

Dear Vendor,

As we finalize the process of reviewing your documentation and potentially activating you as an approved vendor of Barnes & Noble College Booksellers, LLC (“BNC”, “us”, “we” or “our company”), you are required to review our company’s policies, standards, procedures, and our freight routing instructions (collectively, “Policies”) attached hereto (collectively, “Vendor Packet”). In event you are selected as an approved vendor, you are required at all times to comply with these Policies, including so that you efficiently service our account. The following contains details concerning these Policies. For purposes of this document, “you” and “Vendor” refer to the entity submitting this Vendor Packet to BNC, with such terms including Vendor’s subsidiaries, affiliates, contractors, subcontractors, agents and representatives. By conducting business with BNC, you are deemed to have consented to this Vendor Packet in its entirety. BNC reserves the right to amend this Vendor Packet from time to time and in its sole discretion. In such event, BNC will provide notice to Vendors via email or using BNC’s vendor portal (“Portal”). If a Vendor continues to do business with BNC after receiving notice of such amendments, Vendor will be deemed to have accepted all such amended terms. Finally, in the event any term of this Vendor Packet conflict with any of your terms, including but not limited to those on a purchase order or other document, this Vendor Packet shall control unless we otherwise agree in writing.

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GOVERNMENT W-9 FORM Included with this document is an updated W-9. This request for your Taxpayer Identification Number and Certification needs to be completed, signed, and dated by the supplier (except for Government agencies). Foreign vendors please complete the W-8. *The W9 ensures the following: your business’s legal name (and D/B/A, if any) are correct; your tax ID (FEIN or SSN) is accurate; you are a U.S. entity; and your tax withholding status is correct.	PDF

Please review this information with the appropriate staff within your organization for each topic listed to ensure that all required Policies will be followed.

We are unable to process payments until all required signed documents are received.

Vendor Return Information Request Form

BUSINESS ADDRESS

ADDRESS AND CONTACT INFORMATION REQUIRED

Vendor Name _____

Address _____

City _____

State/Province/Region _____

Country _____

Zip/Postal Code _____

Corporate Contact _____

Contact Title _____

Phone _____

Fax _____

Email Address _____

REMIT TO (ADDRESS TO SEND PAYMENTS)

PLEASE CHECK IF ADDRESS IS SAME AS BUSINESS

PLEASE CHECK IF CONTACT IS SAME AS BUSINESS

Remit Contact _____

*If you would like to receive remittance advice via email, contact information is REQUIRED

ORDER ADDRESS

PLEASE CHECK IF ADDRESS IS SAME AS BUSINESS

Vendor Name _____

Address _____

City _____

State/Province/Region _____

Country _____

Zip/Postal Code _____

PLEASE CHECK IF CONTACT IS SAME AS BUSINESS

Order Contact _____

Contact Title _____

Phone _____

Fax _____

Email Address _____

RETURN TO

PLEASE CHECK IF ADDRESS IS SAME AS BUSINESS
PHYSICAL ADDRESS REQUIRED FOR RETURNS

PLEASE CHECK IF CONTACT IS SAME AS BUSINESS

Returns Contact _____

Vendor Return Information Request Form

Attach copy of your Return Policy

Please Check Boxes Yes or No

	Yes	No
Do you accept returns?	<input type="checkbox"/>	<input type="checkbox"/>
Do you charge restocking/penalty fees? **If yes, please describe within your return policy**	<input type="checkbox"/>	<input type="checkbox"/>
Is authorization required?	<input type="checkbox"/>	<input type="checkbox"/>
From Invoice date, what are the min / max number of days to return ship? Min: _____ Max: _____ Is there a max return %?		

If you accept returns and want to receive detailed information from the return documents listed in our remittance advices, please provide an email address: _____

Additional return information:

Diversity Information for Reporting Purposes

Minority Indicator - Select the most appropriate, accurate choices. Generally, a business is considered "Large" if it has 500 or more employees. "None of these" should be used when the entity being transacted with is a foreign business of any size or status. These special statuses are only relevant for US businesses.

HUB Zone Business – "Historically Underutilized Business" zone businesses are those located in areas falling below minimum median income standards as designated by the US government. Check this designation if you are operating in a government designated HUB zone.

- | | | |
|--|---|--|
| <input type="checkbox"/> Small Business | <input type="checkbox"/> Service Disabled Veteran Owned Bus | <input type="checkbox"/> Large Business |
| <input type="checkbox"/> Small Minority Owned Business (Disadvantaged) | <input type="checkbox"/> Veteran Owned Business | <input type="checkbox"/> Government Agency |
| <input type="checkbox"/> Small Woman Owned Business | <input type="checkbox"/> HUB Zone Business | <input type="checkbox"/> None of these |

Payment Method Information Form

Does your company accept VISA credit card payments? Yes _____ No _____

Are you able to process consolidated payments? Yes _____ No _____

Is there a transaction dollar amount limit? Y _____ N _____ If yes please list

Amount _____

We invite you to sign up for our fast credit card payment option. All you need to participate is an email address to receive payment information.

Paper based payments make a sizable impact on the environment and are costly and inefficient. The transition to card payments is part of our companywide efforts to move to electronic solutions.

By accepting your payment by credit card, your organization may:

- **Receive payments faster.** Credit card payments are generally faster than checks and there is no need for you to make trips to the bank.
- **Increase fraud protection.** You will receive a virtual credit card number, which can only be used for the specific payment transaction.
- **Simplify reconciliation.** You'll receive detailed electronic remittance information in a secure email.

What you need to know

For each payment we issue, you will receive a single-use Visa number and all remittance detail for the payment. You will process it just like any other credit card payment when you don't have the card. For example, you might select **card not present** and then complete the transaction on your point-of-sale (POS) terminal.

What you need to do

- Complete the information at the top of this form and provide email address below. **Please note that only one email address can be sent the payment information.**
- Look for a response back that will provide confirmation that we have set your company to receive virtual card payments when invoices are due according to terms. We will include a Quick Reference Guide for processing payments.
- Process virtual card payments in a timely manner.

VENDOR INFORMATION:

Email Address: _____

To receive Single Use Visa number and remittance detail

Vendor Name: _____

Signature: _____

Title: _____

Vendor Certification and Code of Conduct Acknowledgment

Approved Vendors are required to read, understand, and comply with BNC's Vendor Certification and Code of Conduct Policy ("Code of Conduct").

You must certify you are in compliance with these terms and will continue to monitor your facilities (including contractors, subcontractors and suppliers) to the before mentioned standards. If any violations are found in any of your facilities, you must notify BNC in writing immediately and take appropriate action.

You also understand BNC reserves the right to cancel any and all purchase orders ("PO") and return product with any resources found to be in violation of these standards.

By signing below, you certify:

- Products supplied to or manufactured for BNC hereunder (collectively, "Products") fully comply with all applicable laws, rules, regulations and product safety and other industry standards (collectively, "Applicable Laws").
- Vendor has exercised due care and established systems, policies and procedures to ensure the foregoing and is aware of no information that reasonably suggests any Product is in violation of any Applicable Laws.
- Vendor understands and agrees BNC may (but is not required to) monitor compliance with this policy through random product testing, audit reviews, documentation verification, or otherwise.
- Vendor is solely accountable for all expenses related to recalling, replacing or repairing all Products;
- Vendor shall defend, indemnify and hold BNC harmless from all liabilities, legal or other actions, penalties, fines, costs, claims, demands, losses, damages, settlements, or other expenses (including attorneys fees) arising from Vendor's non-compliance with any Applicable Laws this Vendor Packet, or a third party's proprietary or intellectual property rights.
- If required by any of our college or university clients to disclose factory name, location, or other information of any entity producing the requesting school's logoed product, Vendor immediately shall forward that information to BNC in writing.

In addition to the above, BNC has a core set of principles it requires its Vendors to review and uphold.

Diversity and Inclusion

We expect our Vendors to promote diversity, respect, and inclusion in their workplaces and in their interactions with third parties. Our Vendors must not discriminate against individuals – or harass, threaten, or retaliate against them – on the basis of their gender, race, color, age, disability, sexual orientation, ethnic origin, religion, or any other protected category under Applicable Laws.

Ethical Commercial Dealings and Conflicts of Interest

We have adopted a corporate Foreign Corrupt Practices Act and Anti-Bribery Compliance Policy, which includes the Indian Prevention of Corruption Act. Accordingly, we expect our Vendors to comply with all anti-corruption, anti-bribery, and similar laws applicable to them in each jurisdiction in which they do business. Specifically, Vendors are not permitted to make any illegal payments (or promises of them) to, or offers or agreements with, government officials for the purpose of inducing an unfair business advantage. Vendors also shall not take any other actions, including but not limited to gifts or entertainment for suppliers or our employees, in an effort to gain improper advantage or preferential treatment. In short, you must always act with the highest ethical, legal, and respectful standards when conducting operations with us or in any way relating to our company.

Inside Information

BNC is owned by Barnes & Noble Education, Inc., which is a publicly traded company. U.S. securities laws prohibit a person or entity who has "material" inside information, whether positive or negative, about a company from trading in shares of the company's common stock or any other securities of the company or disclosing such information to other persons who buy or sell such stock or securities based on such information. The consequences of the foregoing actions can be severe, including civil and criminal penalties. Accordingly, if a Vendor becomes aware of inside information about our company in the course of its dealings with us, the Vendor must have internal written

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policies and procedures for the proper handling and use of such information. All such policies and procedures must comply with Applicable Laws and be designed to prevent inappropriate access to or disclosure of inside information.

Confidentiality

Vendors must maintain the confidentiality of our proprietary business, financial, marketing, and other corporate information, including but not limited to personal information about our employees and customers we serve, both as a matter of course and in compliance with Applicable Laws. You are not permitted to use such information for personal gain and are restricted from using such information for any purpose other than performing your obligations to us hereunder.

Privacy and Information Security

Vendors must comply with BNC's privacy policy, which is publicly available on our website. Because we update our privacy policy from time to time, you are required to periodically visit our site and review any changes to the policy. As noted above, you may use information obtained through your relationship with us only for the purposes described in this Vendor Packet. Further, all Vendors must implement and maintain reasonable and appropriate administrative, physical and technical safeguards to protect our confidential information from unauthorized access, destruction, use, modification, or disclosure. You also must have in place sufficient information security and privacy policies covering access to and use of our confidential information, including but not limited to business continuity plans. Finally, Vendors are required to notify us immediately of actual or suspected privacy breaches, security breaches, or losses of our information.

Intellectual Property

All Products you supply to us must not violate the patent, trademark, copyright, or any other proprietary or intellectual property rights of any third party.

Certification and Right to Inspect

Vendors must maintain sufficiently detailed records to document their compliance with this Code of Conduct. We reserve the right to request such documentation at any time, and you hereby agree to reasonably respond to all such requests. Failure to maintain records as described here may result in BNC determining it no longer will conduct business with you.

THIS DOCUMENT MUST BE FILLED OUT COMPLETELY AND IS REQUIRED BEFORE WE CAN PROCEED

Legal Name of Vendor (please print)

Address, City, State, Zip (please print)

Name of Individual Officer, Director, Partner, Principal or Owner of Vendor (please print)

Title (please print)

Signature (Required)

Email Address (please print)

Fair Labor Association ("FLA") Member # (leave blank if N/A)

FREIGHT ROUTING GUIDE ACKNOWLEDGMENT

A Vendor officer, director, partner, principal, or owner (collectively, "Officer") must sign this acknowledgement. If we do not receive a signed copy, we will assume you accept the terms of the Vendor Routing Guide. We appreciate your prompt response.

Company Name: _____

Signature: _____

Name: _____
(Print)

Title: _____ Date: _____
(Print)

Please print the address to which future updates to this Vendor Packet should be sent:

Check if same as information on Information Request Form

Company Name: _____

Street Address: _____

City, State & Zip Code: _____

Attention: _____

Phone: _____ Fax: _____

Email Address: _____

***IMPORTANT:** Do you ship from a 3rd party facility? **YES** **NO**

If YES, you MUST print the name, address, contact name, phone # and email address of the 3rd party(s):

Company Name: _____

Street Address: _____

City, State & Zip Code: _____

Phone: _____ Email: _____

Re: Barnes & Noble College Booksellers, LLC

Barnes & Noble College Booksellers, LLC (Federal Tax Id # 27-0884085) is one of the leading college bookstore operators in the United States with 772 campus bookstores with Fiscal Year 2020 Sales of \$1.7 Billion. Barnes & Noble College Booksellers, LLC is owned by Barnes & Noble Education, Inc. (Federal Tax ID # 46-0599018) and traded on the NYSE under the symbol BNED. Financial information for Barnes & Noble College Booksellers, LLC is included within the financial information of Barnes & Noble Education, Inc., and is filed with the Securities Exchange Commission which can be accessed via the following link <http://investor.bned.com/sec.cfm>.

We are pleased to provide you with the following Corporate Credit information:

BANKS

JP Morgan Chase
270 Park Avenue, 43rd Floor
New York, NY 10017
Attn: Thomas J. Cox
Managing Director
Phone # 212-622-3436
Thomas.j.cox@jpmorgan.com

TRADE REFERENCES

Pearson Education
200 Old Tappan Road
Old Tappan, NJ 07073
Attn: Joseph Marinaro
VP of Finance
joseph.marinaro@pearson.com

Jardine Associates
200 Compass Circle
North Kingstown, RI 02852
Attn: Patti Gough
Assistant Controller
Phone #401-667-6389

Cengage Learning
10650 Toebben Drive
Independence, KY 41051
Attn: Tim Plummer
Director of Credit Services
tim.plummer@cengage.com
Phone #859-657-4711 ext 74711

Sincerely,

Thomas D. Donohue



Executive Vice President, Chief Financial Officer
Barnes & Noble Education, Inc.

BILLING OF MERCHANDISE

BNC requires one master account for all BNC bookstores. Please note Barnes & Noble, Inc. is a separate legal entity and billing account from BNC. **All** individual bookstore ship-to accounts must roll up to the master account for the purpose of creating statements and invoice accountability. Statements must be sent in an Excel format via email to your BNC Vendor Relations Representative at the beginning of each month. All statements must include the invoice number, invoice date, amount due, BNC purchase order number, BNC store number, and comments (if applicable).

If not transmitting invoices via EDI, BNC requires that all invoices be sent via email in PDF format to MerchandisePayables@bncollege.com or mailed to the address provided below. All invoices require an invoice number that is unique for each shipment, invoice date, BNC store number, BNC purchase order number, description of the items being billed (ISBN or SKU and title of Product being shipped), price, discount, cost, freight (if applicable) and total cost. A packing slip or invoice copy must be sent with the Products.

The billing address is:

Barnes & Noble College Booksellers, LLC
School Name and Store Number
P.O. Box 506
Basking Ridge, NJ 07920

CLOSED STORES

BNC will send a letter to Vendors indicating an upcoming closed store date. No further billing or shipping may be processed to the BNC account for any closed stores as of the closed date. All returns must be received and all credits applied to the account immediately. BNC is not liable for Products shipped to a store after the closed date.

NAME/ADDRESS CHANGE

If your company has a change in name or address, a request must be made on the Portal. Address changes must indicate both the old and new addresses.

RETURNS

Vendors must submit all return discrepancy claims to the Vendor Relations Department no later than 6 months from the return date. All claims submitted must include BNC's original return chargeback number and your credit memo number indicating the dollar difference and the reason for the discrepancy. BNC will not be responsible for return claims submitted more than 6 months after the return date. Returns are charged back at the time the Products are shipped; therefore, we cannot reference your credit memo on our payment remittance. All return chargebacks appearing on our payment remittance will reference BNC's return document number, which is also the same number that appears on the return document enclosed in the carton. Payment for return discrepancies will reference BNC's original return number followed by a "P" for reconciliation purposes.

- **Request for copies of Returns** – A copy of the return document is placed in the box with the returned Products. A second copy is sent to your payment address within the week of the related payment. BNC will not be liable for any copies requested after 6 months.
- **Non-receipt or Carton Shortage Claim** – All non-receipt claims must be submitted in writing to our Vendor Relations Department after 90 days but no later than 6 months following the return to allow BNC to obtain proof of delivery.
- **Price/Discount** – All price or discount claims must be submitted in writing no later than 6 months from invoice date. A copy of BNC's return chargeback and your credit memo listing the difference along with a copy of the original invoice must be sent to the Vendor Relations Department.
- **Unacceptable Returns** – Any merchandise that is returned by a BNC store that is deemed unacceptable must be returned to the bookstore within 60 days in accordance with the BNC freight routing guide instructions. Vendor must include a copy of our return document and indicate the reason why the Products are being returned and send a copy of the documentation to the Vendor Relations Department. Under no circumstances should unacceptable returns be destroyed. **Please Note BNC transfers Products between stores; therefore, total company purchases must be reviewed for invoice coverage.**

PAYMENT DISCREPANCIES

Unidentified payments should never be applied to other open claims; instead, they must be posted as “Unapplied Cash”.

TICKETING INFORMATION

As a potential new Vendor, you have been approved for a single location or multiple locations within our store roster. The following section explains the importance of the technology we have developed to better track our General Merchandise (“GM”). We refer to our merchandising systems as Intrepid and Oracle (CORE).

Data capture and data integrity at the store level is a major focus. It helps us better manage inventory as well as identify both hot SKUs to reorder and slow selling SKUs to markdown. We currently capture roughly 90% of our GM sales on Intrepid.

Our second focus continues to be the ease of receiving merchandise and its flow to our selling floors. Your help is required in this pursuit with proper UPC ticketing, barcoding and proper retail pricing by SKU. Ticketing mistakes, while minimal, do cause many store inefficiencies. The internal costs to fix the problems must be offset by chargebacks to the Vendors causing such expenses. Therefore, we will issue chargebacks for improperly ticketed merchandise at \$25 per order and \$1.00 per item. Our desire is not to have a profit center built by chargebacks, but an offset to the internal expense of reticketing, poor data, and lost sales. We would prefer to have perfect ticketing execution by our Vendors, therefore precluding our need to write any chargebacks.

EDI INFORMATION

As part of our ongoing technological improvement strategy, BNC has implemented Oracle Retail as our GM system of record. We also converted to an EDI-based (Electronic Data Interchange) environment for ordering, receiving, and invoice processing. EDI enables a streamline, paperless process that allows for more accurate and efficient ordering and receiving as well as expedited processing of invoices. We require exchange of all order-related information with our Vendors via EDI. EDI requirements are communicated to vendor by our EDI Certification Team.

- CORE orders must be processed using a CORE PO number and must contain only authorized items.
 - Inbound PO Vendors must receive an outbound CORE PO back before final processing.
- All paperwork and cartons must reference a single CORE PO number.
- All EDI-capable Vendors must send an ASN containing all items shipped prior to physical delivery.
- All EDI shipments must have UCC-128 labels on each carton so stores can scan-receive to increase receiving accuracy and avoid delays in payment processing.
- Invoices must reference our CORE PO number, and you must invoice us by “each” only (not by the case).
- Credits must be issued on a separate document; they cannot be combined on an invoice.

REQUIREMENTS

BNC follows standard EDI guidelines based on ANSI ASC X12 version 4030 standards. Our required EDI transaction sets are:

- 810 Invoice
- 832 Item Catalog (or PIM Spreadsheet)
- 850 Inbound/Outbound Purchase Order (direction depends on product type)
- 855 PO Acknowledgement
- 856 Advance Shipment Notification
- 860 PO Change
- 997 Functional Acknowledgement

ITEM INFORMATION

Item catalogs must be handled as follows:

- EDI 832: we can accept an EDI 832 based on our specification for new items and item maintenance.
- PIM (Product Information Manager): working with your GM buyer, item information is sent using PIM.
- Cost changes must be communicated separately using a form provided by your GM buyer.

Please note that ALL items must be set up in CORE before POs are created. Failure to comply will result in failed POs and missed orders and/or business.

CONNECTIVITY

BNC supports the following possible connections:

- AS2: a direct point-to-point connection
- Value Added Network (VAN), which can connect to a trading partner or their chosen VAN
- IBM Supplier Portal: web-based solution for trading partners without EDI capabilities

To begin your EDI On-boarding please contact your buyer representative or Steve Schatten at Sschatten@bncollege.com.



Vendor Certification Disclosure Program & Code of Conduct

February 2021

FAIR LABOR ASSOCIATION

The issue of labor practices in the workplace is a very important topic to BNC. Over the years, there has been an increased awareness generated by student groups about business practices and the eradication of sweatshop labor in the United States and abroad. As a service provided for over 1,400 physical, virtual, and custom bookstores in the United States, BNC applauds these efforts and is committed to conducting business in a socially responsible manner. For any non-book apparel company seeking an approval status, whether licensed to use college logos or one not using the co-branding approach, we require their membership with the FLA before granting a vendor number. Our commitment to students is that all non-book Product carried in our stores is subject to proper monitoring practices.

BNC is a member of the FLA and sits on its University Advisory Council. To become an approved Vendor, you must review the FLA Workplace Code of Conduct (also available on the FLA website at https://www.fairlabor.org/sites/default/files/fla_code_of_conduct.pdf) and return the certification form, signed by an Officer of your Company, when you return this signed Vendor Packet to us. For reference, the FLA's compliance benchmarks are available on the FLA website at https://www.fairlabor.org/sites/default/files/fla_workplace_compliance_benchmarks_rev_10.2020.pdf.

In our continuing efforts to respond to the growing concerns of our clients and customers, you must provide your position on a full factory disclosure. While we understand that disclosure is a sensitive subject, it will reinforce to our clients and customers the commitment on behalf of our vendor community to address the need to eradicate sweatshop labor. All approved Vendors must declare their intent on disclosure to us by signing the attached form and returning it to us when you submit your signed Vendor Packet. This information will be kept on file, and we will share any of our clients' requests for that information directly with you.

While it is not our place to tell any Vendor how to run its business, it is our choice to only do business with entities that share our vision and concerns. We appreciate your prompt attention and support in this manner. Should you have any questions or concerns, please do not hesitate to contact Celeste Risimini-Johnson, Chief Merchandising Officer, at crjohnson@bncollege.com.

WORKPLACE CODE OF CONDUCT

The FLA has adopted the following set of standards defining decent and humane working conditions, which were formulated by the Apparel Industry Partnership. The Association believes that consumers can have confidence that products that are manufactured in compliance with these standards are not produced under exploitative or inhumane conditions.

Forced Labor

There shall not be any use of forced labor, whether in the form of prison labor, indentured labor, bonded labor or otherwise.

Child Labor

No person shall be employed at an age younger than 15 (or 14 where the law¹ of the country of manufacture allows) or younger than the age for completing compulsory education in the country of manufacture where such age is higher than 15.

Harassment or Abuse

Every employee shall be treated with respect and dignity. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse.

Nondiscrimination

No person shall be subject to any discrimination in employment, including with respect to hiring, salary, benefits, advancement, discipline, termination or retirement, on the basis of gender, race, religion, age disability, sexual orientation, nationality, political opinion, or social or ethnic origin.

Health and Safety

Employers shall provide a safe and healthy working environment to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of employer facilities.

Freedom of Association and Collective Bargaining

Employers shall recognize and respect the right of employees to freedom of association and collective bargaining.

Wages and Benefits

Employers recognize that wages are essential to meeting employee's basic needs. Employers shall pay employees, as a floor, at least the minimum wage required by local law or the prevailing industry wage, whichever is higher, and shall provide legally mandated benefits.

Hours of Work

Except in extraordinary business circumstances, employees shall (i) not be required to work more than the lesser of (a) 48 hours per week and 12 hours of overtime or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture or, where the laws of such country do not limit the hours of work, the regular work week in such country plus 12 hours overtime and (ii) be entitled to at least one day off in every seven day period.

Overtime Compensation

In addition to their compensation for regular hours of work, employees shall be compensated for overtime hours at such premium rate as is legally required in the country of manufacture or, in those countries where such laws do not exist, at a rate at least equal to their regular hourly compensation rate.

¹ All references to local law throughout this Code shall include regulations implemented in accordance with applicable local law.

PRINCIPLES OF MONITORING²

In addition to complying with all Applicable Laws of the country of manufacture, Vendors shall comply with and support the Workplace Code of Conduct in accordance with these Principles of Monitoring and shall apply the higher standard in cases of differences or conflicts.

I. Obligations of Companies

A. Establish Clear Standards

- Establish and articulate clear, written workplace standards.³
- Formally convey those standards to company factories as well as to contractors and suppliers.⁴
- Receive written certifications, on a regular basis, from company factories as well as contractors and suppliers that standards are being met and that employees have been informed about the standards.
- Obtain written agreement of company factories and contractors and suppliers to submit to periodic inspections and audits, including by independent external monitors, for compliance with the workplace standards.

B. Create an Informed Workplace

Ensure that all company factories as well as contractors and suppliers inform their employees about the workplace standards orally and through the posting of standards in a prominent place (in the local languages spoken by employees and managers) and undertake other efforts to educate employees about the standards on a regular basis.

C. Develop an Information Database

- Develop a questionnaire to verify and quantify compliance with the workplace standards.
- Require company factories and contractors and suppliers to complete and submit the questionnaire to the company on a regular basis.

D. Establish Program to Train Company Monitors

Provide training on a regular basis to company monitors about the workplace standards and applicable local and international law, as well as about effective monitoring practices, so as to enable company monitors to be able to assess compliance with the standards.

E. Conduct Periodic Visits and Audits

- Have trained company monitors conduct periodic announced and unannounced visits to an appropriate

² It is recognized that implementation by companies of internal monitoring programs might vary depending upon the extent of their resources but that any internal monitoring program adopted by a company would be consistent with these Principles of Monitoring. If companies do not have the resources to implement some of these Principles as part of an internal monitoring program, they may delegate the implementation of such Principles to their independent external monitors.

³ Adoption of the Workplace Code of Conduct would satisfy the requirement to establish and articulate clear written standards. Accordingly, all references to the “workplace standards” and the “standards” throughout this document could be replaced with a reference to the Workplace Code of Conduct.

⁴ These Principles of Monitoring should apply to contractors where the company adopting the workplace standards is a manufacturer (including a retailer acting as a manufacturer) and to suppliers where the company adopting the standards is a retailer (including a manufacturer acting as a retailer). A “contractor” or a “supplier” shall mean any contractor or supplier engaged in a manufacturing process, including cutting, sewing, assembling and packaging, which results in a finished product for the consumer.

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sampling of company factories and facilities of contractors and suppliers to assess compliance with the workplace standards.

- Have company monitors conduct periodic audits of production records and practices and of wage and hour and payroll and other employee records and practices of company factories and contractors and suppliers.

F. Provide Employees with Opportunity to Report Noncompliance

Develop a secure communications channel, in a manner appropriate to the culture and situation, to enable company employees and employees of contractors and suppliers to report to the company on noncompliance with the workplace standards, with security that they will not be punished or prejudiced for doing so.

G. Establish Relationships with Labor, Human Rights, Religious or Other Local Institutions

- Consult regularly with human rights, labor, religious or other leading local institutions that are likely to have the trust of workers and knowledge of local conditions and use, where companies deem necessary, such local institutions to facilitate communication with company employees and employee of contractors and suppliers in the reporting of noncompliance with the workplace standards.
- Consult periodically with legally-constituted unions representing employees at the worksite (if any) regarding the monitoring process and use, where companies deem appropriate, the input of such unions.
- Assure that implementation of monitoring is consistent with applicable collective bargaining agreements.

H. Establish Means of Remediation

- Work with company factories and contractors and suppliers to correct instances of noncompliance with the workplace standards promptly as they are discovered and take steps to ensure that such instances do not recur.
- Condition future business with contractors and suppliers upon compliance with the standards.

II. Obligations of Independent External Monitors

A. Establish Clear Evaluation Guidelines and Criteria

Establish clear, written criteria and guidelines for evaluation of company compliance with the workplace standards.

B. Review Company Information Database

Conduct independent review of written data obtained by company to verify and quantify compliance with the workplace standards.

C. Verify Creation of Informed Workplace

Verify that company employees and employees of contractors and suppliers have been informed about the workplace standards orally, through the posting of standards in a prominent place (in the local languages spoken by employees and managers), and through other educational efforts.

D. Verify Establishment of Communications Channel

Verify that the company has established a secure communications channel to enable company employees and employees of contractor and suppliers to report to the company on noncompliance with the workplace standards, with security that they will not be punished or prejudiced for doing so.

E. Be Given Independent Access to, and Conduct Independent Audit of, Employee Records

- Be given independent access to all production records and practices and wage and hour and payroll and other employee records and practices of company factories and contractors and suppliers.
- Conduct independent audit, on a confidential basis, of an appropriate sampling of production records and practices and wage and hour and payroll and other employee records and practices of company factories and contractors and suppliers.

F. Conduct Periodic Visits and Audits

Conduct periodic announced and unannounced visits, on a confidential basis, of an appropriate sampling of company factories and facilities of contractors and suppliers to survey compliance with the workplace standards.

G. Establish Relationships with Labor, Human Rights, Religious or Other Local Institutions

- In those instances where independent external monitors themselves are not leading local human rights, labor rights, religious or other similar institutions, consult regularly with such institutions that are likely to have the trust of workers and knowledge of local conditions.
- Assure that implementation of monitoring is consistent with applicable collective bargaining agreements and performed in consultation with legally-constituted unions representing employees at the worksite (if any).

H. Conduct Confidential Employee Interviews

- Conduct periodic confidential interviews, in a manner appropriate to the culture and situation, with a random sampling of company employees and employees of contractor and suppliers (in their local languages) to determine employee perspective on compliance with the workplace standards.
- Use human rights, labor, religious or other leading local institutions to facilitate communication with company employees and employees of contractors and suppliers, both in the conduct of employee interviews and in the reporting of noncompliance.

I. Implement Remediation

Work, where appropriate, with company factories and contractors and suppliers to correct instances of noncompliance with the workplace standards.

J. Complete Evaluation Reports

Complete report evaluating company compliance with the workplace standards.

PRODUCT SAFETY

Product quality and safety has always been a priority for BNC and, as new and complex safety standards emerge, we require our Vendors to provide only Products that meet or exceed all applicable safety requirements.

GENERAL CONSUMER PRODUCTS

It is important to note that regulated non-children's Products also require compliance with standards specific to that Product, including but not limited to apparel, food contact items, and cosmetics. Vendors are responsible for maintaining knowledge of and ensuring their Products comply with all Applicable Laws.

SPECIAL REQUIREMENTS RELATED TO SPECIFIC PRODUCT CATEGORIES

For all children's Products (**which are defined as products intended primarily for children 12 years old or younger**), **Vendor shall ensure that:**

- All children's Products will comply with all applicable safety testing requirements including, but not limited to, American Society for Testing and Materials ("ASTM") requirements for toy safety and Consumer Product Safety Improvement Act of 2008 ("CPSIA") requirements for lead content, lead paint and phthalate requirements.
- All children's Products will contain all requisite labeling and safety warnings, including, but not limited to, requisite CPSIA tracking information, which will be permanently affixed to the Product.

For all electronics products, Vendor shall ensure that:

- If required, Vendor has registered its Products as covered electronic devices (each a "CED") in all applicable states and will renew and maintain such registrations so long as Vendor supplies such CEDs to BNC for resale.
- Vendor will provide to BNC adequate quantities of any materials or information required by law for retailers to distribute or share with consumers in connection with a sale of Vendor's CEDs in any and all appropriate forms of media, including, but not limited to, Internet website links, notices or inserts affixed to or included with the Product, and printed posters, flyers or brochures, as required by Applicable Law or otherwise.
- If Vendor's Product is defined as a CED by the Public Resources Code of California Section 42463, Vendor will notify BNC in writing, so long as BNC will be carrying its product by April 1 of each year, that such Product is a California CED. Vendor also shall submit a copy of such notification letter to the California State Board of Equalization. Such notification shall include the brand and type of CED and applicable fee category.
- Vendor shall notify BNC immediately if Vendor's CED registration status changes in any state.

VENDOR COMPLIANCE

In connection with the BNC Product safety requirements, the attached Vendor Compliance Certification Form ("VCC") is required from those Vendors that supply Product to or manufacture Product for BNC. By signing the VCC and/or by accepting and fulfilling any order for Products, you represent and warrant all Products you supply to or manufacture for BNC meet and will continue to meet all Applicable Laws.

California's Prop 65

New warnings and other requirements under California's Proposition 65 ("Prop 65") went into effect on August 31, 2018. Prop 65 requires the State of California to publish a list of chemicals known to cause cancer or reproductive toxicity and for certain businesses to provide warnings on consumer products containing such chemicals. Please refer to current regulations for a complete list of requirements.

All Vendors must identify all Products (with Vendor style number) shipped to us since August 31, 2018 – or for which Vendor received a purchase order from us – and are subject to Prop 65.

Vendors also must provide the **exact** internet warnings required under Prop 65 for each of these Products, including but not limited to image of the warning by style number.



Vendor Freight Routing Guide

February 2021

SHIPPING INSTRUCTIONS

BNC's transportation strategy is designed to ship goods in an efficient, accurate and timely manner. In order to support this process, Vendors must comply with our shipping requirements. Vendors must meet these standards to minimize or eliminate their exposure to non-compliance costs.

Depending on the weight of the shipment to one of our locations, you will be using various shipping carriers and shipping options.

- Shipments less than 500 lbs. are considered small parcel shipments.
- Shipments over 500 lbs. should be shipped via an LTL (less than a truck load) third party carrier.
 - Gadsden State Community College #459: shipments greater than 500 lbs. ship via UPS small package.
 - For any oversized or shipments greater than 2000 lbs., contact the freight supervisor at asgaramella@bnccollege.com for routing instructions.
- BNC will not be responsible for collect shipments routed by the Vendor via any carrier except those carriers shown in the grid below.
- Any freight bill charged to BNC for shipments not belonging to BNC will result in a non-compliance chargeback of \$30 per occurrence.

Small Parcel Shipments

1. All shipments must comply with UPS ground shipping parameters.
2. All shipments must be shipped via UPS using the **third party collect billing program and UPS Acct# 5951Y5**.
3. Shipments weighing at least 150 lbs., but no more than 500 lbs., must be shipped as a UPS hundred weight (CWT) shipment.
4. For any "collect" shipments that are shipped to a BNC store location with prepaid labels in error, Vendor will be responsible for payment of all freight charges and related accessorials. BNC will not authorize prepaid charges to be reversed and billed "collect" to BNC.
5. **When creating the UPS label:**
 - a. Reference field #1: list the PO number
 - b. Reference field #2: list the invoice number
 - c. Billing account address: 120 Mountain View Blvd., Basking Ridge, NJ 07920
 - d. **Shipping label must be addressed as:**
BNC BKST #9999 (replace 9s with store #)
Name of University or College Street Address
City, State, Zip Code

LTL (Less than Truckload) Shipments

1. All shipments over 500 lbs. are to ship **LTL THIRD PARTY COLLECT** using one of our approved freight carriers. Please see the Routing Matrix for approved freight carriers.
2. Each store shipment must be accompanied by an individual bill of lading.
3. All **bills of lading** must indicate **inside delivery** and **third party billing** to:

**B & N College c/o Veraction
3400 Players Club Parkway, Suite 300
Memphis, TN 38125**

4. The bill of lading must indicate "**BNC BKST #9999**" as the consignee followed by store name and address.
5. The PO field within the bill of lading **MUST** be populated with the shipment PO number.
6. Each carton must be labeled with store address, store number, and purchase order number with packing list/invoice contained in the lead carton.
7. All **BNC** shipments cannot be combined with any **Barnes & Noble, Inc.** shipments. As noted above, Barnes & Noble, Inc. is a separate company from BNC.
8. Vendors must process BNC orders on a daily basis. Do not hold shipments to accumulate/consolidate orders.

Non-Book Vendor Package

Expedited/Air Shipment Guidelines

In certain situations, our store managers may request expedited deliveries. **Store managers are authorized to approve 2nd and 3rd day air for books only.**

- Home office approval is required for next day expedited air deliveries. **Please see the Approval Matrix on the next page to determine when home office approval is necessary and by whom.**
- When shipping 2nd and 3rd day air, UPS third party collect is required for **500 lbs.** or less (Acct #5951Y5).
- When shipping over **500 lbs.**, use UPS freight urgent service.
- Please include the PO number and store number in the expedited request email.

IMPROPER/UNACCEPTABLE RETURNS

Any Products that are returned by a BNC store and are deemed unacceptable must be sent back to the bookstore within 30 days. Under no circumstance should unacceptable returns be destroyed. Include a copy of our return document and indicate the reason why the Products are being refused. Send a copy of the documentation to:

VENDORRELATION@BNCOLLEGE.COM
Phone # (908) 991-2700 or Fax # (775) 317-8898

Routing Performance Chargebacks

Vendors that do not comply with these instructions are subject to chargebacks as per the schedule below. These charges are designed to cover the additional costs incurred by BNC and to foster improved performance with our routing guide instructions. BNC's decision to modify orders and/or forego chargebacks in any one or several instances shall not constitute an agreement to forego or waive any chargeback in the future and shall not act as a waiver of the right to enforce chargebacks in the future. BNC reserves all such rights and remedies, including the right to fully enforce all vendor compliance procedures. All charges are subject to a minimum charge.

Failure to follow routing instructions (e.g., failure to route via BNC authorized carrier)	Full undiscounted cost of freight + \$30 administrative fee
UPS or preferred carrier address correction charges	Full undiscounted charge + \$30 administrative fee
Misdirected freight	Full undiscounted cost of freight + \$30
Reversal of prepaid freight charges (e.g. vendor ships prepaid in error and requests BNC to reverse)	BNC will not reverse charges. Vendor is responsible for paying carrier directly
Shipping prior to new store ship date	Full undiscounted cost of freight + \$30
Unauthorized expedited shipments	Full undiscounted cost of freight + \$30
Non-BNC shipments being billed to B&N College	Full undiscounted cost of freight + \$30

Home Office Employees Who Can Approve Expedited Deliveries

Type of Product	Approval Requirement	Contact	Contact email address
Textbooks	Home office approval required for next day deliveries - Store managers may authorize 2nd and 3rd day deliveries	Anthony Sgaramella	asgaramella@bncollege.com
		Christopher Sackett	csackett@bncollege.com
		Roberta Hagan	rhagan@bncollege.com
		Linda Canavan	lcavan@bncollege.com
NON-BOOK: General Merchandise Convenience	Home Office approval required for Next Day and 2 nd Day deliveries	Monica Randolph	mrandolph@bncollege.com
		Jillian Richmond	jrichmond@bncollege.com
		Sean O'Connell	soconnell@bncollege.com
Operating Supplies: Boxes / Bags, etc.	Home Office approval required for Next Day and 2 nd Day deliveries	Store Operations	storeoperations@bncollege.com
		Routine Orders: Julie Velazquez	jvelazquez@bncollege.com
		New Store Orders: Amy Taylor	ataylor@bncollege.com
GRADUATION PRODUCTS (excluding diploma frames)		Jennifer Giroux	jgiroux@bncollege.com
		Julie Velazquez	jvelazquez@bncollege.com

Routing Matrix

Shipment Origin	Shipment Destination	Up to 500 LBS	500 LBS and Over	Expedited Shipments
<ul style="list-style-type: none"> • Delaware • Indiana • Maryland • Michigan • New Jersey • Ohio • Pennsylvania • Virginia • West Virginia 	<ul style="list-style-type: none"> • Delaware • Indiana • Maryland • Michigan • New Jersey 	<p>UPS Third Party Collect #5951Y5</p>	<p>Pitt Ohio 800-366-7488</p>	<p>500lbs or less UPS Third Party Collect #5951Y5</p>
	<p><i>All States (including HI) except: DE, IN, MD, MI, NJ, OH, PA, VA, WV and New York zip codes 100-101, 10249-79</i></p>			
All other states and District of Columbia	<p><i>All States (including HI) except New York zip codes 100-101, 10249-79</i></p>	<p>UPS Third Party Collect #5951Y5</p>	<p>UPS Freight</p>	
All other states and District of Columbia	New York zip codes 100-101, 10249-79	<p>UPS Third Party Collect #5951Y5</p>	<p>UPS Third Party Collect #5951Y5</p>	