

Vendor Packaging Guide

Version 4.0

Introduction

What is "Primary Packaging?" At Big Lots, we define primary packaging as "the packaging that the consumer sees at the point of sale." There are many types of primary packaging, ranging from blister cards and color boxes to hang tags and header cards.

Attractive, quality primary packaging is an important component of the Big Lots' sales promotion strategy. It is essential that our packaging include all legally required information, as well as useful details and key product selling features. Creative, eye-catching package designs that draw attention to the product and enhance perceived value are also critical, as are consistent printing and package material quality. All of these factors affect our customers at store level and influence their buying decisions.

Vendors are responsible for ensuring that merchandise arrives on time and packaged in accordance with Big Lots' requirements. This <u>Vendor Packaging Guide</u> is designed to help our vendors meet these goals. It includes a step-by-step description of our packaging process with a timetable for each step to keep vendors on track. A handy "Primary Packaging Checklist" that outlines key packaging elements, visual references showing placement of these elements on common package types, an overview of labeling requirements, and a summary of Big Lots' guidelines for packaging quality are also included. Additional resources provided are a list of package types and abbreviations, a list of the Big Lots' brands, and a copy of the Trademark Sublicense Agreement form that must be completed by vendors using our brands on packaging.

If you have questions about primary packaging that are not addressed in this Guide, please contact: packaging@biglots.com

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Definition of Key Terms

Arranged alphabetically.

Art Pack – A packet that includes a format (or formats) on disc, written instructions, and color printouts for quick visual reference. Printouts show the format as applied to several common package types (header card, backer card, and color box). Art Packs are generally sent for use on seasonal merchandise packaging.

Brand – Refers to Big Lots' original, protected trade names. May also be used to refer to a trade name with original logo and package format.

Distribution Clause – Clause that includes the words "Distributed By" and the Big Lots Stores, Inc. name and address (in accordance with the guidelines of the U.S. Fair Packaging and Labeling Act). Country of origin, item number and vendor number are also included (see example below):

Distributed By: Big Lots Stores, Inc. P.O. Box 28523 Columbus, OH 43228-0523 V #000000 MADE IN CHINA ITEM #00000

Existing Format – An original Big Lots' format that has already been created and is available for use.

Existing Vendor – Vendor that has worked with Big Lots on packaging and understands the Big Lots' packaging process.

Final Printed Packaging Samples – Upon approval of print proof, mass printing of final printed packaging samples begins. The final printed packaging sample represents the way the package will appear in our stores. Vendors are required to send three final printed packaging samples for our files.

Format – Original package artwork, Big Lots' formats generally include a trade name/brand and logo and are used on specific product lines. For example, our SHOP BASICS format is one of two original formats used on tool packaging.

Format Code – Unique code assigned to each format. This code is used on the purchase order to indicate the correct format for a particular item. For example, the SHOP BASICS format code is H374. Note: Vendors will be informed of format code(s) that are relevant to their product lines.

FPO (For Placement Only) – FPO may appear on a package format printout or on a layout to indicate placement of elements that will be added later (such as a photo or price ticket). FPO is generally shown in a white box that is the size of the missing element. IMPORTANT: The letters "FPO" should never be printed on a final package. "FPO" is used to represent placement of elements on initial layouts only.

Item Number (ITEM #) – This is the Mfg Part# on the purchase order.

New Format – An original Big Lots' format that has been requested for a product line by a buyer or marketing specialist, but has not yet been created. If a new format is required for an item, the packaging process timeline is extended.

New Vendor – Vendor that has not worked with Big Lots on packaging.

Definition of Key Terms (continued)

Package Copy – Information printed on the package, in addition to the distribution clause and any required warning/caution or safety information.

Primary Packaging – Product packaging that the consumer sees at the point of sale.

Principal Display Panel – That part of a label (or package) that is most likely to be displayed, presented, shown or examined under normal and customary conditions of display for retail sale

Print Proof – A color press proof sent by vendor (or vendor's printer) showing exact colors to be printed in mass production. This proof must also be of card stock weight to be used in mass production. If this is not possible, a sample of stock weight to be used must be sent with print proof for approval. Color adjustments are suggested and any necessary color changes are made at this stage for approval of color prior to mass production.

Trademark Sublicense Agreement Form – Agreement that outlines limitations regarding the use of Big Lots' original trade names on packaging. This form is sent to vendors via e-mail and must be reviewed, signed by the appropriate person, and returned to the Big Lots' packaging team.

Vendor Number (V#) – This is the number directly above the vendor name on the top, left-hand side of the purchase order.

Packaging Timeline Matrix

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Primary Packaging Checklist

The following are key elements included on Big Lots' primary packaging:

1. PRICE TICKET LABEL

- Price labels are located in the upper right corner of the Principal Display Panel, unless otherwise specified in the visual design guidelines for the brand.
- Use the appropriate size as indicated on ticket information.
- If the price is not printed on the package, there must be enough space for the price label to be placed without covering any copy or photographs.

2. LOGO DESIGN

• Most design formats include a logo – generally located in the upper left corner of the layout. Follow the visual design guidelines for the brand.

3. TRADE NAME PROTECTION SYMBOL

• Logos will have either a "TM" to the right (signifies trade name protection) or a ® to the upper right (signifies registered trade name). The correct symbol to be used will be indicated in the visual design guidelines for each brand.

4. HANG HOLE

• Reference hang hole specifications found on page 30 in the Packaging Quality section of this Guide.

5. IDENTITY STATEMENT

• This should accurately describe the item using descriptive words.

6. DISTRIBUTION CLAUSE

- Use the correct "distributed by" clause on all packages. The correct item number, vendor number and country of origin must be included and must be printed in a sans serif font. The country of origin must be printed in all upper case letters, in a sans serif bold font, at least one point size larger than the address.
- "Distributed by" information may be printed in only one location on the package. Prefered placement is the bottom panel of a box, or the back, lower area of other packaging (header card, blister card, etc.). If package is a color label or insert with only one side printed, the clause should be placed on the lower area.

7. PHOTOGRAPHS AND ILLUSTRATIONS

- Photography of an item must appear on the front, back and two side panels of a box unless otherwise stated in the visual design guidelines for a specific brand category. If additional copy is needed, photos on side panels may be smaller. Illustrations may be placed on a back or side panel. If photography is requested for items in other package types, photos are generally placed on the front, but may be placed on the back (as appropriate for the item).
- If a photo shows an object not included with item, then the statement "Accessories shown in photo not included" must be printed under photo.
- If an item is a candle holder, candle lantern or any type of candle accessory, the photo must include a lit candle. The lit candle cannot be cropped out of the photo and the words "Candle not included" must appear under the photo.

8. WARNING/CAUTION

- Warnings and/or caution statements may appear on the back of a package if not legally required on the Principal Display Panel (PDP).
- Warning and caution statements must be printed in a sans serif font, must be clearly visible (not covered by product or other information) and must appear in legible type size (absolutely no smaller than 8 points). The word "WARNING" must be in all upper case letters, in a sans serif bold font, and must be preceded by a triangle with an exclamation mark ("!") inside.

NOTE: Some warning and safety information has specific size and placement requirements. Please adhere to these requirements.

9. UL CLAUSE AND LOGO

- If an item is UL listed, the UL logo should appear on all sides of the package.
- If an item has a polarized plug, the UL clause must be included on one side of the package (prefer same side as the "distributed by" clause, unless that clause is printed on the bottom of the box). Must be printed in a sans serif font.

10. OTHER COPY

• Key features not included as part of the identity statement should appear just below the identity statement in a smaller type size. If back is printed, copy may appear on back. Additional information, including any instructions (use, care, etc.), may be printed on a side or back panel.

11. PACKAGE STRUCTURE

- Refer to the Import Product Data Sheet for specific package structure requirements.
- Additional information may be found in the Packaging Quality section of this guide.

12. NET QUANTITY/WEIGHTS & MEASURES STATEMENT

• Size, quantity or weight of an item is included in this statement. Refer to the "Labeling Requirements" section of this Guide for further information. The symbols for feet (') and inches (") may not be used in the net quantity statement. See page 26 for a list of acceptable abbreviations.

- 1. PRICE LABEL
- 2. LOGO
- TRADE NAME 3. **PROTECTION SYMBOL**
- 4. HANG HOLE 5. IDENTITY

Must appear on front of card. If printing back, prefer it also appear on back.

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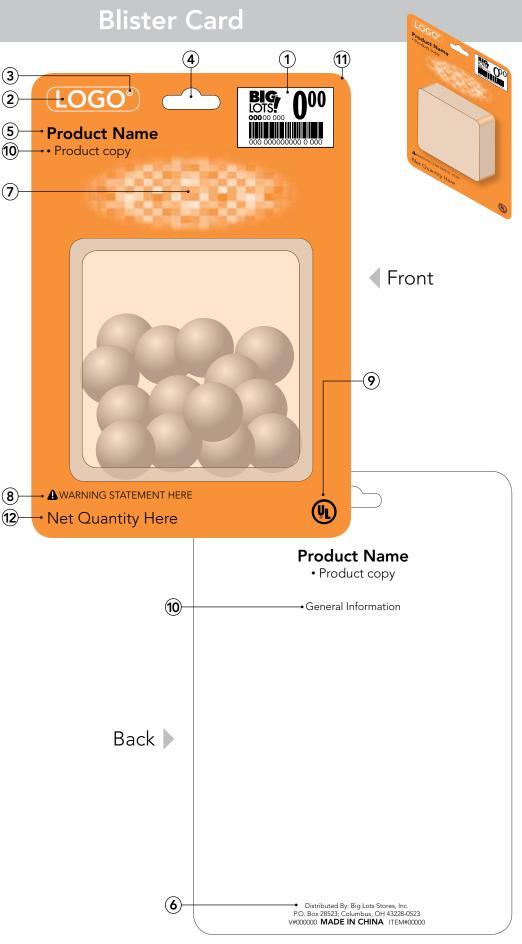
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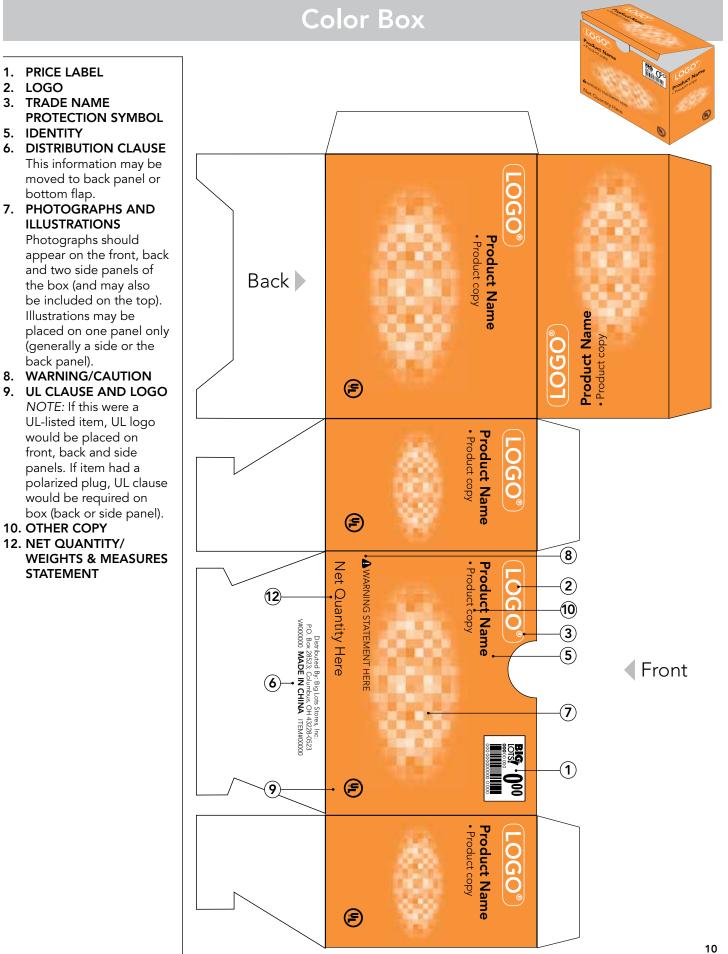
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- 6. DISTRIBUTION CLAUSE If printing back of card, this information may be moved to back.
- 7. PHOTOGRAPHS AND **ILLUSTRATIONS**

Photographs or illustrations may appear on front or back of card. If on back, they must be referenced in copy on front of card: "See illustration (photo) on back."

- 8. WARNING/CAUTION May appear on back if not legally required to appear on Principal Display Panel (PDP).
- 9. UL CLAUSE AND LOGO NOTE: If this were a UL-listed item, UL logo would be required on front of card. If item had a polarized plug, UL clause would be required on card (front or back).
- **10. OTHER COPY**
- **11. ROUNDED CORNERS**
- 12. NET QUANTITY/ WEIGHTS & MEASURES **STATEMENT**



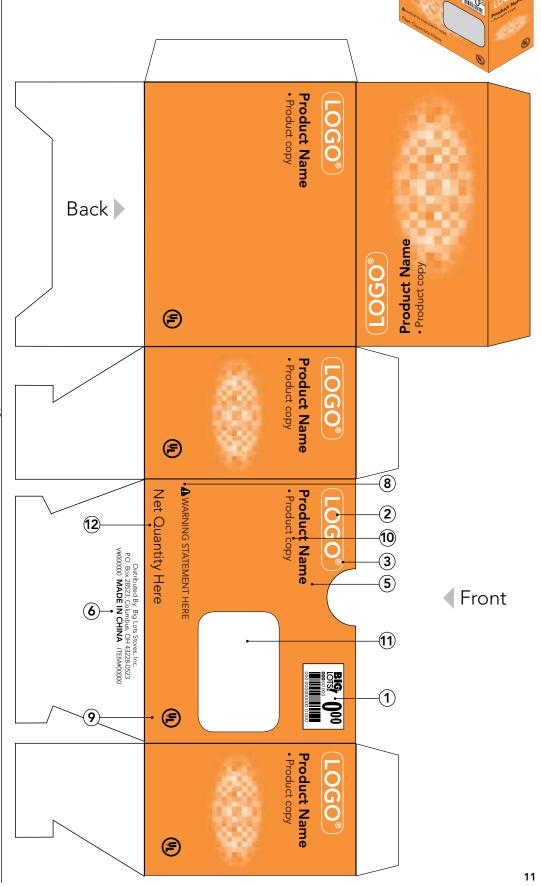


Color Box with Window

- PRICE LABEL 1.
- 2. LOGO
- 3. TRADENAME PROTECTION SYMBOL
- 5. IDENTITY
- 6. DISTRIBUTION CLAUSE This information may be moved to back panel or bottom flap.
- 7. PHOTOGRAPHS AND **ILLUSTRATIONS**

Photographs should be placed on side and back panels. Illustrations may be placed on a side panel or the back panel.

- 8. WARNING/CAUTION
- 9. UL CLAUSE AND LOGO NOTE: If this were a UL-
- listed item, UL logo would be placed on front, back and side panels. If item had a polarized plug, UL clause would be required on box (front or back).
- **10. OTHER COPY**
- 11. DIE CUT
- **12. NET QUANTITY/ WEIGHTS** & MEASURES STATEMENT



Color Label 1. PRICE LABEL 2. LOGO 3. TRADE NAME **PROTECTION SYMBOL** 5. IDENTITY 6. DISTRIBUTION CLAUSE 7. PHOTOGRAPHS AND 20 **ILLUSTRATIONS** 8. WARNING/CAUTION 9. UL CLAUSE AND LOGO NOTE: If this were a UL-listed item, UL logo would be required on label. If item had a polarized plug, UL clause would be required on label. **10. OTHER COPY** 12. NET QUANTITY/ WEIGHTS & MEASURES **STATEMENT** (1) (3) LOGO® BIG LOTS: 00 (2) **Product Name** (5)-• Product copy (10)-7

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- A WARNING STATEMENT HERE

Net Quantity Here

Distributed By: Big Lots Stores, Inc. P.O. Box 28523; Columbus, OH 43228-0523 V#000000 **MADE IN CHINA** ITEM#00000

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Hang Tag

1. PRICE LABEL

Note that the price label is placed on the back of the hang tag.

- 2. LOGO
- TRADE NAME 3. **PROTECTION SYMBOL**
- 4. HOLE ¼" DIAMETER
- 5. IDENTITY
- 6. DISTRIBUTION CLAUSE May be printed on back, instead of front.
- 7. PHOTOGRAPHS AND **ILLUSTRATIONS** Although not generally required on hang tags, photographs or illustrations may appear on front or back of tag.
- 8. WARNING/CAUTION May appear on back – if not legally required to appear on Principal Display Panel (PDP).
- 9. UL CLAUSE AND LOGO NOTE: If this were a UL-listed item, UL logo would be required on front of hang tag. If item had a polarized plug, UL clause would be required on hang tag (front or back).

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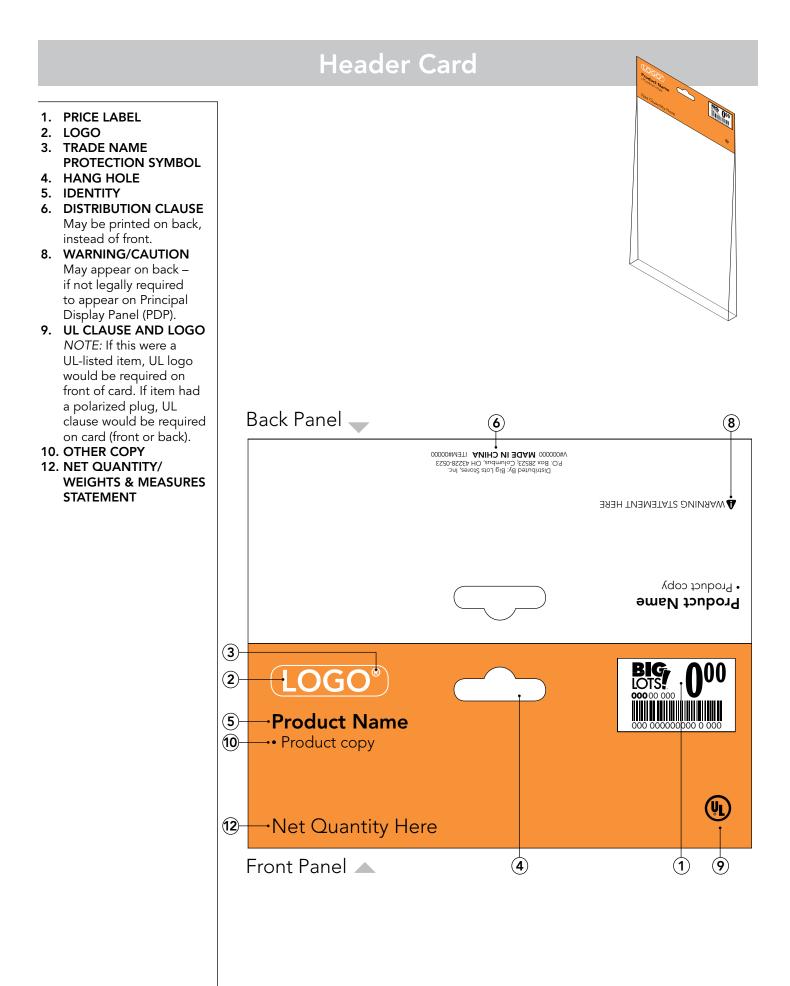
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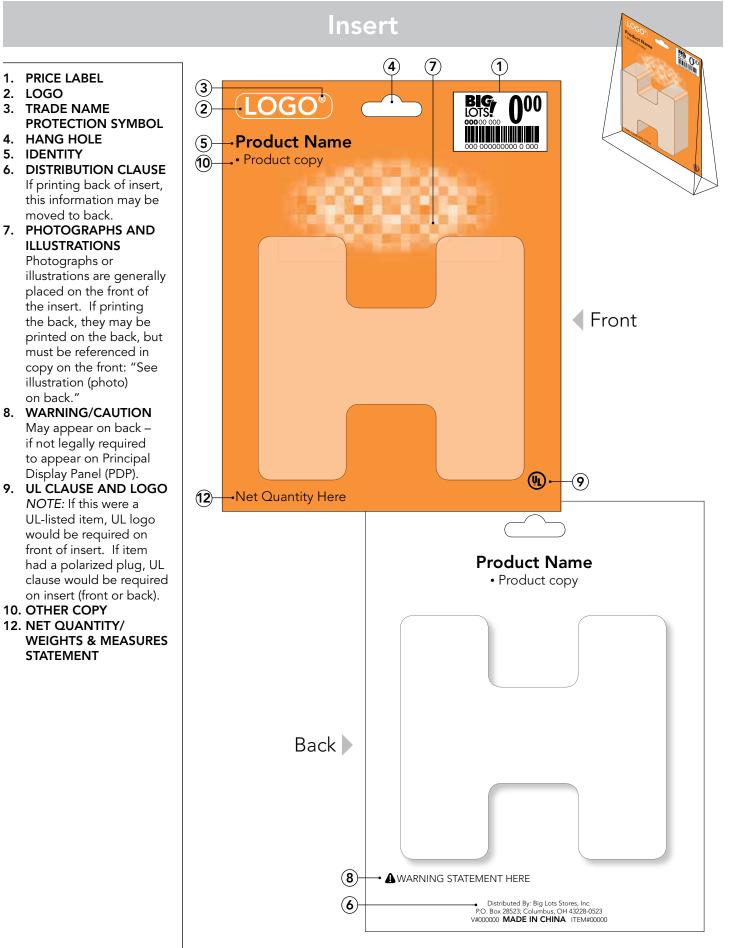
Back Side

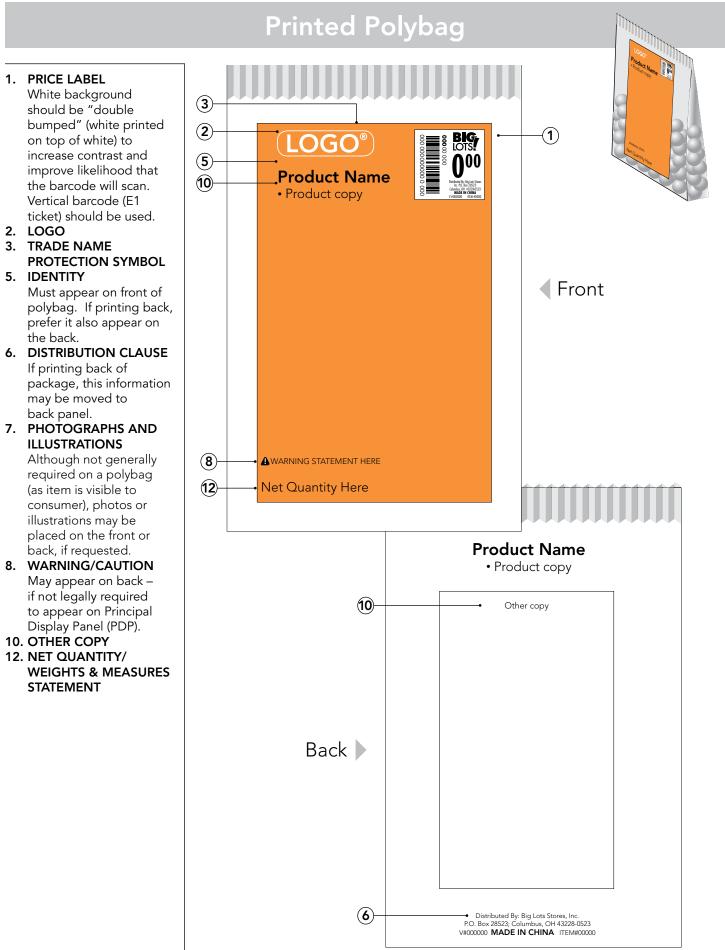
Distributed By: Big Lots Stores, Inc. P.O. Box 28523; Columbus, OH 43228-0523 V#000000 **MADE IN CHINA** ITEM#00000

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- **10. OTHER COPY**
- 12. NET QUANTITY/ **WEIGHTS & MEASURES** STATEMENT
- A: Small Items B: Large Items Front Side **NOTE:** Size may vary with scale of product. Product Name A: Small size – 3" W x 2" H B: Large size – 6" W x 4" H Product copy (ŲL) •Net Quantity Here (9) $(\mathbf{1})$ LOTS A WARNING STATEMENT HERE

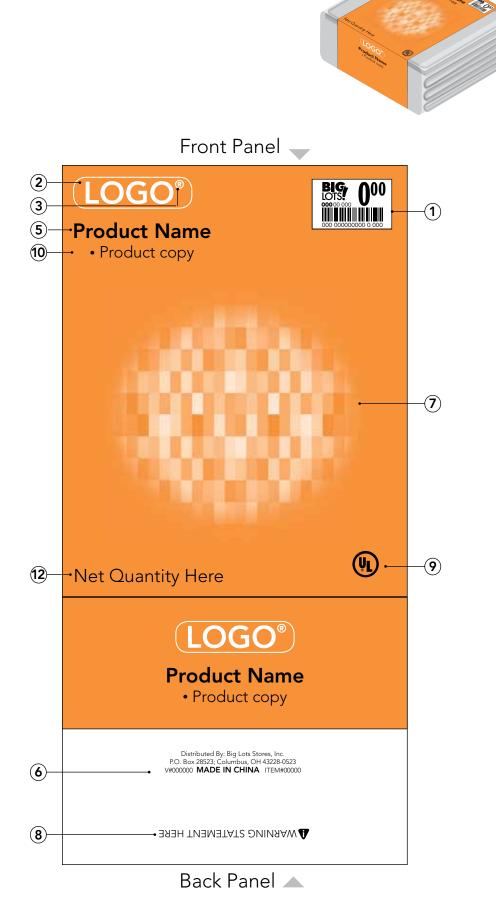






Printed Sleeve

- 1. PRICE LABEL
- 2. LOGO
- 3. TRADE NAME PROTECTION SYMBOL
- 5. IDENTITY
- 6. DISTRIBUTION CLAUSE If printing back of sleeve, this information may be moved to back.
- 7. PHOTOGRAPHS AND ILLUSTRATIONS Photographs should appear on the front of the sleeve. Illustrations may be placed on the back.
- 8. WARNING/CAUTION May appear on back – if not legally required to appear on Principal Display Panel (PDP).
- 9. UL CLAUSE AND LOGO NOTE: If this were a UL-listed item, UL logo would be required on front panel. If item had a polarized plug, UL clause would be required on front or back.
- 10. OTHER COPY
- 12. NET QUANTITY/ WEIGHTS & MEASURES STATEMENT



Wraparound Label



Overview

Primary packaging must provide the consumer with accurate information regarding the product. The U.S. Fair Packaging and Labeling Act (FPLA) legislates requirements for primary package labeling.

This section is an overview of **key** requirements and does not include detailed information about product-specific labeling. Vendors must ensure that all information required as a result of product testing is included on packaging.

Primary packaging must have:

- 1. Statement of identity located on the Principal Display Panel (PDP).
- 2. Net quantity of contents English and metric units or numerical count located on the Principal Display Panel (PDP).
- 3. "Distributed by" clause distributor's name and address, including zip code. Note: The FPLA requires that packaging include "the name and place of business of the manufacturer, packer, or distributor. Big Lots generally prefers that our distribution address be included.
- 4. Country of origin Big Lots prefers that this information be included as part of "distributed by" clause (see page 27).

Principal Display Panel

The Fair Packaging and Labeling Act (FPLA) defines the Principal Display Panel (PDP) of a package or label as "That part of a label [or package] that is most likely to be displayed, presented, shown, or examined under normal and customary conditions of display for retail sale."

Shown here are examples that illustrate the PDP.



Printed Polybag







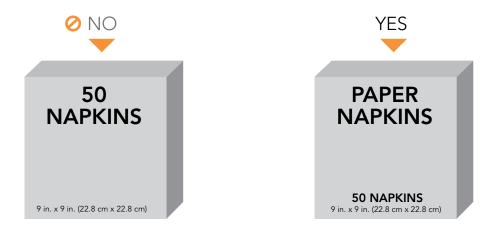
Color Label



Wraparound Label

Identity And Net Quantity Statements

FPLA regulations require that the PDP contain both an identity statement and a separate declaration of the net quantity.



Only the actual identification of the item should be included in the separate net quantity statement. Do not include the descriptive information contained in the identity.

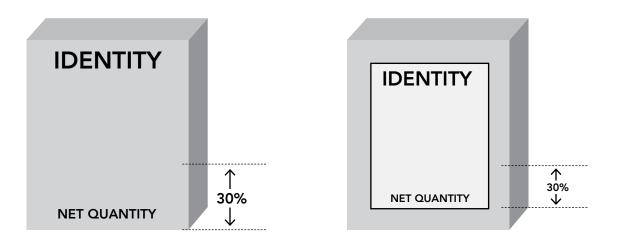


NOTE: If the item is a single item, and dimensions are not required, (e.g.: "Surge Protector,") the net quantity statement is not required.



Location of Net Quantity on Principal Display Panel

The net quantity statement must be located within the bottom 30% of the PDP. Either the entire front panel of a package or a spot label may be considered the PDP. However, if a spot label is used, it must be large enough for all the required label information to be included in the correct type size. (refer to pages 25 and 26).



Round or Cylindrical Principal Display Panels

In the case of cylindrical or nearly cylindrical containers, the identity and net quantity statements must appear within that 40% of the circumference most likely to be displayed, presented, shown or examined under customary conditions of display for retail sale.



Position of Identity and Net Quantity Statements on Principal Display Panel

Both the identity and net quantity statements must be placed on the PDP in a position that is "generally parallel" to the base on which the package rests as it is designed to be displayed.

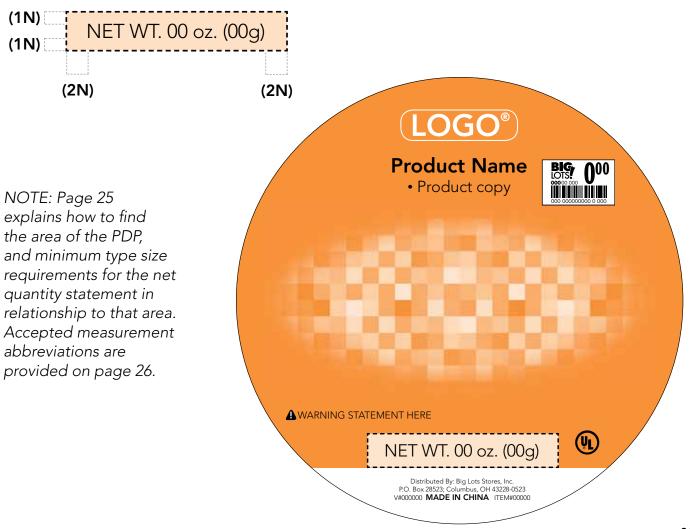


Qualifying terms

Terms such as "approximately," "average," "minimum," "full," "when packed," "giant," "jumbo," etc. **may not be used** in any statement of net quantity. The FPLA requires that the net quantity statement be accurate and unqualified.

Separation of Net Quantity Statement and Other Printed Matter

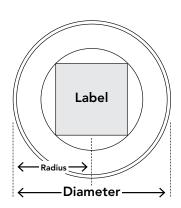
The net quantity statement must be separated from other printed label information. Separation above and below the statement must be at least a space equal to the height of the minimum type size required. Separation at each side of the statement must be equal to at least twice the width of the letter "N" of the typeface used. Use a sans serif font such as Helvetica for net quantity statements.



Determining Area of Principal Display Panel

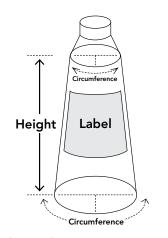
For the purpose of determining the required type size, the area of the PDP is defined as "the area of the side or surface of the package or container that bears the PDP" exclusive of tops, bottoms, rims at the tops and bottoms of cans, and shoulders and necks of bottles and jars. Regardless of the use of a spot label on a package, the area of the entire side or surface of the package governs the type size to be used.

In the following illustrations, individual types of containers are represented to show application of "area of PDP" as it is used to determine type size:



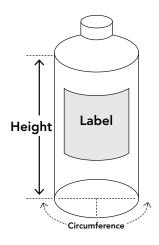
Circular Package îr(3.14) x R²= area

Area of PDP is pi (3.14) times radius squared.



Triangular Package 40% x H x ½ (base circumference + neck circumference) = area

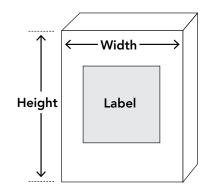
Area of PDP is 40% of the total surface area of the container excluding neck and shoulders or 40% of height times $\frac{1}{2}$ of the sum of base circumference plus neck circumference.



Cylindrical Package

40% x (H x circumference) = area

Area of PDP is 40% of bottle height times circumference. Tops, bottoms, rims at tops and bottoms of cans, and shoulders and necks of bottles or jars are not considered part of the PDP.



Rectangular Box W x H = area

Area of PDP is width times height. The size of the label has no bearing on the minimum type size.

Minimum Type Size of the Net Quantity Statement in Relationship to PDP

Area (Use table below to determine the minimum type size for net quantity statements.)

PDP Area	Inches	Millimeters	Points
5 Sq. In. or Less	1/16	1.59	5
Over 5 Thru 25 Sq. In.	1/8	3.18	10
Over 25 Thru 100 Sq. In.	3/16	4.76	14
Over 100 Thru 400 Sq. In.	1/4	6.35	19
Over 400 Sq. In.	1/2	12.7	37

If net quantity statement is embossed or molded on glass or plastic surface, increase type size by 1/16 inch, 1.59 millimeters or 5 points.

Remember, the net quantity statement must be located within the bottom 30% of the Principal Display Panel.

Accepted Abbreviations for Net Quantity Statement*

These abbreviations should also be used in the identity statement. **NOTE: You may not use the symbol " for inches or ' for feet in the net quantity statement.** These symbols may, however, be used in the identity statement.

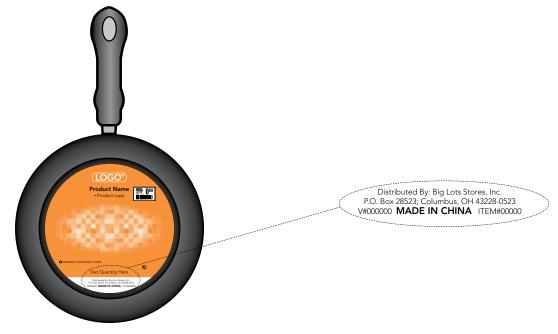
cont (contents)	Net Wt. (net weight)
dia (diameter)	od (outside diameter)
doz (dozen)	pc (piece) or pcs (pieces)
ea (each)	
id (inside diameter)	

For the following units of measure, note that you use the same abbreviation for both singular and plural (1ft., 5ft.). If the abbreviated word is spelled out, retain the plural when the number is greater than one (1 foot, 5 feet).

cl (centiliter[s])	gal (gallon[s])	lb (pound[s])	oz (ounce[s])
cm (centimeter[s])	g (gram[s])	m (meters[s])	qt (quart[s])
fl oz (fluid ounce[s])	in. (inch[es])	ml or mL (milliliter[s])	yd (yard[s])
ft (foot, feet)	l or L (liter[s])	mm (millimeter[s])	

Country of Origin

Every article of foreign origin imported into the United States (or its container) must be marked in a conspicuous place as legibly, indelibly, and permanently as the nature of the article (or container) will permit. The marking will indicate to the ultimate purchaser in the United States the English name of the country of origin of the article at the time of importation into the United States. The point size of the country of origin must be larger (one point size) than the "distributed by" statement.



Distribution Clause

All packaging must include the name and place of business of the manufacturer, packer, or distributor. Big Lots prefers to use a "distributed by" clause. The Big Lots clause also includes the country of origin (and an item and vendor number). There are two approved formats that may be used given the space constraints of a package.

Refer to the Visual References section of this Guide for correct placement on common package types.

3–Line Format

Distributed By: Big Lots Stores, Inc. P.O. Box 28523; Columbus, OH 43228-0523 V#00000 **MADE IN CHINA** ITEM#00000

5–Line Format

Distributed By: Big Lots Stores, Inc. P.O. Box 28523 Columbus, OH 43228-0523 V#000000 **MADE IN CHINA** ITEM #00000

Overview

Each day customers visiting our stores come in contact with thousands of packaged and labeled products. During those visits, the way a product is packaged may have a negative effect on their purchasing decisions. For example, if a package is partially crushed or a pouch is torn, chances are the consumer will not buy the item. We refer to this condition as the "acceptance threshold," and it applies to all products, including our lowest-priced commodities.

This section provides useful information to help ensure that we receive consistent, quality packaging from our many vendors.

On page 29 we provide general quality information. More technical information is available from our material and transportation suppliers.

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. If requested, Big Lots reserves the right to obtain your testing documents in order for Big Lots to verify results.

BACKER/BLISTER CARDS

- Lightweight items: 330 or 350 gsm (16 or 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: 135 gsm (26#) E-Flute Singleface Kraft Corrugate + 250 gsm (12 point) Clay Coated News Back (CCNB) + UV Gloss Varnish.
- Larger items: 170 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
- If box (L"+W"+D") = greater than 130" in size or greater than 200 lbs in weight 80 ECT / 330 or 350# C/B-Flute (doublewall with If box (L''+W''+D'') = greater than 330.2 cm in size or greater than 90.7 kg in weight

Suggested Corrugated Box 32 ECT / 200# C-Flute (singlewall)

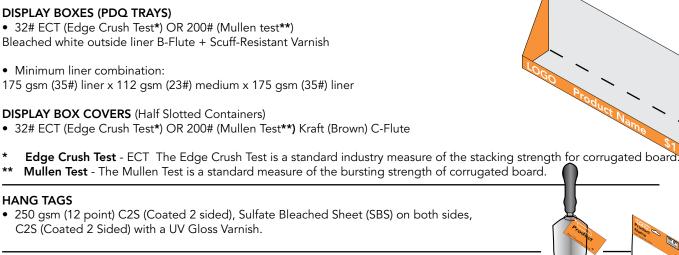
44 ECT / 275# C-Flute (singlewall)

48 ECT / 275# C/B-Flute (doublewall)

50 ECT / 330 or 350# C/B-Flute (doublewall)

innerpack)

Must meet ISTA Standards



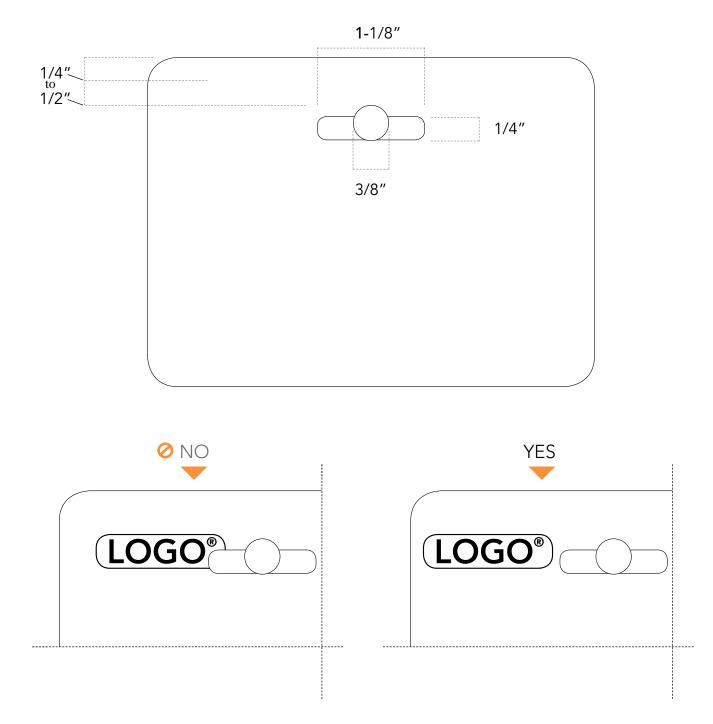
HEADER CARDS

- Lightweight items: 300 gsm (14 point) C2S (Coated 2 Sided) Sulfate Bleached Sheet (SBS)
- Heavier items: 330 or 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.



Hang Hole Specifications

Please follow these guidelines for backer cards, header cards and other packaging that requires a hang hole. Note that hang hole may not cut into logo, price ticket or copy.



Packaging Quality Guidelines

Cropping Photos

Good photographs can make packages more attractive and help to sell the item. But, to be effective, a photo must be cropped correctly. This page shows how photos should be cropped.





YES



Primary Packaging Types – Abbreviations

This Guide provides visual references for several of the most common packaging types. The list below includes additional packaging types used by Big Lots (abbreviations are shown to the left).

ABL Acetate Box with Label Acetate Box No Insert ABNI ACCB Acetate Cover Color Box Brown Box with Color Label BBCL BBL Brown Box Line Art Blister Card or Backer Card BC Back Stamp BS BWCL Bulk with Color Label Black and White Label BWL Black and White Label with Retail BWLR Color Box CB Color Box with Window CBW Color Label with Retail CLR CS Clam Shell Double Blister Card DBC DCC Die Cut Card HC Header Card HT Hang Tag Insert L Polybag with Header PBH PBI Polybag with Insert PP Printed Polybag Printed Polybag with Header PPH Printed Sleeve PS PSH Printed Sleeve with Header SC Slide Card SWL Shrink Wrap with Label SWPT Shrink Wrap with Printed Tray TOC Tie-On Card WACC Wraparound Color Card Wraparound Color Label WACL White Box with Color Label WBCL

Trademark Sublicense Agreement Form

Big Lots uses original brands on packaging, including Shop Basics, Fresh Finds, Village Green, BBQ Grates, and Classic Quarters (see complete list below). Vendors are required to complete and return a Trademark Sublicense Agreement form (pages 34-37) 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

AUTO MATICS **BBQ GRATES BIG LOTS PRIVATE LABEL** BRIDGEPORT CLASSIC QUARTERS CLIMATE KEEPER FANS CLIMATE KEEPER HEATERS COOK ON IT COUNTER COOK **CRASH ON IT** DAKIN | GENERAL/INFANT/DIAPER DAN RIVER **E SOURCE** FRESH FINDS FRESH FINDS INTERNATIONAL **FRESH LIVING** GAME DAY GEAR **GRAVEL ROADS GREAT GATHERINGS** GREAT GATHERINGS SUMMERTIME IT'S A KEEPER LIVING COLORS MEG & LILLY MY PAL MY PAL HOLIDAY ONCE UPON A TIME READY SET ROOM | ADULT/BOYS/GIRLS RIVAL SHOP BASICS SOUNDBODY STRATFORD STRATOLOUNGER STYLE ELEMENTS STYLE IT **VILLAGE GREEN** WILSON & FISHER

Vendor Number

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 evidence by your execution of this Agreement. If you do not accept all terms of this Agreement, you shall not be permitted to use th Trademarks for any purpose or have any other right in the Trademarks or goods bearing the Trademarks. You, the compan 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 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

DESCRIPTON OF SPECIFIC GOODS

ITEM NO.

⁽b) Additional Sublicense Restrictions. Nothing in this Agreement shall give Sublicensee any right, title or interes 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 th 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 A 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 I 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:

TRADEMARK

DESCRIPTON OF SPECIFIC GOODS

ITEM NO.

3. ADDITIONAL USE RESTRICTIONS AND 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 affliation 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 doe derogates from Big Lots' and its affiliated companies' rights in the Trademarks and will take no action that will interfere with diminish Big Lots' and its affiliated companies' rights in the Trademarks. All uses of the Trademarks by Sublicensee will into the benefit of Big Lots and its affiliated companies. Sublicensee will not use the trademarks in any way as an endorsem 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 th 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 provide 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, W 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 FRO OR RELATED TO SUBLICENSEE'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 DIREC[®] 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 tl Agreement. The term of this Agreement shall be for a period of one (1) month from the Effective Date and will automatical 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 Agreem by Sublicensee or other misuse of the Trademarks or Big Lots' (or its affiliated companies') other intellectual property right: shall automatically and immediately terminate this Agreement, with or without notice from Big Lots. From and after termina 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 432 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 herec 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 it affiliates, but the terms of this Agreement shall prevail in the event, and only to the extent, that they conflict with the expres terms of a Big Lots purchase order. This Agreement shall be governed 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 i Franklin County, Ohio, USA, and waives all objections to lack of personal jurisdiction and an inconvenient forum. If either p 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 here and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. If a 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:

Ву:	Effective Date:
	Address:
Title:	
Company:	City, State Zip:
	Country: