importing firm, are labeled "FOR TEST/EVALUATION ONLY," and will be exported, destroyed, or held for future testing (i.e., not distributed). (Quantities Limited - see reverse.) <input type="checkbox"/> 7. Are being reprocessed in accordance with P.L. 104-134 or other FDA guidance, are labeled "FOR EXPORT ONLY," and will not be sold, distributed, or transferred without FDA approval.			
<input type="checkbox"/> B. COMPLY WITH THE PERFORMANCE STANDARDS WHICH ARE APPLICABLE AT DATE OF MANUFACTURE AND THAT A CERTIFICATION LABEL OR TAG TO THIS EFFECT IS AFFIXED TO EACH PRODUCT. COMPLIANCE DOCUMENTED IN: <input type="checkbox"/> 1. Last annual report or Product/Initial report ACCESSION NUMBER of Report _____ Name of MANUFACTURER OF RECORD (Filed report with FDA/CDRH) _____ <input type="checkbox"/> 2. Unknown manufacturer or report number; State reason: _____			
<input type="checkbox"/> C. DO NOT COMPLY WITH PERFORMANCE STANDARDS; ARE BEING HELD UNDER A TEMPORARY IMPORT BOND; WILL NOT BE INTRODUCED INTO COMMERCE; WILL BE USED UNDER A RADIATION PROTECTION PLAN; AND WILL BE DESTROYED OR EXPORTED UNDER U.S. CUSTOMS SUPERVISION WHEN THE FOLLOWING MISSION IS COMPLETE: <input type="checkbox"/> 1. Research, Investigations/Studies, or Training (attach Form FDA 766) <input type="checkbox"/> 2. Trade Show/Demonstration; List dates & use restrictions _____			
<input type="checkbox"/> D. DO NOT COMPLY WITH PERFORMANCE STANDARDS; ARE HELD AND WILL REMAIN UNDER BOND; AND WILL NOT BE INTRODUCED INTO COMMERCE UNTIL NOTIFICATION IS RECEIVED FROM FDA THAT PRODUCTS HAVE BEEN BROUGHT INTO COMPLIANCE IN ACCORDANCE WITH AN FDA APPROVED PETITION. (See Form FDA 766.) <input type="checkbox"/> 1. Approved Petition is attached. <input type="checkbox"/> 2. Petition Request is attached. <input type="checkbox"/> 3. Request will be submitted within 60 days.			
WARNING: Any person who knowingly makes a false declaration may be fined not more than \$10,000 or imprisoned not more than 5 years or both, pursuant to Title 18 U.S.C. 1001. Any person importing a non-compliant electronic product may also be subject to civil penalties of \$1000 per violation, up to a maximum \$300,000 for related violations pursuant to Title 21 U.S.C. 360pp.		SIGNATURE OF IMPORTER OF RECORD _____ NAME AND TITLE OF RESPONSIBLE PERSON _____	
Public reporting burden for this collection of information is estimated to average 0.2 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Food and Drug Administration CDRH (HFZ-342) 2094 Gaither Road Rockville, MD 20850 <i>An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.</i>			

INSTRUCTIONS TO IMPORTERS/BROKERS OF ELECTRONIC PRODUCTS

PURPOSE: The Form FDA 2877 must be completed for electronic products subject to Radiation Control Standards (21 CFR 1010 and 1020-1050) prior to entry into the United States. The local Food and Drug Administration (FDA) district office will review the declaration and notify the importer/agent if the products may be released into U.S. commerce or if they must be held under bond until exported, destroyed, or reconditioned. Until the shipment is released, it may be subject to redelivery for FDA examination.

PAPER OR ELECTRONIC SUBMISSION: Paper entries may be made by submitting the signed original FDA 2877 along with U.S. Customs forms to the local FDA district office; if electronic products are given a MAY PROCEED, a signed copy of CF 3461 will be returned, or if not given a MAY PROCEED, a FDA Notice of Action will be issued. For electronic entries, follow U.S. Customs Service ACS/ABI format and procedures, supported by a signed copy of this form or similar letter. Multiple entries of the same product and model families that are filed electronically may be supported by one form dated not more than 12 months previously.

DECLARATION: Select A, B, C, or D and then select the appropriate number; fill in requested information and sign. For electronic entries, AofC (affirmation of compliance) = RA#, RB#, RC#, or RD# (e.g., Radiation Declaration A5 = RA5). **Transmit model number using AofC code MDL and transmit brand name using FDA line level brand name field. If RA3 or RA6 is selected, you must transmit quantity (number of units) using the Quantity and Unit of Measure Pairs at the FDA line level.**

DECLARATION A: Importers should be prepared to demonstrate compliance to or non-applicability of FDA standards, regulations, or guidance. Components or sub-assemblies must be non-functioning. Products being reprocessed must be exported by the importer, without intermediate transfer of ownership. For RA3 the quantity limit is 3 and for RA6 the limit = 50 units TV products, microwave ovens, and Class 1 laser products limit = 200 units CD-ROM and DVD (digital versatile disc) laser products; see May 14, 1997, notice to industry issued by the Center for Devices and Radiological Health (CDRH).

DECLARATION B: If declaration RB1 is selected, provide the FDA Establishment Identifier (FEI) of the manufacturer who filed the radiation product/abbreviated report to FDA, CDRH, Rockville, Maryland. To transmit the accession number of that report use AofC code ACC. If the manufacturer cannot be determined or located, the importer must be able to provide evidence showing a certification (certifi.) label on each product and state reason: returned to orig exporter or certifi. label evidence. The new AofC codes (RB1, RB2) for this declaration will not be activated until a process is made available to determine the FEI of the responsible firm. Continue to use RAB in electronic transmission until the FEI query is available and industry is notified of its availability.

DECLARATION C: Noncompliant products may be imported only for research, investigations/studies, demonstration or training. They should be used only by trained personnel and under controlled conditions to avoid unnecessary radiation exposure. Product(s) will be detained by the local FDA district office. Since product(s) for which "C" Declarations are made will be under Temporary Import Bond (TIB) or equivalent, ultimate disposition is limited to export or destruction under U.S. Customs supervision when the purpose has been achieved or the length of time stated has expired. For purposes other than demonstration, the Form FDA 766, outlining protections, must be approved by FDA prior to use. The importer/broker must include with the FDA 766:

1. A full description of the subject electronic product(s).
2. The purpose for which the product(s) is being imported.
3. How the product(s) will be used.
4. Where the product(s) will be located.
5. The approximate length of time and dates the product(s) will be in this country.

For product(s) being used for trade shows/demonstrations, list the dates and use restrictions (Form FDA 766 is not required). A sign stating that the product does not comply with FDA performance standards must be displayed and viewable at all times during the use of product(s). All medical products, cabinet x-ray, or Class IIb and IV lasers may NOT operate (turn on product(s)) at trade shows.

DECLARATION D: Noncompliant products must be brought into compliance with standards under FDA supervision and following a plan approved by FDA. The plan, documented on the Form FDA 766, must address technical requirements, labeling, and reporting. Some plans may need approval by both the CDRH and the local FDA district office. Use of this declaration is limited to occasional shipments; ongoing reconditioning is considered manufacturing that is handled through other means. Product(s) will be detained by the local FDA district office. An FDA 766 must be filed indicating the procedure intended to bring the product into compliance. This procedure will include a satisfactory corrective action plan and/or a product report. The FDA 766 must include all of the information requested under Declaration C. The approximate length of time will be for the amount of time needed to bring product(s) into compliance. Declaration D is also made for failure to provide reports, failure to certify, etc.

If an importer/broker intends to import equipment into the United States for purposes of research, investigation, studies, demonstrations, or training but also wishes to retain the option of bringing the product into compliance with the performance standard, check Declarations C and D on the FDA 2877 and insert the word "or" between the Affirmations. Note: The U.S. Customs Service will treat this entry as a "D" Declaration for purposes of duty. Such requests must be made on the FDA 766; include Items 1, 2, and 3 under Declaration C, a statement of the need to use the option "C" or "D" Declaration, a statement of how the product(s) will be brought into compliance and the approximate length of time necessary to evaluate or demonstrate the product(s) and the time necessary to bring the product(s) into compliance (both actions must be accomplished within the period of time granted by FDA). For electronic entries select Declaration RD3.

Ultimately, product(s) must be brought into compliance with the applicable standard in accordance with a corrective action plan which has been approved by the FDA. If the product(s) are not brought into compliance within the allotted time frame of the approved application and an extension is not requested of, or granted by, the FDA, the local FDA district office shall refuse entry on the shipment and require the product(s) to be either exported or destroyed under U.S. Customs supervision.

If additional guidance is needed, please contact your local FDA district office or consult the following FDA web pages: www.fda.gov/cdrh, www.fda.gov/ora/hier/ora_field_names.txt, and www.fda.gov/ora/compliance_ref/rpm_new2/contents.html.

[Ref: 21 U.S.C. 360mm, 21 CFR 1005, 19 CFR 12.90-12.91.]

FDA: CP 7382.007/.007A

DEPARTMENT OF HEALTH AND HUMAN SERVICES FOOD AND DRUG ADMINISTRATION				1. REGISTRATION NUMBER		FORM APPROVED: OMB No. 0910-0387 EXPIRATION DATE: April 30, 2008																											
REGISTRATION OF DEVICE ESTABLISHMENT				2. OWNER/OPERATOR NUMBER		VALIDATION (FDA USE ONLY)																											
Submit an original copy. Please do not mail the instruction pages with your form (this page only). Return form to: Food and Drug Administration Center for Devices & Radiological Health, HFZ-308 8200 Corporate Blvd. Rockville, MD 20850-4015				6. REASON FOR UPDATE (check all that apply) <input type="checkbox"/> 6.1 Establishment Name Change <input type="checkbox"/> 6.2 Establishment Type Change (deletion or addition) <input type="checkbox"/> 6.3 Establishment Address Change - Merged with Other Establishment <input type="checkbox"/> 6.4 Establishment Address Change - Moved to New Location <input type="checkbox"/> 6.5 Official Correspondent Name/Address Change <input type="checkbox"/> 6.6 U.S. Agent Change <input type="checkbox"/> 6.7 Owner/Operator Name/Address Change - Same Company New Name or Address <input type="checkbox"/> 6.8 Owner/Operator Change - Sold Establishment <input type="checkbox"/> 6.9 Out of Business <input type="checkbox"/> 6.10 No Longer a Device Establishment <input type="checkbox"/> 6.11 In Production <input type="checkbox"/> 6.12 Trade Name or Establishment URL Change				7. Establishment Types (check all that apply) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Add</td> <td style="width: 50%; text-align: center;">Delete</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> 7.1 Contract Manufacturer</td> <td style="text-align: center;"><input type="checkbox"/> 7.1 Contract Manufacturer</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> 7.2 Contract Sterilizer</td> <td style="text-align: center;"><input type="checkbox"/> 7.2 Contract Sterilizer</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> 7.3 Foreign Exporter</td> <td style="text-align: center;"><input type="checkbox"/> 7.3 Foreign Exporter</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> 7.4 Initial Distributor/Importer</td> <td style="text-align: center;"><input type="checkbox"/> 7.4 Initial Distributor/Importer</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> 7.5 Manufacturer</td> <td style="text-align: center;"><input type="checkbox"/> 7.5 Manufacturer</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> 7.6 Remanufacturer</td> <td style="text-align: center;"><input type="checkbox"/> 7.6 Remanufacturer</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> 7.7 Repackager/Relabeler</td> <td style="text-align: center;"><input type="checkbox"/> 7.7 Repackager/Relabeler</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> 7.8 Reprocessor of Single Use Devices</td> <td style="text-align: center;"><input type="checkbox"/> 7.8 Reprocessor of Single Use Devices</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> 7.9 Specification Developer</td> <td style="text-align: center;"><input type="checkbox"/> 7.9 Specification Developer</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> 7.10 U.S. Manufacturer of Export Only Devices</td> <td style="text-align: center;"><input type="checkbox"/> 7.10 U.S. Manufacturer of Export Only Devices</td> </tr> </table>				Add	Delete	<input type="checkbox"/> 7.1 Contract Manufacturer	<input type="checkbox"/> 7.1 Contract Manufacturer	<input type="checkbox"/> 7.2 Contract Sterilizer	<input type="checkbox"/> 7.2 Contract Sterilizer	<input type="checkbox"/> 7.3 Foreign Exporter	<input type="checkbox"/> 7.3 Foreign Exporter	<input type="checkbox"/> 7.4 Initial Distributor/Importer	<input type="checkbox"/> 7.4 Initial Distributor/Importer	<input type="checkbox"/> 7.5 Manufacturer	<input type="checkbox"/> 7.5 Manufacturer	<input type="checkbox"/> 7.6 Remanufacturer	<input type="checkbox"/> 7.6 Remanufacturer	<input type="checkbox"/> 7.7 Repackager/Relabeler	<input type="checkbox"/> 7.7 Repackager/Relabeler	<input type="checkbox"/> 7.8 Reprocessor of Single Use Devices	<input type="checkbox"/> 7.8 Reprocessor of Single Use Devices	<input type="checkbox"/> 7.9 Specification Developer	<input type="checkbox"/> 7.9 Specification Developer	<input type="checkbox"/> 7.10 U.S. Manufacturer of Export Only Devices	<input type="checkbox"/> 7.10 U.S. Manufacturer of Export Only Devices
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8. ESTABLISHMENT (No P.O. Boxes) Business Name Number & Street City State ZIP Code Country				10. U.S. AGENT NAME AND ADDRESS (Foreign Establishments Only) Same as Official Correspondent? <input type="checkbox"/> Yes <input type="checkbox"/> No (If No, List Individual's Name, Title, Business Name, Number & Street, City, State, ZIP code.) No P.O. Boxes. The U.S. Agent must either reside in the U.S. or maintain a place of business there. Name Title Business Name Number & Street City State ZIP Code																													
9. OFFICIAL CORRESPONDENT (Name of Individual is required) Reason for OC Name Change (see instructions): Name Title Business Name Number & Street City State ZIP Code Country				10.1 EMAIL 10.2 PHONE NO. IN U.S. (Phone no. should include area code) 10.3 FAX NO. IN U.S. (FAX no. should include area code)																													
11. OWNER/OPERATOR (No P.O. Boxes) Business Name Number & Street City State ZIP Code Country				12. OTHER BUSINESS TRADING NAMES 13.1 PRINTED NAME (Mr., Miss., Mrs., Ms., Dr.) 13.2 TITLE																													
13. SIGNATURE OF OFFICIAL CORRESPONDENT 14. ESTABLISHMENT'S URL (Optional):				FOR OFFICIAL USE ONLY O / W / P / Y																													

Instructions for Completing FDA Form 2891: Registration of Device Establishment - All information submitted must be in English. Submit a signed original copy.

Item 1. Registration Number - Fill in if a registration number has been previously assigned by the Food and Drug Administration (FDA). Leave this space blank if no registration number has been issued. FDA will assign a registration number after processing and provide this to the official correspondent.

Item 2. Owner/Operator Number - Fill in if an owner/operator Identification (I.D.) number has been previously issued by the FDA. Leave this space blank if I.D. number has been issued. FDA will assign an I.D. number after processing and provide this to the official correspondent.

Item 3. Today's date - Enter the month, day, and year the form is completed using a MM/DD/YYYY date format.

Item 4. Type of registration:

4.1 Initial - Check this if it is the first time you are registering this establishment. If you are required to list, the initial registration form must be submitted with the initial listing form, and in the case of a foreign establishment, the United States agent information (Item #10). If the information is not submitted together, the initial registration form will not be accepted.

4.2 Update - Check this box if the form is being submitted to indicate changes in registration information that you have already submitted to the FDA. Only fill in the section/items that have changed and items 1 and 2.

4.3 Preproduction - Check this if you will not start producing medical devices for at least 3 months. You must notify FDA when you start producing medical devices. If the establishment does not notify the Center for Devices and Radiological Health (CDRH) that it has begun an activity that requires registration within 6 months, the preproduction registration form will then be archived without further processing. You are not officially registered until you have notified FDA of your active status by submitting an update FDA 2891, and checking box 6.11, In Production.

Item 5. Required to Submit Listing - Check Yes or No. If No, explain why you are not required to list.

Who Must List - An owner/operator of an establishment not exempt under 21 CFR 807.85 who is engaged in the manufacture, preparation, propagation, compounding, assembly or processing of a medical device intended for commercial distribution (marketing) is required to list its establishment on form FDA 2891 within 90 days of entering the device into commercial distribution in the U.S. This includes manufacturers, foreign exporters and U.S. manufacturers of export only devices.

Domestic contract manufacturers and sterilizers that commercially distribute their devices must register and list their devices. Except in unique circumstances, initial distributors are the only establishment type not required to list.

Item 6. Reason for Update - Only fill this item out if type of registration is Update. Check all that apply.

6.1 Establishment Name Change - A change in the establishment name.

6.2 Establishment Type Change - A change in the types of activities which require registration as a medical device establishment (see Item 7 - Establishment Types).

6.3 Establishment Address Change - Merged with Other Establishment - Indicates establishment has merged with another establishment, and the new company is located at a different address from this registration.

6.4 Establishment Address Change - Moved to New Location - Change in the establishment address due only to a physical relocation.

6.5 Official Correspondent Name/Address Change - Any change in the Official Correspondent information, including name and address.

6.6 U.S. Agent Change - Any change in the US Agent information, including name and address.

6.7 Owner/Operator Name/Address Change - Same Company New Name or Address - Indicates only a new name and address for Owner/Operator, but establishment remains under same ownership.

6.8 Owner/Operator Change - Sold Establishment - Indicates Owner/Operator has changed because establishment sold to another firm.

6.9 Out of Business - The establishment has ceased to exist as an identifiable organization.

6.10 No Longer a Device Establishment - The establishment is no longer engaged in activities which require it to be registered as a medical device establishment, but the establishment is still in existence for other activities or purposes.

FORM FDA 2891 (7/05)

6.11 In Production - Notification that an establishment has gone from a "pre-production" status to an "in production" status.

6.12 Trade Name or Establishment URL Change - Any change in the Other Business Trading Names or the Establishment's URL.

Item 7. Establishment Types - You should only select the establishment types that apply to the operations performed at the establishment you are registering. Check all that apply to the establishment.

7.1 Contract Manufacturer - Manufactures a finished device to another establishment's specifications and puts device in commercial distribution.

7.2 Contract Sterilizer - Provides a sterilization service for another establishment's devices and puts the devices in commercial distribution.

7.3 Foreign Exporter - Exports or offers for export to the United States (U.S.), a device manufactured or processed by another individual, partnership, corporation or association in a foreign country, including devices originally manufactured in the United States. A foreign exporter must have an establishment address outside the U.S.

7.4 Initial Distributor/Importer - Takes first title to devices imported into the U.S. An Initial Distributor must have a U.S. address.

7.5 Manufacturer - Makes by chemical, physical, biological or other procedures, any article that meets the definition of "device" in Section 201(h) of the Federal Food, Drug, and Cosmetic (FD&C) Act.

7.6 Remanufacturer - Processes, conditions, renovates, restores, or does any other act to a finished device that significantly changes the finished device's performance or safety specifications, or in any way changes the intended use.

7.7 Repackager - Packages finished devices from bulk or repackages devices made by a manufacturer into different containers (excluding shipping containers).

Relabeler - Changes the content of the labeling from that supplied from the original manufacturer for distribution under the establishment's own name. A relabeler does not include establishments that do not change the original labeling but merely add their own name.

7.8 Reprocessor of Single Use Devices - Performs remanufacturing operations on a single use device.

7.9 Specification Developer - Develops specifications for a device that is distributed under the establishment's own name but performs no manufacturing operations on the device. This includes establishments that in addition to developing specifications also arrange for the manufacturing of devices labeled with another establishment's name by a contract manufacturer.

7.10 U.S. Manufacturer of Export Only Devices - Manufactures medical devices that are not sold in the U.S. and are manufactured solely for export to foreign countries.

Item 8. Establishment Name and Address:

Name - Enter the legal name of the establishment conducting the regulated activity.

Address - Number and Street - Enter the number and street at which the registering establishment is located. Do NOT use postal box or rural route numbers.

Domestic Establishments:

City - Enter the city in which the establishment is located.

State - Enter the two-character state code of the U.S. Postal Service for the state, territory, or possession.

ZIP Code +4 - Enter the U.S. postal ZIP code +4 (if known).

Foreign Establishments:

Foreign State - Enter the foreign state (i.e., province, prefecture, region, territory) names in which the establishment is located.

Postal Code - Enter the foreign country postal code.

Foreign Country Name - Enter the full foreign country name.

(Continued on next page)

Instructions for Completing FDA Form 2891: Registration of Device Establishment - All information submitted must be in English. Submit a signed original copy.

(Continued from previous page)

Item 9. Official Correspondent Name and Address:

Reason for OC Name Change - Briefly state why the OC Name is changing, e.g., OC left company, OC deceased, new owner had changed OC, OC moved onto new position in company.

Name - Enter the name of the individual designated as the official correspondent for registration and listing purposes.

Business Name - Enter the name of the establishment, owner or operator, or other place of business, with which the official correspondent is associated.

Address - Number and Street - Enter the number and street or post office box of the official correspondent's place of business. A post office box number is acceptable.

Domestic Correspondents:

City - Enter the city in which the official correspondent is located.

State - Enter the two-character state code of the U.S. Postal Service for the state, territory, or possession.

ZIP Code +4 - Enter the U.S. postal ZIP Code +4 (if known).

Foreign Correspondents:

Foreign State - Enter the foreign state (i.e., province, prefecture, region, territory) names in which the establishment is located.

Postal Code - Enter the foreign country postal code.

Foreign Country - Enter the full foreign country name.

9.1 Email - Enter the email address of the official correspondent (NO generic accounts, must be OC's own account).

9.2 Phone Number - Include country, city, area code, number and extension.

9.3 Fax Number - Include country, city, area code, and number.

Item 10. U.S. Agent Name and Address - The United States agent must either reside in the U.S. or maintain a place of business in the U.S. If the U.S. agent is also the Official Correspondent, check yes and you do not need to provide the address information but make sure that there is a U.S. phone and fax number. If the U.S. agent is a different person then check no and fill in the following information:

Individual's Name - Enter the name of the individual designated as the U.S. agent.

Agent's Title - Print/type the title of the U.S. agent.

Business Name - Enter the name of the place of business with which the U.S. agent is associated.

Number and Street - Enter the number and street of the U.S. agent's place of business. A post office box number is NOT acceptable.

City - Enter the city in which the U.S. agent is located.

State - Enter the two-character state code of the U.S. Postal Service for the state, territory, or possession.

ZIP Code +4 - Enter the U.S. postal ZIP Code +4 (if known).

Public reporting burden for this collection of information is estimated to average .25 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the address to the right.

Food and Drug Administration
Center for Devices and Radiological Health (HFZ-308)
 9200 Corporate Blvd.
 Rockville, MD 20850-4015

An agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number.

FORM FDA 2891 (7/05)

DEPARTMENT OF HEALTH AND HUMAN SERVICES FOOD AND DRUG ADMINISTRATION DEVICE LISTING		Complete and Return Only the Original Form to: Please do not mail the instruction pages with your form. Food and Drug Administration Center for Devices & Radiological Health, HFZ-308 9200 Corporate Blvd., Rockville, MD 20850-4015		Form Approved: OMB No. 0910-0387 Expiration Date: April 30, 2008		1. TODAY'S DATE (mm/dd/yyyy) 07/03/2006	
NOTE: This form is authorized by Section 510 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 360). Failure to report this information is a violation of Section 301(p) of the Act (21 U.S.C. 331(p)). Persons who violate this provision may, if convicted, be subject to a fine or imprisonment or both. The submission of any report that is false or misleading in any material respect is a violation of Section 301(q)(2), (21 U.S.C. 331(q)(2)) and may be a violation of 18 U.S.C. 1001. An agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number.							
2. OWNER/OPERATOR NUMBER		4. REGISTRATION NUMBER					
3. OWNER/OPERATOR NAME (Business name)		5. ESTABLISHMENT NAME (Business name)					
NUMBER AND STREET		NUMBER AND STREET					
CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE		
FOREIGN STATE	POSTAL CODE	COUNTRY	FOREIGN STATE	POSTAL CODE	COUNTRY		
6. LISTING INFORMATION: Number of product codes you are going to list for this establishment:							
REASON FOR LISTING: <input type="checkbox"/> New Listing <input type="checkbox"/> Update to Device Already Listed <input type="checkbox"/> Delete Listing		REASON FOR LISTING: <input type="checkbox"/> New Listing <input type="checkbox"/> Update to Device Already Listed <input type="checkbox"/> Delete Listing					
PRODUCT CODE	PMA NUMBER	510(k) NUMBER	PRODUCT CODE	PMA NUMBER	510(k) NUMBER		
CLASSIFICATION NAME		CLASSIFICATION NAME					
PROPRIETARY NAME		PROPRIETARY NAME					
COMMON OR USUAL NAME		COMMON OR USUAL NAME					
PREVIOUS LISTING NUMBER	LISTING NUMBER	E442476	PREVIOUS LISTING NUMBER	LISTING NUMBER	E442477		
<input type="checkbox"/> Contract Manufacturer <input type="checkbox"/> Contract Sterilizer <input type="checkbox"/> Foreign Exporter	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Remanufacturer <input type="checkbox"/> Repackager/Relabeler	<input type="checkbox"/> Reprocessor of Single Use Devices <input type="checkbox"/> Specification Developer <input type="checkbox"/> U.S. Manufacturer of Export Only Devices	<input type="checkbox"/> Contract Manufacturer <input type="checkbox"/> Contract Sterilizer <input type="checkbox"/> Foreign Exporter	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Remanufacturer <input type="checkbox"/> Repackager/Relabeler	<input type="checkbox"/> Reprocessor of Single-use device <input type="checkbox"/> Specification Developer <input type="checkbox"/> U.S. Manufacturer of Export Only Devices		
REASON FOR LISTING: <input type="checkbox"/> New Listing <input type="checkbox"/> Update to Device Already Listed <input type="checkbox"/> Delete Listing		REASON FOR LISTING: <input type="checkbox"/> New Listing <input type="checkbox"/> Update to Device Already Listed <input type="checkbox"/> Delete Listing					
PRODUCT CODE	PMA NUMBER	510(k) NUMBER	PRODUCT CODE	PMA NUMBER	510(k) NUMBER		
CLASSIFICATION NAME		CLASSIFICATION NAME					
PROPRIETARY NAME		PROPRIETARY NAME					
COMMON OR USUAL NAME		COMMON OR USUAL NAME					
PREVIOUS LISTING NUMBER	LISTING NUMBER	E442478	PREVIOUS LISTING NUMBER	LISTING NUMBER	E442479		
<input type="checkbox"/> Contract Manufacturer <input type="checkbox"/> Contract Sterilizer <input type="checkbox"/> Foreign Exporter	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Remanufacturer <input type="checkbox"/> Repackager/Relabeler	<input type="checkbox"/> Reprocessor of Single Use Devices <input type="checkbox"/> Specification Developer <input type="checkbox"/> U.S. Manufacturer of Export Only Devices	<input type="checkbox"/> Contract Manufacturer <input type="checkbox"/> Contract Sterilizer <input type="checkbox"/> Foreign Exporter	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Remanufacturer <input type="checkbox"/> Repackager/Relabeler	<input type="checkbox"/> Reprocessor of Single Use Devices <input type="checkbox"/> Specification Developer <input type="checkbox"/> U.S. Manufacturer of Export Only Devices		
REASON FOR LISTING: <input type="checkbox"/> New Listing <input type="checkbox"/> Update to Device Already Listed <input type="checkbox"/> Delete Listing		REASON FOR LISTING: <input type="checkbox"/> New Listing <input type="checkbox"/> Update to Device Already Listed <input type="checkbox"/> Delete Listing					
SIGNATURE OF OFFICIAL CORRESPONDENT		8. TYPED OR PRINTED NAME		TITLE			

Instructions for Completing FDA Form 2892: Device Listing

All information must be in English. Submit a signed original copy.

Item 1. Today's date - Enter the month, day, and year the form is completed using a MM/DD/YYYY date format.

Item 2. Owner/Operator Number - Fill in if an owner/operator identification (I.D.) number has been previously issued by the FDA. Leave this space blank if no I.D. number has been issued. FDA will assign an I.D. number after processing and provide this to the official correspondent.

Item 3. Owner/Operator Name & Address - Name - Enter the business name of the corporation, subsidiary, affiliated company, or partnership that is the owner or operator of the registering establishment. Only enter the proprietor's name or an individual's name if no other business name exists. Address - See General Address instructions

Item 4. Registration Number - Fill in if a registration number has been previously assigned by the Food and Drug Administration (FDA). Leave this space blank if no registration number has been issued. FDA will assign a registration number after processing and provide this to the official correspondent.

Item 5. Establishment Name and Address - Name - Enter the legal name of the establishment conducting the regulated activity. Address - See General Address instructions.

Item 6. Number of product(s) that you are going to list for this establishment: Enter the number of product codes that you are now listing on this form. For each of the product codes fill in the following information:

Reason for the Listing: Check the appropriate box. Select only one.

Product Code: Enter the three letter product code that corresponds to the device name assigned to your device, or enter the three letter product code that appears on the 510(k) PMA label, after the word "Product Code". You may find the product code in the database, www.fda.gov/cdrh/productcode.html. If you cannot determine the product code, provide the 510(k) PMA or regulation number of the device. Do not confuse the product code with the seven digit regulation number assigned to the type of device classified in the Code of Federal Regulations, Parts 862-892.

All device types classified as exempt from the 510(k) requirements are subject to the limitations of exemptions. Limitations of device exemptions are found in the device classification chapters in 21 CFR xxx.9, where xxx is replaced with Parts 862-892 (e.g., 862.9, 864.9, etc.). It is your responsibility to ensure that you meet the exemption criteria and that your device does not exceed the limitations of exemption. If your device exceeds the limitations of exemption, you must submit a 510(k) PMA to the FDA. Do not state that your device may be commercially distributed in the U.S. prior to marketing your device.

PMA Number: Please enter the PMA number found on your Premarket Approval (PMA) letter.

510(k) Number: Please enter the 510(k) number found on your Substantial Equivalency (SE) letter.

Classification Name: Enter the classification name or device name for the generic category of the device. The name can be found in the on-line product classification database, www.fda.gov/productcode.html. DO NOT ENTER "NONE" OR "MULTIPLE" IN THIS BLOCK. If you are unable to determine your classification name, please leave this item blank and submit a copy of the device labeling and an explanation of the information on the labeling that you are submitting. If you are unable to determine the correct product code, or advise you of any further actions you may need to take.

Proprietary Name: Multiple brand names should be entered. FDA does not issue a separate medical device listing number for each brand name of your device.

Common or Usual Name: If more than one device is being listed under one classification name, enter a descriptive phrase which represents the group of devices, i.e., "Types of Holograms", or "X-ray Systems". If one or more devices represented by a classification name is labeled as "sterile", include the word sterile as part of the common or usual name, i.e., "Sterile and Non-Sterile Syringes".

Previous Listing Number: If this is an update to a previously listed device, please enter the Document Number that appears on the last Device Listing form you submitted for the same product code and establishment registration number.

Establishment Types: Check all that apply. You should only select the establishment type(s) that apply to the operations performed at the establishment you are registering. For example, if the establishment is a manufacturer and specifications developer, but only manufactures the listing device then only check manufacturer.

Please make sure that the codes you select match the establishment type(s) that are on file with FDA in the establishment's registration data. If FDA finds a mismatch, your form will not be processed until you update the establishment's registration data. The listing establishment types are defined as follows.

Contract Manufacturer - Manufactures a finished device to another establishment's specifications and puts device in commercial distribution.

Contract Sterilizer - Provides a sterilization service for another establishment's devices and puts the devices in commercial distribution.

Foreign Exporter - Exports or offers for export to the United States (U.S.), a device manufactured or processed by another individual, partnership, corporation or association in a foreign country, including devices originally manufactured in the United States. A foreign exporter must have an establishment address outside the U.S.

Manufacturer - Makes by chemical, physical, biological or other procedures, any article that meets the definition of "device" in Section 201(h) of the Federal Food, Drug, and Cosmetic (FD&C) Act.

Remanufacturer - Processes, conditions, renovates, restores, or does any other act to a finished device that significantly changes the finished device's performance or safety specifications, or in any way changes the intended use.

Repackager - Packages finished devices from bulk or repackages devices made by another manufacturer into different containers (excluding shipping containers).

Relabeler - Changes the content of the labeling from that supplied from the original manufacturer for distribution under the establishment's own name. A relabeler does not include establishments that do not change the original labeling but merely add their own name.

Reprocessor of Single Use Devices - Performs remanufacturing operations on a single use device.

Specification Developer - Develops specifications for a device that is distributed under the establishment's own name but performs no manufacturing operations on the device. This includes establishments that in addition to developing specifications also arrange for the manufacturing of devices labeled with another establishment's name by a contract manufacturer.

U.S. Manufacturer of Export Only Devices - Manufactures medical devices that are not sold in the U.S. and are manufactured solely for export to foreign countries.

Item 7. Signature of Official Correspondent - The signature of the designated official correspondent.

Item 8. Typed/Printed Name and Title - Type or print the name and title of the designated official correspondent.

General Address Instructions:

Enter the number and street - DO NOT use postal box or rural route numbers.

City - Enter the city in which the owner/operator or establishment is located.

State - Enter the two-character state code of the U.S. Postal Service for the State, territory, or possession.

ZIP Code +4 - Enter the U.S. postal ZIP Code +4 (if known).

Foreign State - Enter the foreign state (i.e., province, prefecture, region, territory) names in which the establishment is located.

Postal Code - Enter the foreign country postal code.

Foreign Country - Enter the full foreign country name.

Public reporting burden for this collection of information is estimated to average .25 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to:

Food and Drug Administration
Center for Devices and Radiological Health (HFZ-308)
9200 Corporate Blvd.
Rockville, MD 20850-4015

FORM FDA 2892 (6/05)

Worksheet for Imported Footwear

1. Manufacturer's style number: _____
2. Importer's style and/or stock number: _____
3. Percentage of external surface area of upper (excluding reinforcements and accessories) which is:
- | | |
|------------------------|--------------|
| Leather | a. _____ % |
| Composition leather | b. _____ % |
| Rubber and/or plastics | c. _____ % |
| Textile materials | d. _____ % |
| Wood | e. _____ % |
| Furskin | f. _____ % |
| Other (Specify: _____) | g. _____ % |
| TOTAL | 100 % |

4. Percentage of external surface area of outersole (excluding reinforcements and accessories) which is:
- | | |
|------------------------|--------------|
| Leather | a. _____ % |
| Composition leather | b. _____ % |
| Rubber and/or plastics | c. _____ % |
| Textile materials | d. _____ % |
| Wood | e. _____ % |
| Furskin | f. _____ % |
| Other (Specify: _____) | g. _____ % |
| TOTAL | 100 % |

5. In answering 3 or 4, did you consider any pieces to be "accessories" or "reinforcements"? ☐ Yes ☐ No

—If yes, which ones?

6. Regarding the leather pieces (if any) included in 3(a) or 4(a) above, are they coated or laminated with rubber and/or plastics?
☐ Coated ☐ Laminated ☐ Neither ☐ Not Applicable
 If coated, is the coating less than 0.1 mm thick?

☐ Yes ☐ No

If no, how thick is the coating to the nearest hundredth of a millimeter?

0. ____ mm

7. You may skip parts I, II and III of this section if you choose to answer all questions A through Z.

- I. If the upper is leather (i.e., 3a accounted for the largest percent in your response to question 3), then answer questions F, G, L, M, O, Q, R, S and X.
- II. If the upper is rubber and/or plastics (i.e., 3c accounted for the largest percent in your response to question 3), then:
- i. if the outersole is rubber or plastics, answer questions B, E, F, G, H, J, K, L, M, N, O, P and W.
 - ii. if the outersole is not rubber or plastic, STOP.
- III. If the upper is textile materials (i.e., 3d accounted for the largest percent in your response to question 3), then:
- i. if the outersole is rubber or plastics, answer questions A, C, J, K, M, N, P and T.
 - ii. if the outersole is leather or composition leather, answer questions C and D.
 - iii. if the outersole is textile materials, answer questions U, Y and Z.

If the item does not fully meet any of the foregoing conditions, answer all of the following questions (A through Z)

- A. Percent of external surface area of upper (including leather reinforcements and accessories) which is leather _____ %

- B. Percent of external surface area of upper (including all reinforcements and accessories) which is rubber and/or plastics: _____ %

- C. Percent by weight of rubber and/or plastics is: _____ %

- D. Percent by weight of textile material(s) plus rubber and/or plastics is: _____ %

- E. Is it waterproof? ☐ Yes ☐ No

- F. Does it have a protective metal toe cap? ☐ Yes ☐ No

- G. Will it cover the wearer's ankle bone? ☐ Yes ☐ No

- H. Will it cover the wearer's knee cap? ☐ Yes ☐ No

- I. (RESERVED)

- J. Is it designed to protect against water, oil, grease, chemicals, or cold or inclement weather? ☐ Yes ☐ No

- K. Is it a slip-on? ☐ Yes ☐ No

- L. Is it a downhill or cross country skiboot? ☐ Yes ☐ No

- M. Is it serious sports footwear other than skiboos? (See Definition Sheet) ☐ Yes ☐ No

- N. Is it a tennis, basketball, gym, or training shoe or the like? ☐ Yes ☐ No

- O. Is it made on a base or platform of wood? ☐ Yes ☐ No

- P. Does it have open toes or open heels? ☐ Yes ☐ No

- Q. Is it made by the (lipped insole) welt construction? ☐ Yes ☐ No

- R. Is there a leather outersole attached to the upper via the turned construction? ☐ Yes ☐ No

- S. Is it worn exclusively by men, boys or youths? ☐ Yes ☐ No

- T. Is it made by an exclusively adhesive construction? ☐ Yes ☐ No

- U. Percent of the fibers of the upper which, by weight, are vegetable fibers: _____ %

- V. Is it disposable, i.e., intended for one-time use? ☐ Yes ☐ No

- W. Is it a "Zon"? ☐ Yes ☐ No

- X. Is the leather in the upper pigskin? ☐ Yes ☐ No

- Y. Are the sole and upper made of wool felt? ☐ Yes ☐ No

- Z. Is there a line of demarcation between the outer sole and the upper? ☐ Yes ☐ No

Complete Items 8-10 if classified under any HTS #s below:

6401.99.80	6402.19.05	6404.19.40	6404.19.60
6402.99.18	6402.19.15	6402.30.30	6402.91.40
6404.19.35	6402.99.30	6404.11.40	6404.11.60

8. Does the shoe have a foxing or foxing-like band? ☐ Yes ☐ No
9. Does the sole overlap the upper other than just at the front of the toe and/or at the back of the heel? ☐ Yes ☐ No
10. Is the foxing or foxing-like band (if any) almost wholly of rubber or plastics? ☐ Yes ☐ No


OMB No. 1651-0098
See back of form for Paper-
work Reduction Act Notice.

Please print or type

1. EXPORTER NAME AND ADDRESS	2. BLANKET PERIOD
	FROM
	TO
TAX IDENTIFICATION NUMBER:	
3. PRODUCER NAME AND ADDRESS	4. IMPORTER NAME AND ADDRESS
TAX IDENTIFICATION NUMBER:	TAX IDENTIFICATION NUMBER:

5. DESCRIPTION OF GOOD(S)	6. HS TARIFF CLASSIFICATION NUMBER	7. PREFERENCE CRITERION	8. PRODUCER	9. NET COST	10. COUNTRY OF ORIGIN

- THE INFORMATION ON THIS DOCUMENT IS TRUE AND ACCURATE AND I ASSUME THE RESPONSIBILITY FOR PROVING SUCH REPRESENTATIONS. I UNDERSTAND THAT I AM LIABLE FOR ANY FALSE STATEMENTS OR MATERIAL OMISSIONS MADE ON OR IN CONNECTION WITH THIS DOCUMENT;
- I AGREE TO MAINTAIN AND PRESENT UPON REQUEST, DOCUMENTATION NECESSARY TO SUPPORT THIS CERTIFICATE, AND TO INFORM, IN WRITING, ALL PERSONS TO WHOM THE CERTIFICATE WAS GIVEN OF ANY CHANGES THAT COULD AFFECT THE ACCURACY OR VALIDITY OF THIS CERTIFICATE;
- THE GOODS ORIGINATED IN THE TERRITORY OF ONE OR MORE OF THE PARTIES, AND COMPLY WITH THE ORIGIN REQUIREMENTS SPECIFIED FOR THOSE GOODS IN THE NORTH AMERICAN FREE TRADE AGREEMENT AND UNLESS SPECIFICALLY EXEMPTED IN ARTICLE 411 OR ANNEX 401, THERE HAS BEEN NO FURTHER PRODUCTION OR ANY OTHER OPERATION OUTSIDE THE TERRITORIES OF THE PARTIES; AND
- THIS CERTIFICATE CONSISTS OF PAGES, INCLUDING ALL ATTACHMENTS.

11.	11a. AUTHORIZED SIGNATURE		11b. COMPANY	
	11c. NAME (Print or Type)		11d. TITLE	
	11e. DATE (MM/DD/YYYY)	11f. TELEPHONE NUMBER 	(Voice)	(Facsimile)

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PAPERWORK REDUCTION ACT NOTICE: This information is needed to carry out the terms of the North American Free Trade Agreement (NAFTA). NAFTA requires that, upon request, an importer must provide CBP with proof of the exporters written certification of the origin of the goods. The certification is essential to substantiate compliance with the rules of origin under the Agreement. You are required to give us this information to obtain a benefit.

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to Bureau of Customs and Border Protection, Information Services Branch, Washington, DC 20229, and to the Office of Management and Budget, Paperwork Reduction Project (1651-0098), Washington DC 20503.

NORTH AMERICAN FREE TRADE AGREEMENT CERTIFICATE OF ORIGIN INSTRUCTIONS

For purposes of obtaining preferential tariff treatment, this document must be completed legibly and in full by the exporter and be in the possession of the importer at the time the declaration is made. This document may also be completed voluntarily by the producer for use by the exporter. Please print or type:

- FIELD 1:** State the full legal name, address (including country) and legal tax identification number of the exporter. Legal taxation number is: in Canada, employer number or importer/exporter number assigned by Revenue Canada; in Mexico, federal taxpayer's registry number (RFC); and in the United States, employer's identification number or Social Security Number.
- FIELD 2:** Complete field if the Certificate covers multiple shipments of identical goods as described in Field # 5 that are imported into a NAFTA country for a specified period of up to one year (the blanket period). "FROM" is the date upon which Certificate becomes applicable to the good covered by the blanket Certificate (it may be prior to the date of signing this Certificate). "TO" is the date upon which the blanket period expires. The importation of a good for which preferential treatment is claimed based on this Certificate must occur between these dates.
- FIELD 3:** State the full legal name, address (including country) and legal tax identification number, as defined in Field #1, of the producer. If more than one producer's good is included on the Certificate, attach a list of additional producers, including the legal name, address (including country) and legal tax identification number, cross-referenced to the good described in Field #5. If you wish this information to be confidential, it is acceptable to state "Available to CBP upon request". If the producer and the exporter are the same, complete field with "SAME". If the producer is unknown, it is acceptable to state "UNKNOWN".
- FIELD 4:** State the full legal name, address (including country) and legal tax identification number, as defined in Field #1, of the importer. If the importer is not known, state "UNKNOWN"; if multiple importers, state "VARIOUS".
- FIELD 5:** Provide a full description of each good. The description should be sufficient to relate it to the invoice description and to the Harmonized System (H.S.) description of the good. If the Certificate covers a single shipment of a good, include the invoice number as shown on the commercial invoice. If not known, indicate another unique reference number, such as the shipping order number.
- FIELD 6:** For each good described in Field #5, identify the H.S. tariff classification to six digits. If the good is subject to a specific rule of origin in Annex 401 that requires eight digits, identify to eight digits, using the H.S. tariff classification of the country into whose territory the good is imported.
- FIELD 7:** For each good described in Field #5, state which criterion (A through F) is applicable. The rules of origin are contained in Chapter Four and Annex 401. Additional rules are described in Annex 703.2 (certain agricultural goods), Annex 300-B, Appendix 6 (certain textile goods) and Annex 308.1 (certain automatic data processing goods and their parts). **NOTE: In order to be entitled to preferential tariff treatment, each good must meet at least one of the criteria below.**

Preference Criteria

- A** The good is "wholly obtained or produced entirely" in the territory of one or more of the NAFTA countries as referenced in Article 415. **Note: The purchase of a good in the territory does not necessarily render it "wholly obtained or produced".** If the good is an agricultural good, see also criterion F and Annex 703.2. (Reference: Article 401(a) and 415)
- B** The good is produced entirely in the territory of one or more of the NAFTA countries and satisfies the specific rule of origin, set out in Annex 401, that applies to its tariff classification. The rule may include a tariff classification change, regional value-content requirement, or a combination thereof. The good must also satisfy all other applicable requirements of Chapter Four. If the good is an agricultural good, see also criterion F and Annex 703.2. (Reference: Article 401(b))
- C** The good is produced entirely in the territory of one or more of the NAFTA countries exclusively from originating materials. Under this criterion, one or more of the materials may not fall within the definition of "wholly produced or obtained", as set out in article 415. All materials used in the production of the good must qualify as "originating" by meeting the rules of Article 401(a) through (d). If the good is an agricultural good, see also criterion F and Annex 703.2. Reference: Article 401(c).
- D** Goods are produced in the territory of one or more of the NAFTA countries but do not meet the applicable rule of origin, set out in Annex 401, because certain non-originating materials do not undergo the required change in tariff classification. The goods do nonetheless meet the regional value-content requirement specified in Article 401(d). This criterion is limited to the following two circumstances:
1. The good was imported into the territory of a NAFTA country in an unassembled or disassembled form but was classified as an assembled good, pursuant to H.S. General Rule of Interpretation 2(a), or
 2. The good incorporated one or more non-originating materials, provided for as parts under the H.S., which could not undergo a change in tariff classification because the heading provided for both the good and its parts and was not further subdivided into subheadings, or the subheading provided for both the good and its parts and was not further subdivided.
- NOTE: This criterion does not apply to Chapters 61 through 63 of H.S. (Reference: Article 401(d))**
- E** Certain automatic data processing goods and their parts, specified in Annex 308.1, that do not originate in the territory are considered originating upon importation into the territory of a NAFTA country from the territory of another NAFTA country when the most-favored-nation tariff rate of the good conforms to the rate established in Annex 308.1 and is common to all NAFTA countries. (Reference: Annex 308.1)
- F** The good is an originating agricultural good under preference criterion A, B, or C above and is not subject to a quantitative restriction in the importing NAFTA country because it is a "qualifying good" as defined in Annex 703.2, Section A or B (please specify). A good listed in Appendix 703.2B.7 is also exempt from quantitative restrictions and is eligible for NAFTA preferential tariff treatment if it meets the definition of "qualifying good" in Section A of Annex 703.2. **NOTE 1: This criterion does not apply to goods that wholly originate in Canada or the United States and are imported into either country. NOTE 2: A tariff rate quota is not a quantitative restriction.**
- FIELD 8:** For each good described in Field #5, state "YES" if you are the producer of the good. If you are not the producer of the good, state "NO" followed by (1), (2), or (3), depending on whether this certificate was based upon: (1) your knowledge of whether the good qualifies as an originating good; (2) your reliance on the producer's written representation (other than a Certificate of Origin) that the good qualifies as an originating good; or (3) a completed and signed Certificate for the good, voluntarily provided to the exporter by the producer.
- FIELD 9:** For each good described in field #5, where the good is subject to a regional value content (RVC) requirement, indicate "NC" if the RVC is calculated according to the net cost method; otherwise, indicate "NO". If the RVC is calculated over a period of time, further identify the beginning and ending dates (MM/DD/YYYY) of that period. (Reference: Article 402.1, 402.5).
- FIELD 10:** Identify the name of the country ("MX" or "US" for agricultural and textile goods exported to Canada; "US" or "CA" for all goods exported to Mexico; or "CA" or "MX" for all goods exported to the United States) to which the preferential rate of CBP duty applies, as set out in Annex 302.2, in accordance with the Marking Rules or in each party's schedule of tariff elimination.
- For all other originating goods exported to Canada, indicate appropriately "MX" or "US" if the goods originate in that NAFTA country, within the meaning of the NAFTA Rules of Origin Regulations, and any subsequent processing in the other NAFTA country does not increase the transaction value of the goods by more than seven percent; otherwise indicate "JNT" for joint production. (Reference: Annex 302.2)
- FIELD 11:** This field must be completed, signed, and dated by the exporter. When the Certificate is completed by the producer for use by the exporter, it must be completed, signed, and dated by the producer. The date must be the date the Certificate was completed and signed.

CBP Form 434 (04/97)(Back)

COMPOSITION BREAKDOWN FOR POLYRESIN ITEMS**ITEM #****SKU #****ITEM DESCRIPTION:**

1. Does the item consist of a crushed or ground natural stone blended with plastic material?
Yes () No () (If yes, please go to point 3)
2. Does the item consist of a synthetic chemical blended with a plastic material?
Yes () No () (If yes, stop here. No form is needed)
3. Please indicate the precise geological name of any stone present in the product.
4. If the material used is calcite (eg, Calcium Carbonate), please indicate whether the calcite is derived from crushed or ground stone or from a synthetic chemical.
5. Is the stone or mineral material uniformly blended with the plastic material throughout the article?
Yes () No ()
6. Please indicate the percentage by weight and the percentage by value of each material within the product.

MATERIAL	% BY WEIGHT	% BY VALUE
-----------------	--------------------	-------------------

Textile Backpacking Tent Form

To qualify a tent as "sport equipment" under HTSUS# 6306.22.1000 , the following criteria must be met. Please describe your backpacking tent by filling in the required information below.

(1) It must be specially designed for the sport of backpacking. () Yes or () No

(2) It must be composed of

- () nylon,
- () polyester,
- () any other fabric of man-made fibers, please specify_____.

(3) If designed for 1 or 2 persons, the tent must meet the following criteria:

(a) Have a floor area of _____ (square feet) that is 45 square feet or less, and

(b) Weigh _____ (pounds) that is 8 1/2 pounds or less, including tent bag and all accessories necessary to pitch the tent, and

(c) Have a carry size of _____ (length x diameter inch) that is 30 inches or less in length and 9 inches or less in diameter. If other than cylindrical in shape, the tent package must not exceed 1,900 cubic inches.

(4) If designed for 3 or 4 persons, the tent must meet the following criteria:

(a) Have a floor area of _____ (square feet) that is 65 square feet or less; and

(b) Weigh _____ (pounds) that is 12 pounds or less, including tent bag and all accessories necessary to pitch the tent; and

(c) Have a carry size of _____ (length x diameter inch) that is 30 inches or less in length and 10 inches or less in diameter. If other than cylindrical in shape, the tent package must not exceed 2,350 cubic inches.

Any tent with a floor of more than 65 square feet and a standing height of more than 60 inches is a tent designed for general recreational use.

In any part of the tent package (including tent skin, frame, tent bag, accessories or packing) is not imported in the same shipment with all remaining parts, in order to receive the benefit of the sport equipment classification for such part, the importer must supply Customs with a sample of the complete tent package so a determination of compliance can be made.

Please Type or Print Legibly

14a. Foreign Supplier / Receiver:
(complete name / address / phone number)

14b. _____

21. I certify under penalty of perjury that the information furnished is true and correct:

Signature

Date

Type or Print Name

FOR OFFICIAL USE ONLY

[CLICK HERE FOR PRIVACY ACT NOTICE](#)



BIG LOTS STORES

Department 30905A
300 Phillipi Rd
P.O.Box 28512
Columbus, OH 43228-0512 U.S.A.
Phone: (614)278-3748
Fax: (614) 278-7161

TSCA STATEMENT

Entry# : _____
Invoice# : _____

Please select the TSCA statement that is applicable for
item# _____:

☐ TSCA + positive certification for shipments subject to TSCA. I certify that the chemical substance on this invoice line complies with all applicable rules or orders under TSCA and am not offering a chemical substance for entry in violation of TSCA or any applicable rule or order there under.

☐ TSCA – negative certification for shipments not subject to TSCA. I certify that the chemical substance on this invoice line is not subject to TSCA.

Signature:

BIG LOTS STORES INC.

VERIFICATION OF UNDERWRITERS LABORATORIES INC. CERTIFICATION (UL / ETL)

I, _____ (Signer's name), _____ (Signer's title) of

_____ (Company name) certify that the enclosed Underwriters Laboratories (UL/ETL)
Certificates are valid for product being sold to Big Lots Stores, Inc. and/or direct and indirect subsidiaries under Purchase Order(s)
_____ and covers the following item(s):

<u>Item No.</u>	<u>Description (Include UL file numbers)</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Sworn to this _____ day of _____, 20____.

.

Signature

Title

Company

***ATTACH UL/ETL CERTIFICATES**

SOLD BY: (this must match purchase order)
Full name and address, fax and phone

COMMERCIAL INVOICE

INVOICE TO: DATE:

INVOICE NO:
SHIPPING TERMS:
L/C NO:
PAYMENT TERMS:
CARRIER:
PORT OF DISCHARGE:
SHIP TO

<u>P.O. # Item # and sku #</u>	<u>full description of product</u>	<u>qty</u>	<u>unit price*</u>	<u>USD amount</u>
--------------------------------	------------------------------------	------------	--------------------	-------------------

*cost breakdown by piece if it is a set

TOTAL: USD 0.00

SAY US DOLLARS.....
WE HEREBY CERTIFY THAT THE SHIPMENT CONTAINS NO WOOD PACKAGING
MATERIALS

DESTINATION:


MANUFACTURERS NAME AND ADDRESS

P.O. #
SKU #
DEPT #
CARTON OF
MADE IN XXXXX

WE CERTIFY THAT
INFORMATION SHOWN
ABOUT MANUFACTURER IS
TRUE AND ACCURATE

FOR AND ON BEHALF OF XXX
(Original SIGNATURE)

Forwarders Cargo Receipt

NYK Logistics - NYK Logistics <div style="display: inline-block; text-align: center; width: 50%;"> <h2 style="margin: 0;">NYK Logistics</h2> </div> <div style="display: inline-block; text-align: right; width: 40%;"> NYK Logistics - NYK Logistics </div>				
				
FORWARDER'S CARGO RECEIPT No. _____				
Maker/Supplier : _____ Buyer/Consignee : _____ Shipment From : _____ To : _____	Maker/Supplier's INVOICE No. _____ _____ _____			
Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
ORIGINAL				
<p> RECEIVED by NYK Logistics (Hong Kong) Limited (hereinafter called the Company) in apparent good order and condition, unless otherwise indicated herein, the goods, or the container(s) or package(s) said to contain goods herein mentioned (hereinafter called the Goods) for transportation in accordance with instructions of the owner of the Goods. The Company is authorized to enter into contracts with carriers involved in the execution of the transportation subject to all terms and conditions of the carriers. While the Goods are in the custody of the Company, the Company shall hold the same as a Freight Forwarder and not as a carrier and shall not be responsible for any loss, damage and/or delay of the Goods, except such as may be caused by the willful or grossly negligent act of the Company, its officers, agents or employees. In witness whereof, the undersigned, on behalf of NYK Logistics (Hong Kong) Limited has signed the number of Forwarder's Cargo Receipt(s) stated below, all of this tenor and date. No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side thereof.) </p>				
			(Place and date of issue.) NYK Logistics (Hong Kong) Limited _____ (Authorized Signature)	

- NYK Logistics - NYK Logistics *"Globally Dedicated, Locally Focused"* NYK Logistics - NYK Logistics

CERTIFICATE OF LIABILITY INSURANCE					Date (MM/DD/YY) :	
PRODUCER AIG General Insurance Company China Limited Shanghai Branch 15F, Bank of China Tower, 200 Yincheng Road Central, Pudong, Shanghai 200120 P.R. CHINA			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
			COMPANIES AFFORDING COVERAGE COMPANY AIG GENERAL INSURANCE COMPANY CHINA LIMITED SHANGHAI BRANCH			
INSURED						
COVERAGES						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY		MM/DD/YY (AT 12:00 A.M. STANDARD TIME AT THE INSURED'S ADDRESS SHOWN ABOVE)	MM/DD/YY (AT 00:00 A.M. STANDARD TIME AT THE INSURED'S ADDRESS SHOWN ABOVE)	GENERAL AGGREGATE	N/A
	<input type="checkbox"/> COMMERCIAL GENERAL LIAB.				PRODUCTS - COMP/OP AGG	US\$1,000,000
	<input checked="" type="checkbox"/> PRODUCTS LIABILITY				PERSONAL & ADV INJURY	N/A
	<input type="checkbox"/> CLAIM MADE <input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE	US\$1,000,000.
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				FIRE DAMAGE (Any one fire)	N/A
	<input type="checkbox"/> BROAD FORM VENDORS COVERAGE				MED E PAY (Any one person)	N/A
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTO					
	<input type="checkbox"/>					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
	<input type="checkbox"/>				EACH ACCIDENT	\$
	<input type="checkbox"/>				AGGREGATE	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT	\$
					EL DISEASE - POLICY LIMIT	\$
					EL DISEASE - EA EMPLOYEE	\$
	OTHER					
Description of Operations/Locations/Vehicles/Special Items						
This Insurance is primary with respect of Products Covered in this Policy and subject to the Policy terms and conditions						
Products Covered:						
Jurisdiction/Territory: Worldwide						
SPECIAL CONDITIONS: DISCONTINUED SUPPLIER'S EXTENSION-3 YEARS; & DEFENSES COSTS IN ADDITION TO LIMIT OF LIABILITY						
CERTIFICATE HOLDER				CANCELLATION		
Additional Insured:				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVE. 10 DAYS WRITTEN NOTICE WILL BE GIVEN FOR NON-PAYMENT OF PREMIUM.		
Big Lots, Inc. and its direct and indirect subsidiaries 300 Phillipi road, Columbus, Ohio 43228, USA				AUTHORIZED REPRESENTATIVE		
Certificate Alert: to check on the validity of this certificate or the underlying policy or to receive an e-copy, please email us with the certificate number at china.products@aig.com .						

Single Country Declaration

I, _____ (name), declare that the articles listed below and covered by the invoice or entry to which this declaration relates are wholly the growth, products, or manufacture of a single foreign territory or country, insular possession of the United States, or were assembled in the single foreign territory or country, or insular possession of the United States, of fabricated components which are in the whole product of the United States and/or the single foreign territory of country, or insular of the United States, as identified below. I declare, that the information set forth in this declaration is correct and true to the best of my information, knowledge, and belief.

(Country)

Marks of identification, numbers	Description of article and Qty (Item #, SKU #, P.O. #)	Country of origin	Date of Export

Signature: _____ Company: _____
Name: _____ Address: _____
Title: _____
Date: _____ Invoice #: _____

BIG LOTS STORES, INC.

WIRE TRANSFER REQUEST

ONE INVOICE PER WIRE TRANSFER REQUEST

For Lawson PO's

☐

Co. 12

VENDOR NAME:

PURCHASE ORDER #:

☐

Co. 15

VENDORS INFORMATION

INVOICE #

AMOUNT \$

BIG LOTS USE ONLY

(PPD)

TRANS #

☐

(PRR)

TRANS #

☐

TOTAL AMOUNT:

USD. \$

BANK NAME:

BANK ADDRESS:

BANK ADDRESS:

SWIFT CODE

OR

ACH ABA NUMBER:

ACCOUNT NAME:

ACCOUNT NUMBER:

SPECIAL INSTRUCTIONS

DO NOT WRITE BELOW THIS LINE

☐

INSURANCE ON FILE

☐

ANNUAL PRISON LABOR ON FILE

DOMESTIC (ACH)

CO. # 10,12,15,45,47,52

FROM BANK NAME:

☐

National City Bank

ACCOUNT NAME:

Big Lots Stores, Inc.

ACCOUNT NUMBER:

801871009

ABA NUMBER:

041000124

FOREIGN (WIRE)

☐

Bank of America, N.A.

Big Lots Stores, Inc.

9428411020

011000138

REQUESTED BY:

PMT COORDINATOR / ACCT PAYABLE

A/P APPROVED BY:

APPROVED BY:

TREASURER/CONTROLLER

TRANSFER INITIATED BY:

DATE

BANK SEQUENCE #

revised 12/03/07

9/3/2008

IMPORT PRODUCT DATA SHEET

Big Lots

BIG
LOTS
VERSION 3.2

Department

Buyer

Country of Origin

FOB Point

Rate Type

FOB Point - LCL ONLY

China, Shanghai

40' Rate

Thailand, Bangkok

Original Date	
Revised Date	
Final Date	

Wire Transfer plus 45 days

Payment Terms

40' Rate

FOB Point - LCL ONLY

Thailand, Bangkok

Original Date	
Revised Date	
Final Date	

Agent Name		Manufacturer Name		Length (inches)		Inner Pack Dimensions		Selling Unit Size	
Vendor #		Manufacturer Address		Width (inches)					
Vendor Address				Height (inches)					
City/Country		City/Country		Weight (lbs)					
Phone/Fax		Phone/Fax		Gauge (metric)					
Email Address		Email Address		Production Time in Days					
Contact Name		Contact Name		Price Quoted until (Order Date)					
Mobile Number		Mobile Number		For shipment before (Ship Date)					

Shaded Area for Big Lots
Internal Use Only

Main Description (Include material content, gauges, spaces)	PDQ Information		Packaging Specifications	
	Clip Strip	Blister Card	Paper Insert	
	Counter Display	Backer Card	Color Box	
	Floor Display	Printed Box	Bulk Pack	
	1/2 Power Panel	Window Box	Shrink Pack	
	Full Power Panel	Brown Box	Sticker	
	Other	Brown Box w/Color Label	Polybag w/ Header	
	ISTA Compliant (yes/no)		Hang Tag	Other

Item Mfg. #	SKU #	UPC #	Master Pack (Pieces)	Inner Pack (Pieces)	Cubic Feet (2 Decimal)
					0.00

Tariff #	
Duty %	
Anti Dumping Duty %	
Freight Rate	\$2.35
Quota Category	
GSP Eligible	
Commission	
Defective (DA) %	

Class	
Subclass	
20' Cont. Qty	
40' Cont. Qty	
40' Hk-Cube Cont. Qty	
45' Cont. Qty	
Item bought before	

FOB Cost per piece	
Duty	\$0.0000
Anti-Dumping	\$0.0000
Other Duty	
Freight	\$0.0000
Commission	\$0.0000
Import Load	\$0.0000
Defective (DA) %	\$0.0000
Total Additional Cost	\$0.0000
Estimated Landed Cost	\$0.0000
Retail	
IMU %	0.00%

Pricing to 4 Decimal Places

Under no circumstances shall all information contained on this form be copied. If the information is copied, the user will be responsible for any increase in landed cost caused by copying information. Under no circumstances shall the goods be copied with all legal and regulatory requirements, including those governing intellectual property and those to ensure the safety of the goods. Buyer and Seller agree to hold each other harmless for any and all damages, including those for lost profits, caused by the use of this form. By sending this form to the buyer, the seller agrees to the foregoing and shall not be held liable for any damages caused by the use of this form.

Trademark Sublicense Agreement Form

Big Lots uses original brands on packaging, including Shop Basics, ProSource, Village Green, BBQ Grates, and Classic Quarters (see complete list below). Vendors are required to complete and return a Trademark Sublicense Agreement form (pages 43-45) for items using these brands on packaging. The Agreement gives permission to the vendor to use the brand, and explains vendor use limitations.

Big Lots Brands

BBQ GRATES
BIG LOTS PRIVATE LABEL
BRIDGEPORT (Office & Juvenile)
CAMPLIFE
CLASSIC QUARTERS
CLIMATE KEEPER
COMFEES
COUNTER COOK
DAKIN
E SOURCE
FRESH FINDS
IT'S A KEEPER
GREAT GATHERINGS
LIVING COLORS
ONCE UPON A TIME
PRO SOURCE
PRO SOURCE BASICS
QUAL STAR
READY SET ROOM
SHOP BASICS
SOUNDBODY
STYLE ELEMENTS
VILLAGE GREEN
WESTMINSTER CLASSICS
WILSON & FISHER

TRADEMARK SUBLICENSE AGREEMENT

This Trademark Sublicense Agreement ("Agreement") contains a sublicense from Big Lots Stores, Inc., an Ohio corporation having its principal place of business at 300 Phillipi Road, Columbus, Ohio 43228 ("Big Lots"), for use of trademarks specified herein ("Trademarks") and will only become effective upon your assent to all terms herein, as evidenced by your execution of this Agreement. If you do not accept all terms of this Agreement, you shall not be permitted to use the Trademarks for any purpose or have any other right in the Trademarks or goods bearing the Trademarks. You, the company or organization set forth below, are referred to as the "Sublicensee" in this Agreement.

1. SUBLICENSE.

(a) Sublicense Grant. Upon the acceptance of this Agreement, Big Lots grants to Sublicensee, and Sublicensee accepts, a nonexclusive, nontransferable, personal right to use, under the express terms of this Agreement, only the following Trademarks and only for the purposes of labeling goods ordered by Big Lots with a valid purchase order placed by Big Lots for the following goods:

TRADEMARK	DESCRIPTION OF SPECIFIC GOODS	ITEM NO.

(b) Additional Sublicensee Restrictions. Nothing in this Agreement shall give Sublicensee any right, title or interest in the Trademarks, including trade dress, copyrights, package design or any other property right, (or any other trademark or right of Big Lots or its affiliated companies), other than the sublicense rights expressly granted in Subsection 1(a) above. Sublicensee shall not assign, transfer or sublicense this Agreement (or any right granted herein) without the prior written consent of Big Lots. Sublicensee agrees not to use the Trademarks in any way that would disparage or injure Big Lots' reputation for high quality. ADDITIONALLY, LICENSEE AGREES THAT GOODS MANUFACTURED AND/OR LABELED BY SUBLICENSEE SHALL NOT BE DEEMED AUTHORIZED OR GENUINE GOODS UNTIL: (1) BIG LOTS HAS EXPRESSLY DECLARED SUCH GOODS TO BE GENUINE IN WRITING, OR (2)(i) BIG LOTS HAS RECEIVED SUCH GOODS AT ITS DISTRIBUTION CENTER, (ii) HAS INSPECTED THE GOODS TO CERTIFY THEIR QUALITY AND (iii) THE GOODS ARE NOT MATERIALLY DIFFERENT IN ANY MANNER FROM GOODS EXPRESSLY AUTHORIZED BY BIG LOTS PREVIOUSLY.

2. DISTRIBUTION LABEL. If applicable, for the mutual benefit of the parties, Big Lots hereby grants Sublicensee permission to print the following text on the packaging of goods to be sold only in Big Lots' stores in connection with the Trademark(s) specified below:

Distributed By: Big Lots Stores, Inc.;
P.O. Box 28523; Columbus, OH 43228-0523
V#000000 MADE IN CHINA ITEM #000000

TRADEMARK	DESCRIPTION OF SPECIFIC GOODS	ITEM NO.

3. ADDITIONAL USE RESTRICTIONS & GUIDELINES.

- (a) The Trademarks may be used only to identify Big Lots as the source of Big Lots goods, as specifically provided in Subsection 1(a) above.
- (b) Sublicensee may use the Trademarks so long as such use complies with this Agreement, including:
 - (i) Sublicensee shall only use the Trademarks on goods sold or provided directly to Big Lots and not in any other manner;
 - (ii) The Trademarks must appear exactly as provided by Big Lots' direction and not in any other manner;
 - (iii) The Trademarks shall not be altered in any way, including but not limited to, skewing, changing the color, rotating, separating logo elements or changing a typeface;
 - (iv) Sublicensee may reproduce the Trademarks only as expressly permitted by this Agreement;
 - (v) Sublicensee may not display the Trademarks in any manner that implies affiliation with, sponsorship, or endorsement by any person, company or organization other than Big Lots;
 - (vi) Sublicensee may not display the Trademarks in any manner that disparages Big Lots or its goods and services, infringes Big Lots' intellectual property, or violates any state, federal, or international laws; and
 - (vii) Sublicensee shall adhere to all quality control standards imposed by Big Lots.
- (c) Protecting the Trademarks. Sublicensee acknowledges Big Lots' rights in and/or ownership of (and/or its affiliated companies' rights in and/or ownership of) the Trademarks. Sublicensee shall not use the Trademarks in a manner that does derogates from Big Lots' and its affiliated companies' rights in the Trademarks and will take no action that will interfere with or diminish Big Lots' and its affiliated companies' rights in the Trademarks. All uses of the Trademarks by Sublicensee will inure to the benefit of Big Lots and its affiliated companies. Sublicensee will not use the Trademarks in any way as an endorsement or sponsorship by Big Lots of a third party or Sublicensee product, website, service, information or other content.

4. QUALITY STANDARD, INSPECTION AND APPROVAL.

- (a) Standard. Sublicensee agrees to maintain the quality of Sublicensee's use of the Trademarks that meets or exceeds industry standards.
- (b) Inspection. Upon reasonable request from Big Lots, Sublicensee shall notify Big Lots of all of Sublicensee's use of the Trademarks and furnish Big Lots with suitable specimens of Sublicensee's use of the Trademarks. Big Lots may review Sublicensee's use of the Trademarks periodically to evaluate Sublicensee's compliance with the quality standards provided by Big Lots and as described in this Agreement. Sublicensee shall immediately remedy any deficiencies in its use of the Trademarks, upon discovery of the same or upon notice from Big Lots and destroy all goods and packaging bearing the Trademarks in contradiction to this Agreement.
- (c) Sublicensee's Liability. Sublicensee shall fully indemnify, defend (at Big Lots' option) and hold harmless Big Lots from and against any claims relating to Sublicensee's use of the Trademarks that does not comply with this Agreement or any state, federal or international law or regulation.

5. LIMITATION OF LIABILITY. BIG LOTS MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE TRADEMARKS OR THE RELATED GOODS. IN NO EVENT SHALL BIG LOTS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS) ARISING FROM OR RELATED TO SUBLICONSEE'S USE OF THE TRADEMARKS, EVEN IF BIG LOTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ALL CASES, BIG LOTS' AGGREGATE LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED US\$1,000.00.

6. TERM AND TERMINATION. The date of acceptance of this Agreement by Sublicensee shall be the Effective Date of this Agreement. The term of this Agreement shall be for a period of one (1) month from the Effective Date and will automatically renew for successive one (1) month terms until either party gives the other party thirty (30) days prior written notice of termination. Big Lots shall have the right to immediately terminate this Agreement with cause if it determines, in its sole discretion, that Sublicensee is not using the Trademarks in compliance with this Agreement. Any violation of this Agreement by Sublicensee or other misuse of the Trademarks or Big Lots' (or its affiliated companies') other intellectual property rights shall automatically and immediately terminate this Agreement, with or without notice from Big Lots. From and after termination or expiration of this Agreement, Sublicensee shall cease and desist from all use of the Trademarks and shall immediately destroy all goods and packaging bearing the Trademarks.

7. NOTICES. All notices under this Agreement shall be in writing and shall be deemed given if sent by:

(a) confirmed facsimile to Sublicensee at the facsimile number set forth below,

(b) overnight courier, with confirmation of receipt, to Big Lots Stores, Inc., at 300 Phillipi Road, Columbus, Ohio, USA 43228, Attention: Package Design Department, with a copy to Big Lots' General Counsel at the same address.

8. MISCELLANEOUS. The parties agree that, in lieu of any royalty for use of the Trademarks, Sublicensee will factor the value of its use of the Trademarks in connection with this Agreement into the purchase price of the related goods being charged to Big Lots. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by a written agreement subsequent to the Effective Date and signed by authorized representatives of each party. This Agreement shall not modify any purchase order placed by Big Lots to Sublicensee or its affiliates, but the terms of this Agreement shall prevail in the event, and only to the extent, that they conflict with the express terms of a Big Lots purchase order. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Sublicensee hereby consents to the exclusive jurisdiction and venue in the state and federal courts sitting in Franklin County, Ohio, USA, and waives all objections to lack of personal jurisdiction and an inconvenient forum. If either party employs attorneys to enforce any rights arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and other expenses. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement shall not be construed as creating a partnership, joint venture or agency relationship or as granting a franchise. This Agreement is made in Columbus, Ohio, USA, as of the date written below by an officer of the Sublicensee authorized to execute contracts of this nature on behalf of his/her company.

AGREED AND ACCEPTED BY SUBLICENSEE:

By: _____

Effective Date: _____

Title: _____

Address: _____

Company: _____

Facsimile: _____

CONFIRMED BY BIG LOTS:

By: _____

Name: _____

Title: _____



Bureau Veritas Consumer Products Services

Americas

Canada

Bureau Veritas Consumer Products Services, Inc.[®]
8220 Bayview Avenue, Suite 207
Thornhill, Ontario L3T 2S2 Canada
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Contact: Steven Solenik
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Guatemala

Bureau Veritas Consumer Products Services
Guatemala S.A.¹
5 Av. 5-55 zone 14, Edificio Europlaza
Torre IV, Nivel 15
C.P. 01014, Guatemala, Guatemala.
Tel: 502 2385 3741 / Fax: 502 2385 3748
Contact: Lilian Peregrina
Email: lilian.peregrina@gt.bureauveritas.com

Mexico

Bureau Veritas Consumer Products Services
Mexico, SA DE CV.¹
Circuito del Sol #3905-1, Colonia, Nuevo
Amanecer, Puebla, Pue. Mexico CP 72400
Tel: 52 222 266 0561 / Fax: 52 222 266 0563
Contact: Carlos J. Lozano
Email: carlos.lozano@mx.bureauveritas.com

UNITED STATES

California

Bureau Veritas Consumer Products Services, Inc.[®]
425 East Colorado Street, Suite 660
Glendale, California 91205, USA
Tel: 818 549 2470 / Fax: 818 549 2471
Contact: Mari Miller
Email: mari.miller@us.bureauveritas.com

Bureau Veritas Consumer Products Services, Inc.[®]
Social Accountability Division
525 Brennan Street, Suite 208
San Francisco, California 94107, USA
Tel: 415 537 6980
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Bureau Veritas Consumer Products Services, Inc.
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Butterfield Rd, Ste 313 W
Oak Brook, Illinois 60523, USA
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Contact: Joan Mattson
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Taunton, Massachusetts 02780, USA
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Fax: 508 844 2869
Contact: Jon Christiano
Email: info@us.bureauveritas.com

Curio-Streus LLC, A Bureau Veritas Company¹

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Email: sales@curio-streus.com

New York

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Buffalo, New York 14228, USA
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Fax: 716 505 3301
Email: info@us.bureauveritas.com

Europe

France

Bureau Veritas Consumer Products Services France¹
Rue John Hadley, BP 20431
59658 Villeneuve d'Ascq, France
Tel: 33 3 20 463 456 / Fax: 33 3 20 46 9906
Email: contact.bvcpfrance@fr.bureauveritas.com

LCIE, A Bureau Veritas Company¹

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Tel: 33 1 40 95 60 60 / Fax: 33 1 40 95 66 56
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LCIE HAZTEC¹

Adresse 4, Av. de la Bellique - Bâtiment B
91962 Courtaboeuf
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Contact: Stéphane Renchon
Email: stephane.renchon@lcie.fr

Germany

Bureau Veritas Consumer Products Services Germany¹
W. - Hennemann - Str. 8
D-19061 Schwerin, Germany
Tel: 49 40 5302084-0 / Fax: 49 40 5302084 80
Contact: Dr. Manfred Mayer
Email: cps-schwerin@de.bureauveritas.com

Bureau Veritas Consumer Products Services Germany¹

Georg-Wilhelm Str. 183, D-21107 Hamburg
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Email: cps-hamburg@de.bureauveritas.com

Bureau Veritas E & E Product Services GmbH¹

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Francisco Delgado, 11
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28 108, Alcobendas, Madrid, Spain
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Email: CPDEspMail@es.bureauveritas.com

Turkey

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Test Laboratuvarları Ltd. Şti.¹
Mehmet Akif Mah. Express Cad
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Contact: Atanur Dikmen
Email: atanur.dikmen@bvcp.com.tr

United Kingdom

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Chris Davey, Director Operations UK
Email: BVSales@uk.bureauveritas.com

Bureau Veritas Consumer Products Services UK Ltd.¹

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Chris Davey, Director Operations UK
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*These locations are subject to changes. Please visit <http://cps.bureauveritas.com> for the most current listing of locations.



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Asia

Bangladesh

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Beshel Horizon, Flat # B-5, 6th Floor,
House # 21, Road # 17
Benani C/A, Dhaka 1213, Bangladesh.
Tel: 88-02-8860342 / Fax: 88-02-9893097
Contact: Dr. Simon Mek
Email: simon.mek@bd.bureauveritas.com

China

Bureau Veritas Consumer Products Services¹
(hardlines/toys)
No. 105, Guangzhong Road
Zhuanqiao Town, Minhang
Shanghai, China. Post Code: 201108
Tel: (86) 21-6489-3130 / Fax: (86) 21-6489-1984
Contacts: Anita Lui / Freeman Yuen
Email: bvcpsh_sh_bd@cn.bureauveritas.com

Bureau Veritas Consumer Products Services¹
(softlines/analytical)
No.168, Guanghua Road,
Zhuanqiao Town, Minhang
Shanghai, China. Post Code: 201108
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Contact: Anita Lui / Judy Yu / Julie Jiang
Email: bvcpsh_sh_bd@cn.bureauveritas.com

Bureau Veritas Consumer Products Services
(Inspection, Audit & Assessment Services office)
Room 410, 2nd building, No.361,
ZhaojieBeng Road,
Xuhui District, Shanghai, China,
Post Code: 200032
Tel: (86) 21-6418-1211 / Fax: (86) 21-6418-3853
Email: bvcpsh_inspection-sh@cn.bureauveritas.com

Advance Data Technology Corporation,¹
A Bureau Veritas Company
2F, Building C, No. 1618
Yishan Road, Shanghai, China
Tel: (86) 21-6465-9091 / Fax: (86) 21-6465-9092
Contact: Wallace Pan
Email: wallace_pan@adt.com.tw
ADT Website: www.adt.com.tw

LCIE China¹

FS, Building 10, No.489 North Tibet Road
200071, Shanghai, China
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Contact: Tanik Mohammed
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Bureau Veritas Consumer Products Services¹ (hardlines)
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Honghualing Industrial Park, Liu Xian Road, Xili,
Nanshan District, Shenzhen,
Guangdong Province, China, Post Code: 518055
Tel: (86) 755-8600-0151
Sample pickup: (86) 755-8600-0151 ext. 101 or 102
Fax: (86) 755-8600-0157
Contact: Wingo Chee
E-mail: bvcpsh_szinfo@cn.bureauveritas.com

Bureau Veritas Consumer Products Services¹ (toys)
4th Floor, Block 1, Deyuan Industrial District South,
Liu Xian Da Dao, Xili, Nanshan District,
Shenzhen, Guangdong Province, China,
Post Code: 518055
Tel: (86) 755-8602-7802 / Fax: (86) 755-8602-7965
Contact: Casio Chen
Email: bvcpsh_szinfo@cn.bureauveritas.com

Bureau Veritas Consumer Products Services
(Inspection, Audit & Assessment Services office)
Room 707, Tienan Hi-Tech Plaza Tower B,
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Hong Kong

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Sample Pick-up: 852-2331-0333
Toys, Premiums & Juvenile Products
Contact: Eugene Wong
Email: bvcpsh_hk@hk.bureauveritas.com
Inspections, Factory Audits & Social Audits
Contact: Samuel Lau
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Bureau Veritas Hong Kong Limited¹

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Hardlines Contact: Priscilla Cheung
Email: bvcpsh_hardline@hk.bureauveritas.com
Electrical & Electronics Contact: Christian Laudet
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India

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Uttar Pradesh, India 201 301
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Contact: Paromita Roy
Email: paromita.roy@in.bureauveritas.com

Bureau Veritas Consumer Products Services (I) Pvt. Ltd.¹
1-2-3, Mereside Heights, Pal-Layout
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Bangalore - 16, Karnataka, India
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Bureau Veritas Consumer Products Services (I) Pvt. Ltd.¹
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Lab Contact: Sumantra Pal
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Sales & Marketing: S.Palanippan
Email: s.palanip@in.bureauveritas.com

Bureau Veritas Consumer Products Services (I) Pvt. Ltd.¹
50 Quiet Lands, Gachibowli,
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Indonesia

PT. Bureau Veritas Consumer Products Services Indonesia¹
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Email: bvcpsh_jkt_generel_inquiries@id.bureauveritas.com

Japan

Japan Synthetic Textile Inspection Institute Foundation¹
4-4-20, Hongokuchō, Nishinobashi, Chuo-Ku
Tokyo 103-0021, Japan
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*These locations are subject to changes. Please visit <http://cps.bureauveritas.com> for the most current listing of locations.



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Email: kyu_huh@kottire.kr, myunglee@kottire.kr

KENTIL (hardlines)
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Pakistan
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Philippines
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Singapore
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Beitou, Taipei 112, Taiwan R.O.C.
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Contact: Jane Lo
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Advance Data Technology Corporation,¹
A Bureau Veritas Company
No. 19, Hwa Ya 2nd Rd. Kwei Shan Hsiang
Taoyuan Hsien 333, Taiwan (Hwa Ya Technology Park)
Tel: +886-3-318-3232 / Fax: +886-3-211-5834
Contact: Mark Wang
Email: service@adt.com.tw

Thailand
Bureau Veritas
Consumer Products Services (Thailand) Ltd.¹
2410 Sukhumvit Road, Bangkok
Phrehanong, Bangkok 10206, Thailand
Tel: 662-7447200 / Fax: 662-7447202
Contact: Poom Sukanhaketu
Email: poomthavetch.sukanhaketu
@th.bureauveritas.com

Vietnam
Bureau Veritas
Consumer Products Services Vietnam Limited¹
934 D3, D Street, Thanh My Loi Ward,
Cat Lai Industrial Zone, District 2
Ho Chi Minh City, Vietnam
Tel: 84-8-742-1605 / Fax: 84-8-742-1603
Contact: Mr. Dana Mason
Email: dana.mason@hk.bureauveritas.com

KOTIT Vietnam Limited¹ (softlines)
Lot K, Road No. 2, Song Than Industrial Zone II,
Di An District, Binh Duong Province, Vietnam
Tel: 84-650 737 367 / Fax: 84-650 737 372
Contact: Dr. Young Kim or E.C. Park
E-mail: young_kim@kottire.kr or ec_park@kottire.kr

Updated: 06/16/08

Bureau Veritas Consumer Products Services
www.bureauveritas.com/cps

*These locations are subject to changes. Please visit <http://cps.bureauveritas.com> for the most current listing of locations.



**BUREAU
VERITAS**

BIG LOTS!

TEST REQUEST FORM

NOTE: MANDATORY FIELDS ARE MARKED WITH A DOUBLE ASTERIC () AND HIGHLIGHTED IN YELLOW. A HOLD MEMO WILL BE ISSUED TO THE SUBMITTER IF ANY MANDATORY INFORMATION IS MISSING AND TESTING WILL BE PLACED ON HOLD UNTIL EVERYTHING IS RECEIVED.**

Please type or print in BLOCK LETTERS (please submit a separate form for each sample submitted)

Program Type (check one) ☐ Toys and Hardline Program ☐ Softlines

Your Company Name _____

Company Address _____

Contact Person _____ Phone _____ Fax No. _____

Email address _____

Special Instructions _____

Report and invoice will state the above company name & contact person: If not, please advise

Report To: Company _____ Contact Person _____ Tel No. _____

Address _____ Fax No. _____

Invoice To (Supplier): _____ Contact Person _____ Tel No. _____

Company _____ Fax No. _____

Address _____

Sample Description _____

Style / Item # _____ Quantity _____ Country of Origin _____

****SKU # (List all)** _____ ****PO #** _____

Product Phase ☐ Pre-testing ☐ Final Production

****Manufacturer/Factory** _____ **Agency (If Applicable)** _____

TESTING REQUIRED:

☐ Quotation requested prior to initiation ☐ Test in accordance with Quotation# _____ Dated _____

*If this is a Retest (first or second) **ALL** of the following information must be included:

All previous Test Report No(s). _____

Corrective Action(s) Taken: _____

☐ **2nd Re-Test - Big Lots approval is required prior to testing and all samples will be placed on hold until approval is received**

SERVICE REQUIRED:

_____ Regular Service
_____ Next Two Days (40% surcharge)
_____ Next Day (100% surcharge)
_____ Same Day (150% surcharge)

SAMPLE RETURN:

_____ Self-Collect
_____ Self-Collect Fail Sample
_____ Return Samples *
_____ Return Fail Samples *

* Additional Charges apply (Please see reverse side of this form)

We apply for the above tests and agree that all testing will be carried out subject to Bureau Veritas of charges and Turnaround Times as set forth in their current price list and upon and subject to the terms and conditions printed on the back of this form.

Date _____ Authorized Signature and Company Chop _____

-- FOR LABORATORY USE ONLY --

Date Rec'd _____ Rec'd By _____ Item Due _____

Total Qty rec'd _____ Sample No. _____

PLEASE SUBMIT YOUR SAMPLES TO OUR APPROPRIATE LABORATORY ADDRESS AS BELOW:

Bureau Veritas – New York Office
(For Toys and Hardline items)
100 Northpointe Parkway, Buffalo, N.Y.
14228-1884 U.S.A.
Tel: 716-505-3300 Fax: 716-505-3301

Bureau Veritas Hong Kong – Kowloon Bay Office
(For Toys, Child Care items)
2/F Pacific Trade Centre, 2 Kai Hing Road,
Kowloon Bay, Hong Kong.
Tel: (852)23310222 Fax: (852)23310889

Bureau Veritas Hong Kong – Kwai Chung Office
(For Hardline, Softline, Electrical items)
Unit 414, 4/F, Vanta Industrial Centre,
21-33 Tai Lin Pai Road, Kwai Chung, N.T.,
Hong Kong
Tel: (852)24181222 Fax: (852)24806666

CONDITIONS OF TESTING

Bureau Veritas Consumer Products Services, Inc. ("BVCPS"), a Massachusetts corporation, or a subsidiary or affiliate of it, as identified in a written report (the "Test Report") issued by BVCPS or such subsidiary or affiliate (BVCPS or such subsidiary or affiliate being referred to herein as the "Company"), will conduct at the request of the Submitter ("Client"), the required tests specified on the reverse side of this Test Request Form in accordance with, and subject to, the following terms and conditions:

1. All orders for tests are subject to acceptance by the Company, and no order will constitute a binding commitment of the Company unless and until such order is accepted by it, as evidenced by the issuance of a written report ("Test Report") by the Company. The Test Report is issued solely by the Company, is intended for the exclusive use of Client and shall not be published, used for advertising purposes, copied or replicated for distribution to any other person or entity or otherwise publicly disclosed without the prior written consent of the Company. The Company shall not be liable for any loss or damage whatsoever resulting from the failure of the Company to provide its services within any time period for completion estimated by the Company. If Client anticipates using the Test Report in any legal proceeding, arbitration, dispute resolution forum or other proceeding, it shall so notify the Company prior to submitting the sample for testing.
2. The names, service marks, trademarks and copyrights of the Company and its affiliates, including the names "BUREAU VERITAS," "BUREAU VERITAS CONSUMER PRODUCTS SERVICES," "VERITAS" and "BVCPS", (collectively, the "Marks") are and shall remain the sole property of the Company or its affiliates and shall not be used by Client except solely to the extent that Client obtains the prior written approval of the Company and then only in the manner prescribed by the Company. Client shall not contest the validity of the Marks or take any action that might impair the value or goodwill associated with the Marks or the image or reputation of the Company or its affiliates.
3. The Test Report will set forth the findings of the Company solely with respect to the test samples identified therein and, unless specifically and expressly indicated in the Test Report, the results set forth in such Test Report will not be indicative or representative of the quality or characteristics of the lot from which a test sample will be taken. The Test Report will reflect the findings of the Company at the time of testing only, and the Company shall have no obligation to update the Test Report after its issuance. The Test Report will set forth the results of the tests performed by the Company based upon the written information provided to the Company as set forth in, or attached to, this Test Request Form. The Test Report will represent the entire understanding of the parties hereto with respect to the subject matter of the Test Report and no modification, variance, extrapolation or conclusion with respect thereto shall be permitted without the prior written consent of the Company.
4. The Company may, in its sole discretion, destroy samples which have been furnished to the Company for testing and which have not been destroyed in the course of testing. The Company may delegate the performance of all or a portion of the services contemplated hereunder to an affiliate, agent or subcontractor of the Company, and Client consents to such delegation.
5. Unless a shorter period is provided for on the reverse side of this Test Request Form, payment in full shall be due 30 days after the date of invoice. Client shall pay interest on any overdue amount from the due date until paid at an interest rate of 1.5% per month or, if less, the maximum rate permitted by law. The Company reserves the right, at any time and from time to time, to revoke any credit extended to Client. Client shall reimburse the Company for any costs it incurs in collecting past due amounts, including court costs and fees and expenses of attorneys and collection agencies. The Test Report may not be used or relied upon by Client if and for so long as Client fails to pay when due any invoice issued by the Company or any affiliate of it to Client or any affiliate or subsidiary of Client together with interest and penalties, if any, accrued thereon.
6. The Company may, from time to time, permit Client to access this Test Request Form, the Test Report and other communications by means of e-mail transmissions with the Company. Client acknowledges that any such transmission will not be encrypted and, hence, will not be confidential, that such transmissions may be read and intercepted by third parties and that the electronic version of a Test Request Form, Test Report or other communication could be modified inadvertently. The Company disclaims any and all responsibility or liability arising out of or in connection with e-mail transmissions of such information.
7. The Company represents and warrants solely to Client that the Test Report will be free of any material error or omission caused by the negligence of the Company. If Client desires to assert a claim for breach of the foregoing warranty, it must submit a claim to the Company within 60 days after the date of issuance of the Test Report to Client in a writing that sets forth with particularity the basis for such claim. If the Company determines that the claim is timely and that a breach of the foregoing warranty has occurred, then the Company, at its option, may either (a) re-perform the deficient test, without charge to Client, or (b) refund to Client, without interest, the fee paid to the Company for such Test Report. Client waives any and all claims for breach of the foregoing warranty, including, without limitation, claims that the Test Report is inaccurate, incomplete or misleading or that additional or different testing is required, unless and then only to the extent that Client submits a written claim to the Company within such 60-day period.
8. The Company shall, to the extent of the limitation of liability set forth in Section 9, indemnify Client against third party claims asserting a loss arising exclusively from the negligence of the Company, but only if Client (a) notifies the Company of the assertion of such claim immediately upon its being notified and (b) provides to the Company the option to assume the defense of such claim or participate in such defense.
9. EXCEPT TO THE EXTENT OF THE LIMITED WARRANTY SET FORTH IN SECTION 7 OR AS MAY OTHERWISE BE AGREED TO IN WRITING BY THE COMPANY AND NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED HEREIN OR IN ANY TEST REPORT, NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, IS MADE. IN NO EVENT WHATSOEVER SHALL THE COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE SERVICES PROVIDED BY THE COMPANY HEREUNDER, INCLUDING WITHOUT LIMITATION LOSS OF OR DAMAGE TO PROPERTY, LOSS OF INCOME, PROFIT OR USE, OR CLAIMS OR DEMANDS MADE AGAINST CLIENT OR ANY OTHER PERSON BY ANY THIRD PARTY IN CONNECTION WITH OR ARISING OUT OF THE SERVICES PROVIDED BY THE COMPANY HEREUNDER. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED HEREIN, UNDER NO CIRCUMSTANCES WHATSOEVER SHALL THE LIABILITY OF THE COMPANY IN RESPECT OF ANY CLAIM FOR LOSS, DAMAGE OR EXPENSE, OF WHATEVER NATURE OR MAGNITUDE, AND HOWEVER ARISING, EXCEED AN AMOUNT EQUAL TO THE AMOUNT OF THE FEES PAID TO THE COMPANY FOR THE SPECIFIC SERVICES WHICH GAVE RISE TO SUCH CLAIM.
10. The Company shall not be liable for any loss or damage resulting from any delay or failure in performance of its obligations hereunder resulting directly or indirectly from any cause that is beyond the control of the Company, including, but not limited to, fire, flood, tornado, hurricane or other acts of God, war, casualty, accident, embargo, governmental actions, orders of courts or tribunals, non-performance of third parties, strike, lock-out, or other difficulties with employees, inability timely to obtain labor, material, equipment or services through the Company's usual sources or delays of carriers. If any such event occurs, the Company may immediately cancel or suspend its performance hereunder without incurring any liability whatsoever to Client.
11. These Conditions of Testing shall be governed by, and construed in accordance with, the local laws of the country where the Company performs the tests or, in the case of tests performed in the United States of America, the laws of the Commonwealth of Massachusetts. Client waives the right to interpose any counterclaim or setoffs of any nature in any litigation arising hereunder. Any proceeding related to the subject matter hereof shall be brought, if at all, in the courts of the country where the Company performs the tests or, in the case of tests performed in the United States of America, in the courts of the Commonwealth of Massachusetts.
12. These Conditions of Testing are available at the website <http://www.cps.bureauveritas.com>. If there is a discrepancy between the terms and conditions set forth in these Conditions of Testing and the terms and conditions set forth (a) at such website; (b) in the Test Report, (c) on the reverse side of this Test Request Form or (d) in any other writing other than a master agreement which expressly (i) provides that its terms and conditions shall take precedence over these Conditions of Testing and (ii) cross-references this Section 12 or the equivalent section at such website, the Conditions of Testing set forth at such website shall govern and any inconsistent provision of this Test Request Form or other writing, as applicable, shall be disregarded. If no Conditions of Testing are set forth at such website, then the Conditions of Testing set forth herein shall govern.

Big Lots Factory Assessment Questionnaire									
Vendor Details: <i>(This form is to be completed by the factory)</i>									
Vendor Name:									
Address:									
Telephone:					Fax:				
Name of Contact:					e-mail:				
Factory Details:									
Factory Name:									
Address:									
Telephone:					Fax:				
Name of Contact:					e-mail:				
Year Factory Established:									
Name of Factory Manager:					Fax:				
Telephone:					e-mail:				
Working Hours:									
Product:									
Total Workers:			Foreign workers:			Local Workers:			
Total Male Workers:			Total Female Workers:						
Dormitory Address:									
(If Applicable)									
CHILD LABOUR									
What is the age of the youngest worker in this facility?									
Are there any restrictions for "young" workers?(between the minimum legal working age and 18 years old , depending on the local law)									
If Yes , please give details.									
What procedures does this facility have in place to verify the age of the employees?									
What records does the facility obtain from job applicants before hiring to determine age?									
Are age documents or records for all workers maintained at factory site?									
COMPENSATION									
What is the legal minimum wage required at this factory?					Local Currency:				
What is the lowest wage paid at this factory for employees?									
How are workers paid?					<input type="checkbox"/> Cash	<input type="checkbox"/> Cheque	<input type="checkbox"/> Electronic Pay	<input type="checkbox"/> Other	(Please state if other)
How often are workers paid?					<input type="checkbox"/> Weekly	<input type="checkbox"/> Bi-weekly	<input type="checkbox"/> Monthly	<input type="checkbox"/> Other	(Please state if other)
How is the pay rate calculated?					<input type="checkbox"/> Hour	<input type="checkbox"/> Piece Rate	<input type="checkbox"/> Per Day	<input type="checkbox"/> Other	(Please state if other)
Are workers given work to take home?					<input type="checkbox"/> Yes <input type="checkbox"/> No				
If Yes , how are wages for this work determined?					<input type="checkbox"/> Yes <input type="checkbox"/> No				
Is work time electronically documented by a timecard?					<input type="checkbox"/> Yes <input type="checkbox"/> No				
If No , explain system by which hours worked are recorded?									
What records are used to calculate workers paid under a piece rate system (if applicable)?									
Are there any deductions from employees' wages?					<input type="checkbox"/> Yes <input type="checkbox"/> No				
What charges are deducted from employees' pay?									
Does this facility employ temporary workers?					<input type="checkbox"/> Yes <input type="checkbox"/> No				

What allowances and benefits are provided to employees in this facility?							
Housing	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Sick leave	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Meals	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Emergency Leave	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Transportation	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Maternity Leave	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Health Care	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Vacation	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Child Care	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Religious Leaves	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Other	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If Yes , please give details				
Are any workers excluded from receiving benefits?							
						<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes, please give details.							
Are benefits and /or allowances included in calculating the minimum wage? (
						<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes, please give details.							
Are there any incentive plans offered (i.e. bonus)?							
						<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes, please give details.							
Do you pay for overtime?				<input type="checkbox"/> N/A		<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes , how are overtime wages calculated.							
DISCRIMINATION							
How are workers recruited?							
<input type="checkbox"/> Agent		<input type="checkbox"/> Newspaper ad					
<input type="checkbox"/> Contract		<input type="checkbox"/> Other		If other , give details:			
Do you restrict employment by age, ethnicity, religion, gender, sexual orientation or political affiliation?							
If yes, please give details:							
DORMITORY							
Do you provide residential housing for workers?							
						<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes to the question above, please answer all questions below:							
Number of buildings				Average number of people sleeping in a room			
No of employees residing in this dormitory							
Are sleeping quarters separated for male and female?							
						<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are directions for evacuation plan posted in all sleeping quarters in employees native language?							
						<input type="checkbox"/> Yes	<input type="checkbox"/> No
Number of toilets for workers:				Male:	Female:		
Number of shower's/ washing cubicles for employees:				Male:	Female:		
Are kitchen facilities provided?							
						<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are there any curfews on employees?							
						<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes, please give details.							
Do employees have unrestricted access to drinking water?							
						<input type="checkbox"/> Yes	<input type="checkbox"/> No

ENVIRONMENT									
Does the factory make any provision to protect the environment(e.g. wastewater management , air purification , hazardous material disposal)?								<input type="checkbox"/> Yes	<input type="checkbox"/> No
Hazardous Waste Disposal									
Does the factory have appropriate hazardous waste disposal procedure?								<input type="checkbox"/> Yes	<input type="checkbox"/> No
Not Applicable:								<input type="checkbox"/> Yes	<input type="checkbox"/> No
Waste Water Treatment									
Is there waste water treatment facilities?								<input type="checkbox"/> Yes	<input type="checkbox"/> No
Not Applicable:								<input type="checkbox"/> Yes	<input type="checkbox"/> No
Air Emission									
Is there any equipment to control emission of air pollutant?								<input type="checkbox"/> Yes	<input type="checkbox"/> No
Not Applicable:								<input type="checkbox"/> Yes	<input type="checkbox"/> No
FACTORY COMPLIANCE WITH THE LOCAL LAW									
Does the factory obtain current information on relevant local and national laws and regulation?								<input type="checkbox"/> Yes	<input type="checkbox"/> No
FORCED LABOUR									
Are all workers voluntarily working in this facility?								<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are there any workers in this facility that are prisoners , have been assigned by the military , or any other branch of government?								<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are workers free to leave the factory premises at any time?								<input type="checkbox"/> Yes	<input type="checkbox"/> No
If No , please give details									
HARASSMENT AND ABUSE									
Are workers disciplined for misconduct or poor performance?								<input type="checkbox"/> Yes	<input type="checkbox"/> No
What records are kept to document disciplinary measures?								<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are there any procedures through which workers can appeal to disciplinary actions against them?								<input type="checkbox"/> Yes	<input type="checkbox"/> No
HOURS OF LABOUR									
How many work shifts do you run in your facility?									
How many hours per work shift?									
(pls indicate start work timing, break timing and stop work timing):									
What is the maximum number of working hours per day?									
What is the maximum number of working hours per week?									
What is the average number of overtime hours worked per employee per month?									
Do workers have at least one day off in seven?								<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do workers have time each day for a meal / breaks?								<input type="checkbox"/> Yes	<input type="checkbox"/> No
What are the break times? What is the duration of each break?									

HEALTH AND SAFETY

Does the factory provide any of the below?								
Fire Safety Equipments / Systems							<input type="checkbox"/> Yes	<input type="checkbox"/> No
First Aid / Health care?							<input type="checkbox"/> Yes	<input type="checkbox"/> No
Electrical & machinery safety?							<input type="checkbox"/> Yes	<input type="checkbox"/> No
Completed by:								
Name:					Title:			
Signature:					Date:			