



Supplier Reference Guide January 2025



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LETTER FROM OUR CHIEF COMMERCIAL OFFICER



Our core purpose as a company is to help customers improve their communities, and living our Values is crucial for accomplishing our mission.

HD Supply is committed to working together with top suppliers across multiple market sectors, partnering with diverse businesses, and with suppliers who share our company Values and long-standing commitment to upholding ethical principles. Together, we aim to create a supply chain that reflects integrity, innovation and excellence.

Our focus on our Values ensures we provide unparalleled service and high-quality products at competitive pricing to our customers.

I want to thank our associates and suppliers for helping us to deliver on our promise and continue to positively impact the community.

Sami Nassar
Chief Commercial Officer

REQUIRED SUPPLIER STANDARDS

1.1) Federal Acquisition Regulations

In accordance with FAR 19.704 (a) (9), Subcontracting plan requirements, this agreement incorporates by reference FAR 52.219-8, Utilization of Small Business Concerns. HD Supply require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 to adopt a plan that complies with the requirements of FAR 52.219-9, Small Business Subcontracting Plan **Note: Not applicable for shipments to HDS Canadian locations**

Note: HD Supply retains the sole and exclusive right to interpret and enforce these standards. Compliance with these standards will not confer any contract or other right or expectancy on the supplier.

1.1.1) Safety Data Sheets

Federal, state, and provincial regulations require manufacturers and distributors of hazardous materials to provide Safety Data Sheets (SDS) to distributors and wholesalers who sell their products.

Please forward an original copy of the MSDS for each product you sell to your respective HD Supply merchandising partner. Updates, changes, or corrections also go to this address.

Note: See Section 1.10.2 for additional details

1.1.2) Product Quality

HD Supply encourages all Suppliers to continually improve product quality by using independent third-party agencies to certify that management systems and practices conform with or exceed voluntary standards. The standards set by recognized and accredited standards-setting organizations such as International Organization of Standardization (ISO), the ISO 9000 Quality Management, and the ISO 14000 Environmental Standards should be used to ensure that quality is maintained.

It is the supplier's responsibility to ensure that all products conform to all federal, state, provincial, or local legal standards.

If your company has product performance certification or third-party environmental certification, attach a short summary to the Supplier Buying Agreement so it can be routed to the correct HD Supply department.

All promotional claims must be substantiated with proof in the form of documentation.

1.2) Supplier Diversity

HD Supply is committed to promoting economic growth through diversity by offering competitively priced, high-quality products and services to our customers. One of the ways HD Supply will achieve growth is through a comprehensive Supplier Diversity business strategy including minority-owned, women-owned, veteran-owned, service-disabled veteran-owned, disabled-owned and small businesses.

1.2.1) Equal Employment Opportunity – Affirmative Action Statement

Supplier agrees it will not discriminate against any employee or applicant for employment in violation of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and other pertinent federal and state laws and regulations which are designed to promote equal employment opportunity. If applicable, the Equal Opportunity Clauses set forth in 41 C.F.R. parts 60- 1.4(a) are incorporated by reference herein. Only if applicable, this Agreement incorporates the requirements of 41 CFR §§601.4(a)(7) and 29 CFR Part 471 Appendix A to Subpart A. In addition, but also only if applicable, **Supplier shall abide by the requirements of 41 CFR § 60-741.5(a). These regulations prohibit**

discrimination against qualified individuals on the basis of disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

1.3) Affiliated Companies

The terms of this Supplier Reference Guide apply to all suppliers of HD Supply Support Services, Inc., its affiliates and subsidiaries. However, in certain cases, some of the terms may be modified depending on the channel of division to which the supplier is supplying product(s).

1.4) Corporate Compliance and Ethical Standards

HD Supply has a strong commitment to ethics and integrity, and we are committed to conducting business in a responsible manner. Ethics and integrity form the foundation of our supplier relationships and HD Supply expects that suppliers will abide by all applicable laws, rules and regulations in the manufacture and distribution of merchandise or services provided to HD Supply. All suppliers are strongly encouraged to meet or exceed HD Supply's Corporate Compliance and Ethical Standards. The guidelines below introduce the minimum requirements that all suppliers must meet to conduct business with HD Supply. These requirements are part of all new and/or renewed commercial agreements with HD Supply.

1.4.1) Gifts and Entertainment

The giving of gifts and entertainment from current or potential suppliers, vendors or service providers can create a conflict of interest or give the appearance that our associates put their personal interest ahead of HD Supply's best interests. As a general rule, suppliers should not offer gifts and entertainment except for the limited situations, discussed below, in which gifts and entertainment may be offered as a part of normal business activities.

The following examples of gifts and entertainment are allowed when **infrequent** and **reasonable**:

- Meals that are associated with business activities
- Admission to industry events such as conferences and trade shows and related activities during the event (meals, giveaways, etc.) as long as it is provided to multiple clients or potential clients
- Continuing professional education or development opportunities such as product knowledge training or other activities to further associate knowledge and skills
- Tickets to sporting or cultural events offered to associates with a market value under \$100 if the offer is for the associate to attend the event with the supplier, vendor or service provider
- Gift baskets and other perishable items, provided they are shared with other associates at the work location
- Other nominal gifts under \$100

The following examples of gifts and entertainment are **never** allowed:

- Cash or cash equivalents such as gift cards or gift certificates
- Free or discounted merchandise or services not available to the general public
- Vendor product samples for personal use
- Personal travel for an associate or an associate's family member. Before attempting to provide gifts or entertainment, suppliers are advised to discuss such plans with a senior level contact at HD Supply.

Note: Financial or in-kind donations made directly to HD Supply, or its affiliates charitable foundations are not considered to be a form of gifts and entertainment and are therefore not subject to this policy.

1.4.2) Conflicts of Interest

A conflict can occur when an associate's private or professional interests interfere in any way – or even appear to interfere – with the interests of HD Supply. Even if an associate did not intend for their actions to create a conflict, the perception of a conflict by others can be just as damaging to an associate or HD Supply.

The following situations may cause a conflict of interest or give the appearance of a conflict of interest:

- A social or romantic relationship between a current or prospective supplier and an associate. These relationships may interfere with an associate's ability to perform their job objectively
- Giving or receiving unfair advantages or preferential treatment, including offering an associate (or their family members) personal benefits because of their position with the Company.
- An associate (or their immediate family member) who has a financial interest in a current or prospective supplier that they, or someone they supervise, has the authority to award business to or control decisions related to that entity

Note: HD Supply expects all suppliers to be aware of these policies and to avoid contributing to a conflict of interest or the appearance of a conflict of interest. Any involvement by a supplier in any conflict may result in termination of business.

1.4.3) The Foreign Corrupt Practices Act (FCPA) and Anti-Bribery Policy

It is against our policy, to participate in any form of corruption. Neither we, nor outside parties acting on HD Supply's behalf will bribe another party to gain any benefit for HD Supply. Among other things, U.S. law and the foreign laws of countries where we do business make it illegal to offer or pay a bribe to a foreign official for a business favor or when otherwise intended to gain an improper business advantage. The term "foreign official" includes employees of any government agency, government-owned business (such as state-owned enterprises or SOEs), or political party, plus any political candidate. Bribes go beyond giving cash payments and may include giving gifts or other things of value. Our policy also prohibits giving facilitating or expediting payments to foreign officials. Since HD Supply can be held liable for payments made by third parties and outside parties engaged directly or indirectly by HD Supply who may interact with foreign officials on HD Supply's behalf, must be approved by Legal, be thoroughly screened before being hired and must contractually agree to comply with The Foreign Corrupt Practices Act (FCPA), HD Supply's Anti-Bribery Policy and other applicable laws. Suppliers must also contractually agree to comply with this Guide.

1.4.3.1) Policy

Suppliers may not offer or give cash, gifts, or anything of value to a foreign official that might be considered a bribe.

Depending on local law requirements, you may be able to host a business meal with a foreign official or, give a token gift in appropriate circumstances, but only after receiving approval from Legal, which can be requested by contacting (770) 852-9328 ext. 29328 or Legal@hdsupply.com. If approved, the expenses must be accurately and fully recorded.

1.4.3.2) Adequate Records; Adequate Controls

The FCPA also imposes a statutory duty on public reporting companies such as The Home Depot to maintain accurate books and records and an adequate system of internal accounting controls. This duty also extends to ensuring that the subsidiaries, domestic and foreign, of public companies such as HD Supply also comply with these records and controls requirements.

1.4.4) Former Associates' Relationships with Suppliers

Neither HD Supply or its affiliates will conduct business with a former associate who is working for a supplier providing product or services to HD Supply for a period of one (1) year after the associate's separation ("cooling period") from HD Supply. During the cooling period, the former associate will not have any access to HD Supply facilities for business purposes. The former associate will not be allowed to participate in any meetings with current HD Supply associates while the former associate is working for the supplier/ new employer. In addition, former associates have an independent obligation not to use or disclose HD Supply proprietary and confidential information.

The purpose of this policy is to:

- Eliminate any risk that the former associate will use his/her relationship with current HD Supply associates to improperly influence the parties' business dealings; and
- Safeguard HD Supply proprietary and confidential information that the former associate acquired during the course of employment that would inevitably be compromised.

This prohibition is not applicable if the former associate's termination was the result of a reduction in force.

1.4.4.1) Exceptions

The Vice President responsible for the former associate's previous department may authorize an exception to the current policy or may designate a Senior Vice President to review and approve an exception.

All exceptions must be approved in advance and must be submitted to HD Supply' Corporate Compliance department.

1.5) Conflict Minerals Policy

HD Supply is committed to ensuring compliance with Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act relating to trade in conflict minerals.

The conflict minerals law was enacted to address the exploitation and trade of certain minerals that contribute to violence and human rights abuses in the Democratic Republic of the Congo and its neighboring countries in Africa ("Covered Countries"). The law requires public companies to report to the U.S. Securities and Exchange Commission and disclose information annually about whether the defined conflict minerals – gold, columbite-tantalite (tantalum), cassiterite (tin), and wolframite (tungsten) – are necessary to the functionality or production of products they manufacture or contract to manufacture, and, if so, whether those conflict minerals originate from conflict mines in the Covered Countries.

HD Supply is committed to the responsible sourcing of materials for the products we sell, and we expect that our suppliers are likewise committed to responsible sourcing. We expect all suppliers manufacturing products that HD Supply sells, to partner with us to conduct necessary due diligence in order to facilitate compliance with the conflict minerals law. We further expect all suppliers manufacturing the products that HD Supply sells to adopt sourcing practices to obtain products and materials from suppliers not involved in funding conflict in the Covered Countries.

1.6) Social and Environmental Responsibility (SER) Standards

HD Supply Support Services, Inc. and its affiliates and subsidiaries strive to conduct business in a responsible manner. As we expand our business activities and work with suppliers domestically and globally to meet customers' needs, it is important to preserve our collective commitment to human rights and safety in the workplace.

HD Supply expects that all suppliers will abide by all applicable international and local laws, rules and regulations in the manufacture and distribution of merchandise or services provided to HD Supply. All suppliers are strongly encouraged to exceed HD Supply's guidelines and promote continuous improvement throughout their operations.

All suppliers must be able to demonstrate compliance with these requirements at the request of HD Supply.

These guidelines introduce the minimum requirements that all suppliers must meet in order to conduct business with HD Supply. These requirements are part of all new and/or renewed commercial agreements with HD Supply. Additional information on the SER Program can be found in the following link: [The Home Depot's Responsible Sourcing Standards](#)

1.6.1) Laws and Regulations

Suppliers must operate in full compliance with all applicable laws and regulations of the countries in which they operate.

1.6.2) Child Labor

Suppliers must not employ workers younger than the greater of 15 years of age -- or 14 where the local law allows such exception consistent with International Labor Organization guidelines -- or the age for completing compulsory education or the minimum age established by law in the country of manufacture.

In addition, suppliers must comply with all local legal requirements for the work of authorized young workers, particularly those pertaining to hours of work, wages, and working conditions.

1.6.3) Forced Labor

Suppliers will not use of any form of involuntary labor including forced, prison, indentured, bonded, slave, or human trafficked labor. Suppliers shall not retain employees' government-issued identification, passports or work permits as conditions of employment.

1.6.4) Harassment and Abuse

Suppliers must treat all workers with respect and dignity. No worker shall be subject to corporal punishment, physical, sexual, psychological or verbal harassment or abuse. In addition, suppliers will not use monetary fines as a disciplinary practice.

1.6.5) Compensation

Suppliers must comply with all wage and compensation requirements as defined under applicable labor laws and regulations for regular work, overtime work, production rates and other elements of compensation and employee benefits.

1.6.6) Hours of Work

Suppliers must ensure that, except in extraordinary business circumstances, on a regularly scheduled basis, workers shall not be required to work more than the lesser of (a) sixty (60) hours per week, including overtime or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture. In addition, except in extraordinary business circumstances, all workers shall be entitled to at least one day off in every consecutive seven-day period.

1.6.7) Non-Discrimination

Suppliers will ensure employment -- including hiring, salary, benefits, advancement, discipline, termination and retirement -- should be based solely on the person's ability to perform the job requirements and not the persons beliefs or any other personal characteristics.

1.6.8) Freedom of Association and Collective Bargaining

Suppliers must recognize and respect the rights of workers to exercise lawful rights of free association, including joining or not joining any association. Suppliers must also respect the legal right of workers to bargain collectively.

1.6.9) Health and Safety

Suppliers must provide a safe and healthy working environment in accordance with applicable laws and regulations.

1.6.10) Environment

Suppliers must comply with all local environmental laws and regulations applicable to the workplace. Factories must conduct business in a manner which minimizes their impact on the environment.

1.6.11) Subcontracting

Suppliers must not use subcontractors in the manufacture of products or product components for HD Supply without disclosing such information to HD Supply, and only after the subcontractor has adequately demonstrated compliance with these Social and Environmental Responsibility Standards.

1.6.12) Communication

Suppliers must communicate the provisions of HD Supply's Social and Environmental Responsibility Standards to all workers and supervisors.

1.6.13) Business Ethics

Suppliers will conduct business with HD Supply consistent with honesty and integrity and demonstrate the highest standards of business ethics. Suppliers will take no actions directed at improperly impacting the results of any audit including presentation of falsified records or coaching of employees. Consistent with HD Supply's Gift and Entertainment policy, suppliers will not offer any incentives to HD Supply' associates or audit firm representatives.

1.6.14) Monitoring and Compliance

HD Supply will undertake affirmative measures, such as announced and unannounced on-site audits of production factories, to monitor compliance with these Social and Environmental Responsibility Standards. Suppliers must maintain on site all documentation necessary to demonstrate compliance with the Social and Environmental Responsibility Standards, and suppliers must allow representatives from HD Supply full access to production facilities, worker records, production records and workers for confidential interviews in connection with monitoring visits.

Suppliers are expected to take necessary corrective actions to promptly remediate any noncompliance. Suppliers are expected to actively engage in remediation – including timely preparation and presentation of a Corrective Action Preventative Action (CAPA) plan. HD Supply reserves the right to terminate its business relationship with any supplier who is unwilling to comply with these Social and Environmental Responsibility Standards.

Any and all fees incurred in connection with the above-referenced audits shall be paid and assumed by supplier, in the understanding, however, that HD Supply shall have the right, at its own discretion, to pay for those audits and deduct such payment from payments due to supplier under any commercial agreement between HD Supply and Supplier.

1.7) Environmental Responsibility Compliance

HD Supply is committed to conducting business in an environmentally responsible manner throughout our supply chain and through our products. We have a responsibility to provide products that are sourced and manufactured in compliance with applicable regulations and to do the right thing for the environment. We encourage our suppliers to exceed regulatory requirements and continuously evaluate their sustainable products.

1.7.1) Wood Purchasing Policy

HD Supply maintains a Wood Purchasing Policy that states HD Supply will not offer products for sale that contain wood from the Amazon basin, the Congo basin, Papua New Guinea or the Solomon Islands unless it is Forest Stewardship Council (FSC)-certified.

In addition, by the end of fiscal year 2026, HD Supply will not offer for sale any wood for its U.S. and Canadian Lumber, Building Materials, or Millwork departments from the following regions unless that wood is either third-party certified as sustainable or plantation-grown:

Atlantic Forest	East African and Miombo
Cerrado	Greater Mekong
Choco Darien	Sumatra and Borneo
Ecuador	Eastern Australia
Gran Chaco	Russian Far East Forest

These guidelines introduce the minimum requirements that all suppliers must meet in order to conduct business with HD Supply. These requirements are part of all new and/or renewed commercial agreements with HD Supply. Supplier must participate in annual audits to review compliance with this policy.

- Additional information on the [Eco Actions Wood Purchasing Policy 2024](#)

1.7.2) Chemical Responsibility

PAINTS: The following chemicals of concern are prohibited in our interior and exterior latex water-based wall paints distributed in U.S. and Canada:

- Triclosan
- Isocyanates
- Formaldehyde
- Lead / Heavy Metals
- Alkylphenol ethoxylates and Nonylphenol ethoxylates

CARPET: The following chemicals of concern are prohibited in indoor wall-to-wall carpet distributed in the U.S. and Canada:

- Perfluoroalkyl and Polyfluoroalkyl Substances (PFASs) product shipped from manufacturer after 12/31/19
- Perfluorooctanoic acid (PFOA) or perfluorooctane sulfonate (PFOS)
- Triclosan
- Organotins
- Ortho-phthalates
- Vinyl Chloride
- Nonylphenol ethoxylates (NPEs)
- Coal Fly Ash
- Formaldehyde
- Added heavy metals

VINYL: As of January 2016, no ortho-phthalates are permitted as added plasticizers in vinyl flooring distributed in the U.S. and Canada.

LAMINATE FLOORING: Laminate flooring is verified by either GREENGUARD® Gold or FloorScore® certification to contain 0.0073 ppm or less of formaldehyde, which is a stricter standard than CARB 2 of 0.05 ppm.

INSULATION: All fiberglass insulation products in the U.S. and Canada are GREENGUARD® Gold certified and cannot contain the following chemicals of concern:

- Brominated flame retardants
- Halogenated flame retardants
- Antimony trioxide
- Formaldehyde
- Added heavy metals

1.8) Supplier AlertLine Information

HD Supply makes our expectations and compliance standards clear and encourages suppliers to contact us if an associate ever asks you to do anything that infringes upon HD Supply's standards. HD Supply provides the Supplier AlertLine for the exclusive use of suppliers to report violations of any company policy (e.g., SER Standards, Conflict Minerals, Foreign Corrupt Practices Act., etc.) and those pertaining to receiving or soliciting gifts, bribes or kickbacks, disclosure of confidential information or a conflict of interest.

If you are aware of a situation where you think there may be a violation of any company policy immediately notify HD Supply's Merchandising Leadership Team.

If you are uncomfortable taking the issue to the Merchandising Leadership Team or if you wish to remain anonymous, contact the Supplier AlertLine at <https://tnw.reportlineweb.com/custom/HDVendorRelations> or by using the following toll-free numbers:

United States and Canada: 1.866.447.0459.

Mexico: 001-888-765-8153

China: 400-8-801-045

1.9) Vendor Safety

While on HD Supply premises, all suppliers and representatives are required to observe HD Supply's vendor safety standards. Please note the Supplier Reference Guide contains an abbreviated overview of HD Supply vendor safety standards.

1.10) Selling Restrictions

1.10.1) Laws and Regulations

It is incumbent upon all suppliers to HD Supply to ensure that their packaging and products conform to all federal, state and local requirements in the region in which they will be distributed. These regulations may be general in nature, referring to entire industries, or more specific, referring to specific products. HD Supply recommends that suppliers perform their own research – determining which laws are relevant to the products they are providing and regions in which those products are distributed and make HD Supply aware of any requirements related to the merchandising of the products.

1.10.2) Hazardous Materials

In accordance with all Federal, State and Local Regulations and to ensure regulatory compliance for HD

Supply, any items that may be considered regulated or containing hazardous materials distributed by HD Supply are required to undergo review by both internal compliance teams before completing a product approval process. Suppliers are responsible for any incurred cost resulting from these reviews. In addition, suppliers should allow additional time for these hazmat reviews during product onboarding. This review process ensures we can obtain correct transportation, merchandising/fire code, and disposal requirements for all products and apply selling restrictions, as applicable, Before they are transported, merchandised and sold.

Note: The term regulated as it applies here indicates product may have transportation, fire code, and/or waste/disposal requirements and restrictions. These requirements/restrictions may vary by state.

Hazmat Communications Requirements:

- 1) Suppliers shall provide contact information for the person(s) within their organization responsible for hazard communications and regulatory compliance.
- 2) Suppliers shall provide Safety Data Sheets (SDS) in digital, PDF format. Documents shall be the most recent versions, and shall be only in the OSHA mandated SDS format. Also, suppliers must provide SDS documents whenever the formula, hazard classification, hazmat description or carton markings change.
 - i) Some chemical products are exempt from the SDS requirement under the current version of the hazard communication standard, 29 CFR 1910.1200(b)(6). If the manufacturer publishes a -non-GHS standardized safety document covering occupational safety, environmental concerns, and/or DOT transportation matters in any format, you must provide that document in the manufacturer's format. We will make that document available to our customers and internal use clearly stated as a document exempt from the current version of the 29 CFR 1910.1200(b)(6).
- 3) Suppliers shall ensure that all chemical containers comply with GHS and/or CPSC specific hazard labeling requirements as appropriate for that product's intended market and use, in accordance with the current version of 29 CFR 1910.1200(f). Exclusive brand labeling shall be per agreement, and then based on HD SUPPLY' target market(s) for that product.
- 4) Suppliers are responsible for ensuring the appropriate selection of chemical containers and shipping cartons, as well as ensuring that all hazcom shipping carton labeling and markings comply with appropriate sections of the current version of CFR 49 parts 173, 178, and 179.
- 5) The chemical manufacturer or importer shall provide current (at part setup) and revised (upon product order after revision) Safety Data Sheets to your respective HD Supply merchandising partner prior to shipment via electronic delivery.
 - i) Chemical manufacturers or importers shall ensure that distributors and employers are provided an appropriate safety data sheet with their initial shipment, and with the first shipment after a safety data sheet is updated;
 - ii) The chemical manufacturer or importer shall either provide safety data sheets with the shipped containers or send them to the distributor or employer prior to or at the time of the shipment.
- 6) Suppliers must provide prior notification of all regionally banned chemical products sold to HD Supply, including the states and zip codes where those chemical products are banned and the reason for those bans. Further, it is the supplier's responsibility to notify HD Supply whenever a ban classification changes.
 - i) Suppliers must consider as banned all states for which their product is not registered for sale (pesticide registrations, etc.)."

- ii) The chemical manufacturer or importer shall provide current (at part set up) and revised (upon product order after revision) safety data sheets to HD Supply prior to shipment.
- 7) Examples of bans include: Pesticide bans, VOC bans, Cal-Prop 65 bans, etc.
- 8) Since hazardous material transport classifications are not a mandatory component of the SDS, suppliers are responsible for providing this information independently when not included as part of the SDS document. Non-SDS annotated transportation classifications shall be submitted to HDSFM-EHS-HAZMAT@hdsupply.com
- 9) Suppliers supplying chemical products shall maintain a registration with a nationally recognized emergency hazard response organization. Suppliers are responsible to publish this information on their container labels and SDS documents. Examples of these organizations include: Chemtrec, Chemtel, etc.

1.10.3) Stop Sale

It could occasionally become necessary for HD Supply to execute “stop sales” on the products that it sells. A stop sale is a hold that is placed on a particular SKU and/or UPC at POS (Point of Sale) so that it cannot be sold to any customer. When an employee attempts to order the SKU or UPC that has a stop sale prompt code entered on it, an error message will appear and the SKU and/or the UPC will not be allowed to be processed for sale.

This error message will alert the employee that there is an issue with that product and the product is not to be sold. Stop sales may be placed on products for reasons including, but not limited to, regulatory, safety, quality, performance, expectations and value. When a stop sale is necessary, HD Supply will partner with the supplier on next steps and disposition of affected product. Stop Sale maintenance is done by the Merchandise Planner, Merchandising Operations Team or Product Safety Team.

1.10.3.1) Safety Stop Sales and Recalls

In the event of a Safety Stop Sale and/or Recall, HD Supply will determine the product disposition which will override the current RTV Policy. No RGAs or Inspection will be allowed. Return to supplier product dispositions will require a domestic shipping address in the continental U.S. HD Supply will charge back the full cost of the product, as well as any applicable freight or disposal charges.

1.11) Supplier Buying Agreement (SBA)

The Supplier Buying Agreement (SBA) serves as the main legal agreement between the supplier and HD Supply. Once HD Supply decides to do business with a supplier, the Merchant will initiate the SBA buying agreement with the supplier.

The email invitation contains step-by-step directions on the SBA submittal process. The SBA will be the governing agreement between the supplier and HD Supply, covering (but not limited to): General information, Product information, Payment terms, Shipping terms, Return terms and Contact information.

The Merchant is the primary source for information and support regarding the SBA process; please contact your Merchant for any questions, concerns, or revisions regarding your SBA with HD Supply.

Note: Any changes not expressly approved by the appropriate Merchant will be void.

2.1) Joining Our Supply Chain

HD Supply's Data Governance department handles the creation and maintenance of all supplier and product data for both HD Supply and The Home Depot Pro. We also manage day-to-day order operations with support from our third-party partners, Logicbroker and Rithum.

High Level Onboarding Process:

- 1) Submit required documents to create an HD Supply account
- 2) Attend informational webinar hosted by the Onboarding team
- 3) Create product assortment in the Product Data Hub
- 4) Activate third-party account
- 5) Select connection type and pay initial setup fees (if applicable)
- 6) Complete 4 test cases in third-party platform (855, 856, 997, 810)
- 7) Review product data and correct discrepancies
- 8) Upload initial inventory feed (if applicable)
- 9) Acknowledge business expectations
- 10) Schedule "go-live" date to release products online!

Documents Required to Create an HD Supply Account:

- W-9
- Contact form
- ACH form with bank letter
- Signed business agreement (SBA)
- Mutual Nondisclosure Agreement
- Shipping account setup form
- New Supplier Request form (dropship only)

2.2) Creating Your Product Assortment

HD Supply has developed a next-generation platform for product creation, Enterworks (Product Data Hub or Enable), to help upload quality data and digital assets that will help accelerate your products in the market. It will give you autonomy to own and manage your product content while speeding up data completion and optimizing customer experience. A list of required attributes and digital asset standards will be provided for you to reference to prepare for a one-on-one "White Glove" training session.

High Level Process:

- 1) Validate contact information
- 2) Attend HD Supply's Onboarding Webinar
- 3) Get access to the Product Data Hub
- 4) Schedule a one-on-one "White Glove" training session
- 5) Submit product details to Merchandising for final review

2.3) Establishing a Third-Party Connection

HD Supply will provide your company with all the needed Information to complete onboarding. We will need the Supplier's support with resources to ensure launch happens quickly, to have reduced downtime, and ensure business continuity.

Estimated time to onboard:

- Web-browser Portal (Manual) – Registration and testing should be completed within one (1) week.
- EDI or API (Integrated) – Registration and testing should be completed within three (3) weeks.

Logicbroker is available to suppliers establishing a stock (or special order) connection with HD Supply.

Rithum (or OrderStream, CommerceHub) is available to suppliers establishing a dropship connection with HD Supply (or) a dropship/special-order connection with The Home Depot Pro.

- Until HD Supply and The Home Depot Pro are fully integrated, Suppliers may be asked to maintain two (2) separate connections to Rithum at this time.
- There is a one-time setup fee, a monthly subscription fee and a per-order fee associated with each connection to Rithum. Rithum applicable fees may apply.

2.4) Legacy Connections (Direct Import Only)

Traditional EDI is available to domestic suppliers establishing a stock connection with The Home Depot Pro (or) direct import suppliers establishing a stock connection with HD Supply.

Web-based EDI is available to domestic suppliers establishing a stock connection with The Home Depot Pro (or) direct import suppliers establishing a stock connection with HD Supply.

- There is a one-time setup fee, monthly subscription fee and per-order fee associated with a web-based EDI connection to The Home Depot Pro.

2.5) Setting Up Your Shipping Account

To be compliant, Suppliers shipping collect on our account are required to manage their shipments using our TMS portal.

Small Parcels:

- Suppliers are required to use our core parcel carrier as stated in the Supplier Portal.

Less-Than-Truckload and Full Truckload:

- Suppliers shipping LTL and TL are required to use one of our “core carriers” as stated in the Supplier Portal.

For detailed routing instructions, refer to our Routing Guide in the Supplier Portal:

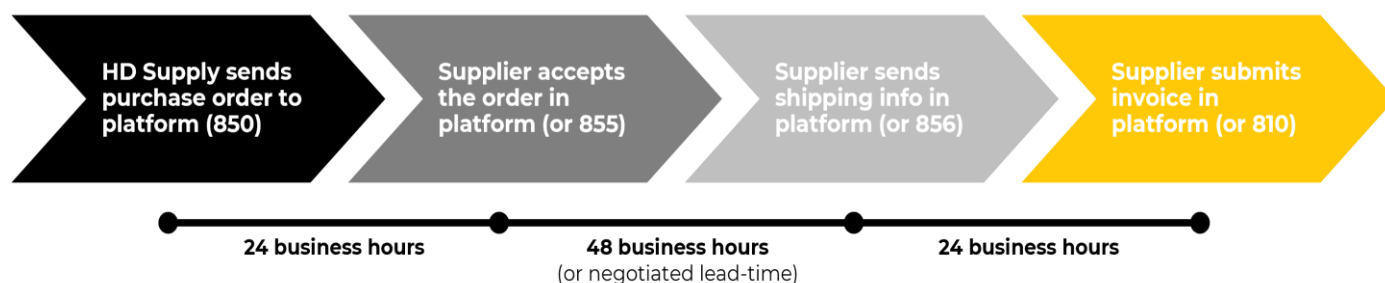
<https://supplier.hdsupply.com/>

2.6) Maintaining Operational Excellence (Post Go-Live)

Supplier performance will be discussed on a regular basis and metrics will be provided. We expect the following goals to be met each month:

- Fill Rate = 98%
- Shipped (Processed) On Time = 98%

Typical order lifecycle is 4 to 5 business days:



2.6.1) Standard Lead-Time:

- Small parcel and freight = 2 business days (or negotiated turn-time)
- Suppliers should discuss made-to-order exceptions prior to Go-Live

2.6.2) File Transmission:

- Orders must be acknowledged within 24 business hours from order receipt
- Shipping confirmations must be sent within 48 business hours
- Invoices must be delivered no more than 24 business hours from the order ship date
- Cancellations should be provided within 48 business hours of the order date
- Inventory files must be sent daily by 8:00 P.M. EST

2.6.3) Inventory Management:

Suppliers onboarding to HD Supply are required to provide inventory feed. Our website pulls quantity levels. Suppliers can manage their inventory using EDI 846, a template spreadsheet or edit directly in the platform.

Required Data Fields:

- Vendor SKU (Supplier internal part # or MIC)
- Merchant SKU (Material #)
- Item Description
- Item Cost (Net Price)
- Quantity on Hand
- Item Status: Available or Discontinued

2.6.4) Best Practices

All Orders:

- HD Supply is not liable for the invoice of an order that is canceled. Canceled orders are in a final state.
- All order transactions must be sent and received in the correct order. Suppliers will not be able to invoice a PO that does not have a successful tracking number (ASN).

Inventory-Stock and Special Orders:

- Suppliers can backorder, partially ship, and partially invoice a stock line item or order. If there is a stock item that is on backorder, do not cancel the PO, provide an expected ship date on the PO acknowledgement.
- Suppliers should never cancel or reject a stock order due to incorrect costs. Suppliers must update the cost on the PO acknowledgement in Logicbroker.

Drop Ship Orders:

- Suppliers should never backorder, partially ship, or partially invoice a dropship line item or order. Our dropship program operates using a “Fill or Kill” policy. If the line quantity ordered cannot be fulfilled 100%, cancel the incomplete line.
- Suppliers must reject dropship orders that have incorrect or invalid unit costs. Upon approval of the cost change, a replacement PO will be issued.

Invoicing:

- Suppliers should send all invoices through the same connection from which the order was sent. Hard copy invoices will be subject to rejection and/or chargebacks.
- If the cost on the PO acknowledgment doesn't match the cost on the invoice, it will cause the invoice to fail. As a rule of thumb, the cost on the invoice should always match the cost accepted on the PO.

2.7) Contact Information

General Onboarding Inquiries: VendorOnboarding@hdsupply.com

Product Data Hub Inquiries: HDSDDataPortalCommunications@hdsupply.com

Regional Mailboxes for Transportation:

- Central: HDSTransportationCentral@hdsupply.com
- Northeast: HDSTransportationNortheast@hdsupply.com
- Southeast: HDSTransportationSoutheast@hdsupply.com
- West: HDSTransportationWest@hdsupply.com

Logicbroker:

- HD Supply stock and special orders: HDSVendorSupport@hdsupply.com
- Technical questions: HDSupplySupport@logicbroker.com

Rithum:

- HD Supply dropship orders: VendorData@hdsupply.com
- Home Depot Pro dropship and special orders: HDSPro.IRT@hdsupply.com
- Technical questions during onboarding: PartnerSetup@commercehub.com
- Technical questions post go-live: CustomerSupport@commercehub.com

Traditional & Web-Based EDI (The Home Depot Pro only):

- Technical questions during onboarding: B2B_Testing@homedepot.com
- Technical questions post go-live: B2B_production_support@homedepot.com
- Technical questions about IBM Sterling Web Forms: Webforms_Support@us.ibm.com

Legacy Connections (HD Supply only):

- HD Supply's EDI team: HDS-FMP2PEDI-u1@hdsupply.com

Invoicing:

- Invoice status questions and disputes for HD Supply should be submitted to: fmaccountspayable@hdsupply.com
- Invoice status questions and disputes for The Home Depot Pro should be submitted through Home Depot's AP portal: <https://my.directcommerce.com/Login.jsp>

INSURANCE REQUIREMENTS

3.1) Supplier Instructions

- Provide your insurance agent/broker with HD Supply Insurance Approval Request Form that is found in your onboarding packet.
- Provide your agent/broker with the chart entitled HD Supply Insurance Requirements, which identifies the insurance limit required, based on the product being supplied.
- Make sure that agent follows instructions below in full when submitting for approval.
- Complete the Insurance Approval Request Form in entirety. Please remember to list the required limit based on the product you will be supplying from HD Supply Insurance Requirements chart.
- Email the Insurance Approval Request form and certificate of insurance to Exigis, at Inbox@HDSupply.Complianz.com

3.1.1) Agent Instructions

HD Supply Support Services, Inc. Supplier Insurance Requirements:

- Requirements must be completed in full to be submitted for approval.
- All insurance must be written by a U.S. insurance company which is rated in the most recent edition of AM Best Rating (Property-Casualty International edition) A-VIII or better.
- Supplier must provide a current Certificate of Insurance with the agent's signature.
- The insured's name and address must be the same as the company executing the Supplier Buying Agreement (SBA). The same applies if a third party handles receivables.
- Supplier must have a certificate of insurance that meets the following requirements:
- Commercial general liability, insurance on an occurrence basis with per occurrence and general aggregate limits of not less than the US dollar amounts specified on the HD Supply Insurance Requirements chart.
- Products-completed operations insurance on an occurrence basis with per occurrence and general aggregate limit of not less than the US dollar amount specified in the HD Supply Insurance Requirements Chart.
- A Certificate that reflects a 30 days' notice of cancellation.
- An insurance policy that provides for filing of claims in the United States and for payment of claims in U.S. currency.
- An insurance policy that permits legal service of process in the U.S. and U.S. law must apply to claims.

Note: HD Supply Support Services, Inc., its affiliates and subsidiaries, must be named as an additional insured.

The Certificate Holder should read:

"HD Supply Support Services, Inc., its affiliates and subsidiaries"

3400 Cumberland Blvd SE

Atlanta, GA 30339

We request that the agent/broker email the 'Certificate of Insurance' and the completed 'Insurance Approval Request' forms to Exigis, at inbox@hdsupply.complianz.com.

The Certificate will be reviewed for compliance with HD Supply' insurance requirements. If approved, an approval letter with an approval number will be returned to supplier. If not approved, a detailed list of the

deficiencies will be returned to supplier and the agent/broker. It should be noted that delays in this process may disqualify the supplier from this sourcing event. Please note that these communications will come from Exigis, our 3rd party compliance company, at inbox@hdsupply.complianz.com.

A revised Certificate and the original deficiency notice should be sent back to Exigis, our 3rd party compliance company, at inbox@hdsupply.complianz.com.

3.1.2) Insurance Coverage Option (Import Only)

If you are an import supplier, and are having difficulty meeting HD Supply' insurance requirements or wish to have an alternative, you may contact our team, at RmHelpInfo@hdsupply.com for more information.

3.2) Supplier Insurance Requirement Addendum

3.2.1) Part I-Products Completed Operations Liability/ General Liability Requirements

Based on the products you currently provide to HD Supply; your Risk Level Tier has been selected below.

You are required to provide the Products Completed Operations Liability Coverage limit that coincides with the selected Risk Tier.

___ Risk Tier I -\$500K Product Completed Operations Liability/General Liability limit

___ Risk Tier II -\$1M Product Completed Operations Liability/General Liability limit

___ Risk Tier III -\$2M Product Completed Operations Liability/General Liability limit

___ Risk Tier IV -\$5M Product Completed Operations Liability//General Liability limit

___ Custom (when product does not fall in one of the above tiers)

3.2.2) Part II-Additional Coverage Requirements (US & Canada Only)

The requirements below are required for all Suppliers in addition to Products Completed Operations Liability limits selected above.

- Supplier must provide a current Certificate of Insurance with the agent's signature.
- All insurance must be written by a U.S. insurance company that has an AM Best Rating of A-VIII or better.
- Supplier's insurance policies must name HD Supply Support Services, Inc., its parent, subsidiaries and affiliates as additional insured on all liability policies. The Additional Insured Endorsements must accompany the certificate of insurance.
- Supplier's insurance must be primary and non-contributory.
- Applicable policies must be endorsed to provide 30 day written notice of cancellation.
- Supplier's insurance policies provide a waiver of subrogation in favor of HD Supply Support Services, Inc., its parent, subsidiaries and affiliates on all policies. The applicable Waiver of Subrogation Endorsements must accompany the certificate of insurance.

Coverage Limit Requirements:

- Automobile Liability of not less than \$1,000,000 combined single limit.
- Excess (Umbrella) Liability of not less than \$1,000,000 per occurrence/aggregate.
- Workers Compensation Statutory State Requirement
- Employers Liability of not less than \$1,000,000/\$1,000,000/\$1,000,000

- Policies must be on an occurrence basis; if policy is written on claims-made basis then the retroactive date must be no later than the policy inception date.

Note: Please include this form with your current COI and email to inbox@hdsupply.complianz.com. You will receive a special email from Exigis, our 3rd party compliance company, where you can submit your future COI filings.

****Part I & II are required in order to comply with your current Supplier Buyer Agreement. Any certificates that deviate from the above requirements MUST have the approval of HD Supply's Risk Management.**

3.2.3) Part III-International Supplier Requirements

- Supplier insurance policy must extend to and accept North American jurisdiction.
- Copy of policy must accompany certificate of insurance.
- Certificate of insurance must include the policy effective dates and include required coverage referenced in the policy.
- Policies must be on an occurrence basis; if policy is written on claims-made basis then the retroactive date must be no later than the policy inception date.
- Policy and certificate must name HD Supply Support Services, Inc, its parent, subsidiaries and affiliates as additional insured on all applicable policies
- Policies must be endorsed to provide 30 day notice of cancellation
- All limits and aggregate amounts noted on the policy must be equivalent to the required limit in USD.

Note: Part I & III are required for All INTERNATIONAL SUPPLIERS in order to comply with your current Supplier Buyer Agreement. Any certificates that deviate from the above requirements MUST have the approval of HD Supply's Risk Management.

3.3) Risk Tier Requirements Chart

Insurance Category	Per Occurrence and Aggregate Limit Requirement	Department Taxonomy	Class/Product Descriptions
I	\$500,000	Lumber	All Product Classes
		Building Materials	Siding, Ventilation, Concrete, Gypsum, Metal Products, Fencing
		Flooring	All Product Classes
		Paint	All Product Classes <u>except</u> Power Equipment, Pump Sprayers, Pressure Washers, Chemicals (without volatile compounds)
		Hardware	All Product Classes <u>except</u> : Generators, Trailers/Wheeled Implements, Miscellaneous Power, Power Tool Accessories, Deck and Drywall Screw Guns, Knives
		Plumbing	Housewares
		Electrical and Lighting	Switch Plate Covers (non-electrical) and Similar Type Products
		Seasonal/Garden	Refuse Containers, Trash Bags, Planters, Hose, Decorative Holiday(non-electrical), Cookware, Apparel, Storage Buildings, Landscape Fencing, Seed/Bulbs, Pool Accessories, Animal Care (Non-Ingestible), Watering, Live Goods, Cleaning Accessories (Brooms, Mops, Sponges, etc.), Tools (Rakes, Shovels, etc.)
		Kitchen and Bath	Kitchen Cabinets, Kitchen Sinks, Vanities, Bath Fixtures
		Millwork	Windows, Doors, Mouldings, Glass, Millwork Specialties
		Blinds and Wallpaper	All Product Classes
		Out For Repair (OFR)	All Out For Repair (OFR) Vendors
II	\$1,000,000	Building Materials	Insulation, Roofing
		Paint	Pump Sprayers
		Hardware	Power Tool Accessories, Deck and Drywall Screw Guns, Knives
		Seasonal/Garden	Resin/Extruded Aluminum Furniture, Outdoor Furniture, Other Agricultural Products, Patio/Hearth, Landscape Accessories,
III	\$2,000,000	Paint	Power Equipment, Pressure Washers, Chemicals (with volatile compounds)
		Hardware	Generators, Power Tools, Fastening Tools, Rope, Chains, Tie-downs, Padlocks, Locks, Truck/Tractor Parts, Batteries, Fire Extinguishers, Garage Door Openers, Trailers/Wheeled Implements
		Plumbing	Pipes and Fittings, Faucets, Pumps and Irrigation Systems, Water Heaters,
		Electrical and Lighting	All Product Classes
		Seasonal/Garden	Fertilizers, Cleaners, Pesticides, Chemical Products, Power Equipment (Lawnmowers), Grills, Decorative Lighting, Appliances, Pellet Stoves, Fireplaces, Firepits, Fireplace Accessories, Oils/Fluids, Grease, Tires, Wheelbarrows, Grills, Grill Accessories, Power Equipment, Fountains, Statuary, Concrete Edging, Pavers and Accessories, Garden Wall Block, Step Stones, All Foods/Drinks, Pet Care (Ingestible)
		Kitchen and Bath	Appliances(major/small), Disposers, Hot Water Dispensers, Light Bars, Whirlpools, Outdoor Spas, Tub & Shower Doors
		Millwork	Skylights
IV	\$5,000,000	Building Materials	Ladders, Scaffolding

REQUEST FOR PROPOSAL

4.1) Request for Proposal

HD Supply typically identifies new Supplier Partners through a Request for Proposal (RFP). However, new suppliers may be considered from time to time as business conditions warrant. For more information on RFP opportunities in your category please contact your Category Merchant.

4.2) Rebate Reporting, Merchandising Funds, and Co-Op Fund Collections

Monthly purchases supplied will be the purchase amounts used for calculating Rebate and Co-Op. This ensures that HD Supply and its Suppliers' Rebate and Co-Op accruals match.

Note: The respective form must be completed and returned to vendorreporting@hdsupply.com within 7 days of the end of the quarter.

SUPPLIER PERFORMANCE PROGRAM (SPP)

5.1) Supplier Performance Program (SPP)

The Supplier Performance Program (SPP) was designed to create a collaborative supply chain environment based on the philosophy of continuous improvement and sustainable performance. This endeavor is accomplished by evaluating key performance indicators, identifying areas for improvement and partnering with suppliers to support achievement of performance goals and expectations.

The HD Supply Support Services, Inc. Supplier Performance Program (SPP) is in place to ensure the best possible experience for our customers. Failure to meet defined requirements can result in delayed shipments, deficient ratings on Supplier Scorecards, canceled purchase orders, and further repercussions as defined by the SPP and HD Supply.

Suppliers are expected to meet or exceed the established performance thresholds. Failure to meet the defined threshold for certain key strategic metrics may result in a financial offset if performance does not meet or exceed HD Supply's defined SPP threshold for each metric.

Any such financial offsets serve to compensate HD Supply for bearing the cost of a suppliers non-compliance, and is not a penalty. Additional information regarding performance metrics, non-compliance financial offsets, and how to dispute SPP violations (including dispute timeliness) can be found in the forthcoming sections. It is essential that the dispute guidelines are reviewed prior to submitting any claims, as dispute requirements and deadlines are firm.

HD Supply may periodically update the standards in the Supplier Performance Program. These changes will be announced through supplier communications, which may include supplier emails or announcements on our Supplier Portal. Additional SPP details can be found in the Resources Section of the Supplier Portal <http://supplier.hdsupply.com>.

Note: HD Supply's SPP policy document covers the life cycle of HD Supply's products and services.

5.2) Supplier Performance Program (Integration Process and Factors)

The Supplier Performance & Analytics team periodically adds suppliers to the Supplier Performance Program based on certain thresholds, one of which is volume of business with HD Supply.

If your company is selected to participate in the program, you will receive a notification from Supplier.Performance@hdsupply.com, outlining the SPP requirements, additional details and next steps.

5.3) Supplier Performance Program Metrics

The following metrics will be evaluated by our Supplier Performance & Analytics team, and Suppliers will be liable for any offsets incurred where performance falls below the SPP's specified thresholds. Each of these categories outline requirements which are critical for inventory management, order accuracy, tracking and efficiency.

Note: The Direct-to-Consumer program may have different Programs, Metrics, Thresholds, and Offsets

Note: HD Supply may periodically update the Metrics, Thresholds, and Offsets in the Supplier Performance Program. These changes will be announced through Supplier communications, which may include Supplier emails and announcements. It is the responsibility of each Supplier to regularly check-in to ensure they are performing to the required standards of the SPP.

Program	Metric	SPP Description	Threshold	Offset
Inventory Management	Fill Rate	Units ordered that are not received	98%	10% of value of items not shipped
	On-Time	Units received after PO due date Prepaid must Adhere to the 'Due Date' Collect must Adhere to the 'Ship Date'	90%	10% of value of late PO. Supplier-driven reschedules of POs will be counted as late
	Shipments In Full	% of Total PO units not received on 1st shipment	90%	10% of value of items not shipped Not to exceed 1% of previous quarter weekly AVG COGS
Program	Metric	SPP Description	Threshold	Offset
Data Quality	Dimensions & Weight	Supplier does not respond to Product Data Audit failures	100%	\$1,000/item per week (after 10-day grace period) Not to exceed 1% of previous quarter weekly AVG COGS
	UPC/ Barcode		100%	\$1,000/item per week (after 10-day grace period) Not to exceed 1% of previous quarter weekly AVG COGS
	Packaging Levels		100%	\$1,000/item per week (after 10-day grace period) Not to exceed 1% of previous quarter weekly AVG COGS
Program	Metric	SPP Description	Threshold	Offset
Operational Execution	ASN Timeliness	ASN transmitted after trailer arrival	98%	Missing ASN offset = \$250 per shipment / per ASN
				Late ASN offset = \$250 per shipment / per ASN
		ASN detail line does not match keyrec		Invalid/ Missing TMS ID = \$250 per shipment/ per ASN
				Invalid/ Missing TMS ID and late = \$250 per shipment/ per ASN
	Labeling Accuracy	Poor print Quality	=<1%	\$150 per PO, per receipt
		Barcode Covered		
		Barcode Damaged		
		No Barcode		
	Packaging Quality	Damaged cartons, shrink wrap standards not met	98%	\$150 per PO, per receipt
Program	Metric	SPP Description	Threshold	Offset
Transportation	Routing Guide Collect & Prepaid	Incorrect carrier used by supplier	100%	\$250 per LTL PRO where assigned carrier was not used
	Multiple Bill of Lading	Multi-shipments with same destination/ origin on same day	100%	\$75 per LTL Pro where more than one LTL carrier PRO was shipped to the same destination from the same origin on the same day
	Parcel PO	Parcel label fails to include all information	100%	\$10 per parcel tracking number when information is not formatted in the correct fields on the electronic inbound parcel documentation
	TMS Utilization	TMS Ship ID not populated in ASN	100%	Will be incorporated into the 'ASN Timeliness' metric

5.4) Dispute Guidelines

Suppliers have a 60-day window to dispute financial offsets for non-compliance when failing to meet the required metric thresholds. The 60-day window to dispute financial offsets begins when the initial deduction is taken from the Suppliers invoice. It is essential that you review the dispute guidelines prior to submitting a dispute, as requirements and deadlines are firm.

Note: The dispute timeline is measured in 'Calendar' days.

All disputes must be sent to Supplier.Performance@hdsupply.com and the respective merchandising partner, along with the Suppliers internal sales contact for resolution. These are then looked at on a case-by-case basis, and our team will quickly respond to determine if the dispute is justified based on the information provided.

5.5) Supply Chain Certified SKU – Data Quality

In an effort to streamline processes across our collective supply chains, HD Supply will now require suppliers to provide case-level UOM information for all products within our assortment. The goal is to transition our purchasing records from 'Each' to 'Case' where applicable, and to order only in case quantities or greater going forward.

This shift will result in greater operational efficiencies, improved customer service, and more accurate receiving which will in turn result in quicker and more timely payments to our suppliers.

DC readiness, from an HD Supply data perspective, requires a SKU to meet two criteria:

- **Supply Chain Certification:** Complete & accurate data for efficient receiving, put-away, and picking.
- **ASN Coverage:** Advanced Shipping Notices (ASNs) provide the necessary info for efficient receiving.
 - Suppliers on Logicbroker can send ASNs and be held accountable

Data Dictionary includes attribute names, definitions, standards and relationships. Our Data Governance and Supply Chain teams have identified 15 required attributes for a SKU to be considered Supply Chain Certified.

- **Purchasing Level:** Alt UOM (packaging hierarchy), UPC, Height, Length, Width, Weight, & Volume (Cube)
- **HDS Selling Level:** UOM, UPC, Height, Length, Width, Gross Weight, Numerator (conversion for pkg UOM to selling UOM), & Denominator (conversion for Alt UOM to selling UOM).

Note: All attributes are required for a SKU to be considered 'Supply Chain Certified', and will directly correlate to a Supplier's 'Data Quality' score.

Note: Because incorrect data will lead to flawed purchase order creation, HD Supply reserves the right to RTV and chargeback for freight any shipment executed against incorrect data.

5.6) Contact Us

For more information on the Supplier Performance Program, contact Supplier.Performance@hdsupply.com

PURCHASE ORDER INFORMATION

6.1) Back Order Policy

HD Supply does not accept back orders on regular stock orders, unless approved in writing by your respective merchandising partner. If your merchandising partner decides that back orders will not be accepted, then stock orders should be handled strictly on a ship or cancel basis. A new purchase order number must be generated for any regular stocked merchandise that is not shipped with the original purchase order under these guidelines.

Note: This policy does not apply to special orders or new distribution center orders.

6.2) Lead Time/ Vendor Turn Time

HD Supply defines stated lead time as the number of calendar days from the time an order is placed to the time it is received at its destination. It is important that the correct lead time is given for our associates to accurately order merchandise.

An additional stated value, Vendor Turn Time (VTT), will also be measured. Vendor Turn Time is the number of business days between the receipt of a purchase order and the shipment of that purchase order with transportation time excluded.

For 'Pre-Paid' shipments, merchandise must be shipped to arrive at the 'Ship To' destination by the expected delivery date. For 'Collect' shipments, merchandise must be shipped in accordance with the 'Ship To' date noted on the Purchase Order. The supplier must immediately notify the HD Supply Facilities Maintenance Inventory Management associate placing the order if any merchandise cannot be shipped in time to be received on the expected delivery date.

6.3) Pricing

It is the intention of HD Supply to gain visibility into the components of supplier cost that impact pricing to HD Supply. As an HD Supply supplier, you agree to participate in any and all initiatives designed to un-bundle costs for the purpose of improving supply chain performance. These initiatives will include a requirement to provide freight cost at the purchase order or shipment level for all prepaid shipments to HD Supply.

6.4) Purchase Order Origin

Purchase orders can only be placed by the HD Supply's Inventory Management associate or Special Orders associate. As a new initiative, all Purchase orders will soon be placed via Electronic Data Interchange (EDI).

HD Supply uses a range of electronic business interfaces, consisting of web-based and message-exchange applications to support business and supply chain initiatives with our supplier community.

As a mandatory requirement, all suppliers must setup a connection with our 3rd party partners. For assistance with establishing this connection, please contact your respective merchandising partner or email VendorOnboarding@hdsupply.com.

6.4.1) Partial/Excess Shipments

All shipments should match their corresponding POs exactly. If orders cannot be filled or meet minimum shipment quantities, POs should not be held, and all available SKUs and quantities should ship within stated SBA terms. Additionally, any overages may be refused and returned at the supplier's expense.

6.4.2) Substitutions and Unapproved Products

All products shipped to HD Supply must be negotiated and approved by the Merchant. Product substitutions are not permitted, out of stock items will be cancelled and a new purchase order must be placed for the substitute product.

Note: Do not ship any substitutions or unapproved products, as payment will not be made for these products

6.5) Terms / Buying Agreement Changes

In order to make changes to terms on the Supplier Buying Agreement, HD Supply and the Supplier must mutually agree to amend the SBA. Any terms changes will not occur without a newly executed SBA.

Note: Any changes not expressly approved in writing by the appropriate personnel of HD Supply and the Supplier will be void.

6.6) Vacation Closing

If your plant or company facilities are closed for extended times other than national holidays, please notify your Merchant 90 days before the closing to secure order placement and to guarantee delivery. We expect you to pre-build inventory to prevent out-of-stock situations or shipping delays.

For suppliers with collect freight terms, also notify HD Supply's Transportation Department.

DIRECT TO CONSUMER: DROPSHIP & SPECIAL ORDER INFORMATION

HD Supply always seeks ways to accelerate business growth, and the addition of new products is an important part of this commitment to our customers. HD Supply's Dropship & Special Orders Department partners with many suppliers in order to provide new, unique, or custom products to customers on a direct fulfillment basis.

HD Supply's Dropship Program is defined as direct-to-consumer products that are actively available to purchase on our website, HDSUPPLY SOLUTIONS.com. Suppliers are responsible for maintaining product data information for these items.

HD Supply's Special Order Program is defined as a one time, special purchase that will ship directly to our customers. These items are NOT on our website for normal purchasing and no material content is required.

By becoming an HD Supply Direct Fulfillment Partner, you can:

- Test new products through HD Supply
- Increase sales opportunities through multiple end markets
- Create more product exposure with HD Supply's sales staff and customers
- Increase opportunities for new product inclusions to stock, or factory direct programs.

Note: Contact our merchandising team for additional information on participating in our Special-Order program.

7.1) Direct Delivery to the Customer

HD Supply may require Dropship and Special Orders to be deliverable direct to customers. This agreement is made within the Supplier Buying Agreement. HD Supply's Merchandising Vice President must approve any exceptions to this policy.

HD Supply will not pay any additional surcharges for this service unless it has been negotiated with HD Supply's Merchant and documented in the then current Supplier Buying Agreement.

It is the supplier's responsibility to ensure that the products arrive on time to the customer's business in excellent condition. All orders shipped directly to a customer must be shipped Prepaid - Destination or Prepaid/Add - Destination.

To ensure accurate payment, include this information on all documentation:

- Customer's name and address
- Purchase Order Number
- An HD Supply Branded packing slip is required and must be sent out with the customer order.

Note: Please send an additional copy of the order confirmation to hds-fmsopurchasing-u1@hdsupply.com

7.2) Special Order Quotes

Suppliers should provide the following information with each quote for a special order:

- Availability of inventory
- Price per unit
- Applicable freight charges
- Estimated lead time

7.3) Ordering and Shipping Process

In most cases, the Direct-To-Consumer order should be drop shipped directly to the customers in order to expedite delivery and avoid unnecessary handling.

We request that the Dropship and Special Order item costs are confirmed and/or negotiated with your Merchant at the time the order is placed. The correct cost must be confirmed to avoid any short pays or chargebacks. Please note that if the cost is incorrect, a new purchase order will be necessary to proceed.

7.3.1) Direct To Consumer Labeling Requirements

All Direct to Consumer orders must be clearly labeled with the customer's name for easy identification.

When creating Direct to Consumer labels, there are specific requirements for the labels. Special order labels must be at least 3" X 5", high visible YELLOW, and contain the customer's name, PO number, date of receipt, customer number, part number, order number, and carton numbering (1 of 2, 2 of 2, etc.). See the Special-Order Section within the Routing Guide for an Example.

All Direct to Consumer purchase orders must be clearly identified on the bill of lading and packing slip. To ensure accuracy, it is imperative that you communicate to HD Supply the necessary ordering information (such as color, inside/outside measurements, right hand/left hand) before filling a special order. Please provide specific requirements for each of your product categories on the back of the Special-Order Supplier Buying Agreement Corporate Form provided in this packet. If you intend on shipping stock and special orders together, do not delay shipping if either the stock or special order is not ready. For delays in delivery of special orders, you must contact the Special Orders Department so the customer can be notified.

Note: All special orders must have a Direct to Consumer Label affixed to every carton.

7.3.2) Direct To Consumer Backorder Policy

Backorders for special order merchandise will be accepted with the consent of an authorized HD Supply representative.

If circumstances require that a purchase order be cancelled and a new purchase order issued, all supplier documentation must refer to the new purchase order number. Failure to do so may result in a delay in payment.

Note: Backorders will not be accepted on Dropship Purchase Orders. All lines must follow the 'Fill or Kill' methodology.

7.4) Dropship Literature

All product price lists, catalogs, and consumer literature to be provided to HD Supply and agreed upon by HD Supply's Merchant must be sent to your Merchant for distribution. This centralization helps us maintain consistent and accurate records, ensures accurate pricing, and reduces accounting payment discrepancies.

Dropship orders are priced using vendor cost terms, and must be pre-approved by the merchandising team. The structure of our pricing catalogs must be reviewed with the Merchant. All materials must be sent to and approved by the Merchant, and any variations must be negotiated on an individual basis.

Note: Never send price lists, catalogs, or consumer literature directly to HD Supply's distribution centers.

7.5) Direct To Consumer: Product Training

In many cases training by suppliers for HD Supply's associates is necessary to ensure the proper handling of Direct to Consumer products. All HD Supply associates are trained on a continuous basis on suppliers' programs in our corporate office(s) and in the field.

Training topics include:

- Overall product knowledge
- All necessary contact information

Note: If you have any questions specific to the Direct to Consumer guidelines in this section, please contact:

- hds-fmsopurchasing-u1@hdsupply.com
- FMFactorydirect@hdsupply.com

PACKAGING REQUIREMENTS

8.1.1) Bilingual Requirements (US Suppliers)

We require English and Spanish on all warning labels and instructions. In many markets, we increasingly find that customers request a language other than English on product packaging and instructions. Recent court decisions on product liability and bilingualism also require that we move toward dual-language packaging.

Specific guidelines follow:

- All safety warnings and instructions must be in both Spanish and English.
- If English warnings and instructions are on the package, the Spanish version may be inserted inside the package if a statement on the outside indicates the Spanish version is enclosed.
- Handout sheets are not an acceptable substitute.
- The supplier should determine the size and emphasis of the Spanish writing with the objective of providing customer service to the Hispanic population.
- All translations should be in neutral Spanish dialogue.
- Address specific questions to your Merchant.

8.1.2) Bilingual Requirements (Canadian Suppliers)

We require English and French on all warning labels and instructions

- All safety warnings and instructions must be in both French and English.
- If English warnings and instructions are on the package, the French version may be inserted inside the package if a statement on the outside indicates the French version is enclosed.
- Handout sheets are not an acceptable substitute.
- The supplier should determine the size and emphasis of the French writing with the objective of providing customer service to the Hispanic population.
- All translations should be in Quebecois French dialogue.
- Address specific questions to your Merchant.

8.1.3) Bilingual Requirements (Private Brands)

Private Branded products (National Brand) should adhere to all bilingual requirements in the regions in which they are being shipped to. If you have any questions on Private Branded products, please contact your respective merchandising partner.

8.2) Environmental Marketing Claims

HD Supply's policy is to be environmentally responsive and responsible throughout our operations. Recognizing the potential for confusion that can be caused by inconsistent or misleading environmental marketing messages, HD Supply aims to provide guidance on the use of specific terms to help educate customers and advise suppliers.

8.2.1) Claims That Require Evaluation

Information about directions for use, ingredients, or warning statements required by law are not generally considered environmental claims.

These environmental marketing claims require evaluation:

- Ozone Friendly
- Ozone Safe
- Photodegradable

- Low/Lower V.O.C.
- V.O.C. Reduced
- Recycle
- Saves Trees
- Conserves Resources
- Saves Energy
- Earth Friendly Certified

8.2.2) Evaluation Requirements

For each product that HD Supply buys for which the supplier makes environmental marketing claims, the supplier is required to complete the Environmental Marketing Claims Evaluation Form, update it as changes or corrections are made, and submit all required information with the appropriate fees as directed. To obtain the Environmental Marketing Claims Evaluation Form, you must contact your Merchant.

8.3) Universal Product Codes (UPC)

HD Supply is committed to having scannable barcodes on all products at the point of sale. To ensure that the system is effective, it is mandatory that every item sold to HD Supply be Universal Product Code (UPC) barcoded. HD Supply's Vice President of Merchandising and HD Supply's Logistics department must approve any exceptions. Suppliers are required to submit sample UPC barcodes to be tested for readability at the same time that you submit SKU Setup Worksheets and at the time that the product information is set up in HD Supply's computer system.

8.3.1) American National Standards Institute (ANSI)

HD Supply grades all barcodes for their scan ability by the American National Standards Institute (ANSI) Methodology. ANSI grades range from an "A" to an "F". A grade of "C" or higher is considered passing, and a grade of "D" or "F" is considered failing. ANSI uses nine parameters to evaluate the scan ability of a barcode: (1) Symbol Contrast, (2) Decodability, (3) Defect, (4) Modulation, (5) Reflectance Minimum, (6) Decode, (7) Minimum Edge Contrast, (8) Edge Determination, and (9) Quiet Zone. Each barcode must meet these requirements to ensure a passing grade. Contact the UCC, ECCC, or EAN International for more information on these parameters.

8.3.2) Quality Barcoding

Suppliers are required to submit actual labels and/or marked products for test scanning at the time of item setup to ensure that both suppliers and HD Supply use barcodes of an acceptable quality grade. Remember, it is the manufacturer who is responsible for placing an **accurate** and **scannable** symbol on the packaging. Suppliers with quality control problems will be encouraged to attend a UPC seminar given by HD Supply. If the problem persists, HD Supply will find an alternate product source.

HD Supply has several guidelines to ensure quality barcodes:

- Suitability-Ensure that the type of label printed suits the product it is being applied to and the environment it will be stocked or sold in.
- Color-Bars should be dark colors (black is ideal) and the lines should be solid; the background colors should be light (white is ideal) and very clean.
- Size-Size should range from 80% to 200%. Any exceptions need to be approved by HD Supply's Logistics department.
- Placement of the Label – The barcode should be placed where it can easily be scanned using the flattest surface possible. Do not wrap the barcode around the product or place it in the way of seams or folds.
- Weighted-Bulky products require placements of barcodes on two adjacent corners.

- Human readable numbers MUST be printed at the bottom of the barcode.

Master/Buy Packs: A case UPC must be placed on cases of product.

8.3.3) UPC Barcode Changes

All changes in barcodes must be communicated to either HD Supply's Logistics department or Supplier.Performance@hdsupply.com at least 30 days before any newly barcoded product arrives in our warehouses. HD Supply will not allow the use of a discontinued barcode for a period of four years. Before reusing a barcode, you must contact either HD Supply's Logistics department or the supplier's Merchant to ensure that no inventory exists in our system with that barcode.

8.3.4) UPC Contact

All suppliers are asked to designate a corporate contact for your company that will have the sole authority to work with your staff to implement new ideas and resolve problems.

Note: If you have any questions regarding UPC procedures, please contact your assigned Merchant within our Merchant Relations Department.

8.4) Packing

Palletized shipments must be clearly labeled under pallet wrap and the label must be visible to show the purchase order number contained on the pallet or in the master pack. Packing slip needs to be adhered to a carton under the pallet wrap.

Purchase orders cannot be mixed in a carton or master pack. The Bill of Lading (BOL) must show all purchase orders included in the shipment and purchase order numbers must be together in the same section of the BOL.

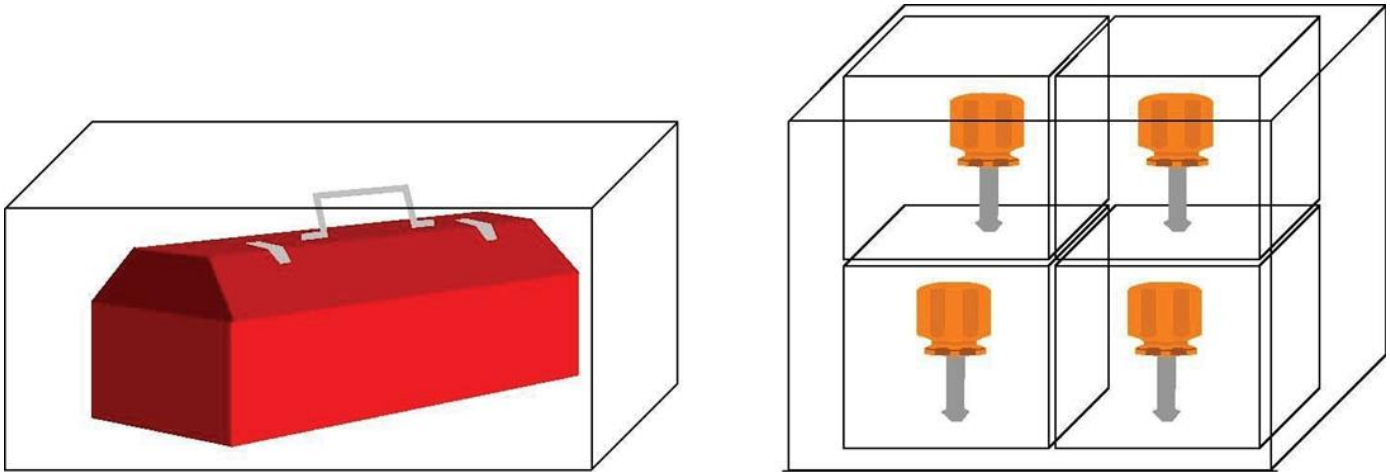
8.5) HD Supply Pack Descriptions

8.5.1) Standard Pack

The shipped carton always contains the same number of items or inner cartons. The pack is considered standard when it includes either single items in standard pack counts or items in a master carton with standard pack counts.

All packaging must be tested to withstand small parcel transportation. Following are examples of standard packs.

8.5.2) Single Item Standard Pack Example & Master Carton Standard Pack Example



The shipped carton contains more than one merchandise item or non-standard pack quantities of the same item. Quantities of each may vary.

8.5.3) Packing List

The Packing List must be clearly located in a “Packing Slip Enclosed” pouch on the outside of the first carton of each shipment. Each purchase order must have a separate packing list. Packing slip needs to be adhered to a carton under the pallet wrap.

Note: See the “Routing Guide” section of this document for a sample packing list.

8.5.4) Shipping Platform Requirements

HD Supply requires that all shipping platforms received by our facilities meet the following minimum standards for safety, construction and durability. Shipping platforms that do not meet the minimum standards detailed below may be refused or result in per pallet monetary fines as outlined in the “Safety Violations Policy” section of “Safety Standards”.

Safe shipping platforms must be used for palletized freight when transporting products to HD Supply’s distribution centers. When product-shipping configuration allows, all pallets may be stacked no higher than 48” from ground contact. Any deviation from these standards must be pre-approved by the Merchant.

Listed below are the general specifications for GMA Grade A - acceptable pallets:

- Wood used must be sound. Knots must not be larger than 1/3rd of the width of the board.
- There should be a maximum 1½” spacing between deck boards, none broken.
- There should be a minimum 11/16” (actual) thick deck and bottom boards securely attached.
- There must be no missing boards on top or bottom and no serious cracks.
- All stringers must be solid and unbroken. No double stringers or patches for repair.
- There must not be protruding nails. All boards must be attached with a minimum of two screw type nails, staggered.
- The pallet must have a certified strength of a minimum of 1.5-foot pounds per square inch (psi) over the footprint of the pallet.
- Pallets that permit 4-way forklift entry are preferred, except when delivering bagged goods.
- Any variance in the above construction criteria must be approved by the MVP or Merchant.

8.5.5) Shipping Cartons

A shipping carton is for shipping merchandise to HD Supply. See the “Routing Guide” section to view requirements and a sample shipping carton label.

8.6) Additional Packaging Requirements – Labeling & Identification

8.6.1) Package Identification/Labels

Master Carton and Inner Pack must have the following information and scannable bar codes – excluding description.

Labels must be located on two adjacent sides of the outer box or wrapped around a corner.

- Pro USN (Universal Stock Number) or HD Supply Material Number – 1" Tall
- Purchase Order Number
- Supplier Part Number (VPN)
- Unit of Measure (UOM)
- Quantity
- Product Description

8.6.2) Individual SKU or Package

All individual SKUs must be labeled with the HD PRO USN part number and/or the HD Supply Material number, along with the Vendor’s VPN.

8.6.3) Shipping Documents/Packing List Information

All packing lists must include the following information and scannable bar codes for each (Excluding description)

- Pro USN (Universal Stock Number) or HD Supply Material Number
- Product Description
- Purchase Order Number
- Supplier Part Number (VPN)
- Unit of Measure (UOM)
- Quantity

8.6.4) Bar Code Specifications

- All bar codes must be Code 128.
- Subset “B” must be used since it will handle all alpha and numeric characters

8.7) Chargeback Summary

A chargeback to the Supplier may sometimes be required to assure compliance with these guidelines.

Please revisit the ‘Supplier Performance Program’ section for more information on specific metric thresholds and associated chargebacks for non-compliance.

The following are additional examples of chargebacks:

Labeling

- Incorrect label format
- Master Carton is not labeled on two adjacent sides
- HD Pro or HD Supply number is not 1" tall or not readable from 20'
- HD Pro or HD Supply part number is not identified or not scannable
- Item description is missing or inaccurate

- Unit of Measure is missing, unscannable or inaccurate
- Insufficient hazmat packaging or labeling

Packaging

- Inner Pack discrepancy
- Product must be in separate, label compliant cartons

Paperwork

- UPS not sequentially marked
- Packing list or freight bill is incomplete or missing
- SDS document is not provided

Backorder

- Unauthorized backorders

The chargeback notification will be mailed to the Supplier's Accounts Receivable address when HD Supply makes deductions on an invoice.

Note: If you have any questions or concerns regarding the compliance requirements above, please email: Supplier.Performance@hdsupply.com

Supplier Routing and Shipping Guide

The following routing and shipping instructions are effective December 5th, 2023, and supersede all previous instructions. All shipments destined to HD Supply Support Services, Inc., its affiliates and/or subsidiaries must adhere to the instructions herein.

9.1) Introduction

This routing and shipping guide has been developed for domestic, North American Suppliers ("Supplier") who ship to HD Supply Support Services, Inc., its subsidiaries and/or affiliates. All sections of this guide apply to all suppliers, regardless of their FOB terms.

If you import or export merchandise to countries other than Canada, please request international routing instructions from your Merchant.

All transportation costs, detention charges, storage fees or other expenses incurred by HD because of the supplier's non-compliance with the terms and conditions of the Supplier Buying Agreement and the Supplier Routing and Shipping Guide, contained herein as reference, shall be charged to the supplier.

For questions regarding this Routing and Shipping Guide, please contact your respective Merchandising partner.

9.2) Advance Ship Notice (ASN)

All suppliers are required to provide ASN documents upon shipment to HD Supply. Failure to do so may result in slower payments, receiving, and possible chargebacks.

9.3) Bill of Lading

All Bills of Lading (BOL) must contain the following (if applicable by mode):

- PO number (multiple POs must be listed in the same section of the BOL)
- Distribution center address
- Carrier name/SCAC
- Carrier PRO number
- Trailer number or container number
- Trip number
- Seal number
- Unit specification (cartons or pallets)
- Carton/pallet count – per PO
- Weight – per PO
- Actual freight classification or FAK (LTL only) - per PO
- Correct NMFC Item number (LTL only) – per PO (or harmonized tariff number for Canada)
- Total carton/pallet count for BOL
- Total weight for BOL
- Customer name and address, if a special order
- Special handling requirements/instructions (fragile glass, may freeze, etc.)

9.3.1) Additional BOL Requirements:

- All POs included in the shipment must be listed in the same area of the BOL.
- All merchandise shipped on the same day and consigned to the same destination must be combined on one BOL (unless the quantity of merchandise shipped exceeds a full truckload).
- On special order PO numbers, the customer's name and address must be clearly identified on the BOL and packing list, especially if shipped with a regular stock order.
- If a shipment is pre-loaded or wrapped so the driver is unable to confirm the number of cartons, the Bill of Lading should be noted "shipper load and count (SLC)" or "said to contain (STC)."
- If purchase orders are combined on a bill of lading, the purchase order numbers must be clearly marked on each carton or package in numerals at least one inch high.
- Hazmat materials must be clearly marked and appropriately stated.

NOTE: It is HD Supply's policy to tender merchandise as stated on the bill of lading/delivery receipt (pieces, cartons, or pallets). If HD Supply tenders cartons and signs the carrier's delivery receipt as the stated number of cartons was received, any piece shortages will be charged back to the supplier as concealed. If HD Supply tenders pallets and signs the carrier's delivery receipt as the stated number of pallets was received, any piece or carton shortages will be charged back to the supplier as concealed.

9.4) Drop Trailer / Container Loading Requirements

If suppliers require carriers to drop trailers/containers to aid in the loading process, they are responsible for ensuring that the BOL specifically reflects "Shipper Load and Count," accurate weight, as well as all other required BOL information. The supplier is responsible for ensuring that all trailers/containers used to transport HD Supply merchandise are loaded in accordance with all Department of Transportation, state, and local government's rules and regulations pertaining to load limitations and load securement. In addition, the supplier is also responsible for loading all product in a manner that will prevent any damage. This should include but not be limited to utilizing proper block and brace procedures, load bars, straps, dunnage & air bags.

Note: All fines, penalties, and/or fees associated with an inaccurate BOL or any other shipping documentation that results in an overweight load or other associated regulatory violations will result in chargebacks to the supplier.

9.5) Freight Claims

Claims for shortage and damage are handled as follows:

- Free on Board (FOB) destination claims are filed by the supplier. Information for claim filing is sent with the notification of chargeback at time of payment.
- Free on Board (FOB) origin claims are filed by HD Supply

9.5.1) Freight Class

Suppliers must provide the actual freight class or FAK (freight all kinds) class for each shipment. See the "National Motor Freight Classification Guide" for class and item number. HD Supply reserves the right to audit and analyze all supplier/carrier negotiated FAKs for accuracy.

Note: Misclassification of freight may result in a chargeback to the Supplier. Suppliers agree that upon discovery of a possible or identified misclassification, they will notify HD Supply's Logistics Department.

9.5.2) Damaged Product

Purchase Orders issued under the terms of FOB Destination are subject to inspection upon arrival at our distribution center. All visibly damaged product in bulk quantities (e.g., water heaters, refrigerators, layers of palletized products) will be returned to the shipper with freight charges marked “Freight Collect.”

9.5.3) Hazardous Material

If supplier ships HD Supply products that are considered hazardous, to include but not limited to paint, pool chemicals, primers, or garden products, these products must be shipped in accordance with all Department of Transportation (DOT) HAZMAT regulations governing the safe handling and transportation of hazardous materials. Hazardous material cannot be shipped by Air.

Note: All fines, penalties, and fees associated with non-compliant packaging, labeling, and/or shipping of hazardous materials will result in chargebacks to the supplier.

9.5.4) Insuring Merchandise in Transit

The supplier is responsible for insuring the merchandise to the FOB point for full replacement value, including freight, and the supplier shall file all claims for loss or damage. All concealed damage claims will be charged back to the supplier.

9.6) Lead Time/ Vendor Turn Time & Order Fill Rate

Suppliers must adhere to the agreed Vendor Turn Time and order Lead Time as indicated in the Supplier Buying Agreement. HD Supply defines lead time as the number of calendar days from when the order is placed to when it is received at an HD Supply destination. Vendor Turn Time (VTT) is the number of business days between the receipt of a purchase order to ASN receipt. Correct lead times support our associates’ ability to accurately order merchandise.

Merchandise must be shipped to arrive at the “Ship To” destination on the delivery date. The supplier must advise HD Supply immediately if any merchandise cannot be shipped in time to be received on the specified delivery date.

Our customers measure our performance by whether we have the products they need when they need them. HD Supply, in turn, measures suppliers’ performance in many ways.

Some specific ways in which a supplier’s performance is measured are:

- Number of correct SKUs shipped vs. ordered
- Number of units shipped by SKU vs. ordered
- SKU cost vs. negotiated cost
- Actual lead time versus stated lead time (purchase orders received within the shipping window based on lead time)
- Actual turn time versus stated turn time (time between the receipt of a purchase order to ASN receipt)

Note: One hundred percent compliance in each of these categories is expected. Please ensure that your shipments are complete and on time - every time. This includes all Direct to Consumer Orders.

9.7) Loading Tips

Following are some tips on how to properly load a shipment of merchandise destined for an HD Supply location:

- Place special orders on top so they are easily identified.
- Place tallest pallets in the nose of the trailer.
- Place similar height pallets next to one another.

- Use dunnage and airbags, where appropriate, to prevent shifting.
- If routing a multi-stop truckload, segregate the trailer in such a manner that clearly identifies which pallets go with each delivery.
- If shipping on a flatbed, use proper strapping and tarping.

9.8) Minimum Orders

It is HD Supply's policy not to pay for additional freight charges incurred due to shipment of orders for less than the minimums stated in the Supplier Buying Agreement. Any stock orders received by you for less than the minimum should be referred to the Inventory Management associate to adjust the purchase order to meet minimum. If your company accepts an order that does not meet the stated minimum, you are responsible for any additional costs incurred, regardless of freight payment terms.

If you have ongoing problems with orders not meeting minimum, contact the Merchant.

Please be advised that Direct to Consumer orders are NOT subject to the agreed upon minimums for regular stock orders.

Note: If the "minimum order" is negotiated as a dollar amount, HD Supply recognizes the dollar amount as the total cost per purchase order. All requests for priority shipments such as airfreight must be approved in writing by the Merchant before shipment.

9.9) Non-Compliance

All expenses (i.e. excess transportation charges due to split shipments, errors in classification, etc. incurred by HD Supply due to the supplier's non-compliance with the terms of this agreement shall be charged to the supplier.

9.10) Packing List

Listed below are packing list requirements:

- All packing slips must be HD Supply Branded when shipping Direct to Consumer.
- Each PO must be accompanied with a separate packing list.
- The packing list must be clearly located in a "Packing Slip Enclosed" envelope on the outside of the lead carton of each shipment.
- For truckload shipments, the cartons containing packing slips must be easily accessible before unloading (place it on or near the last loaded carton at the tail of the trailer).
- If shipping via small package, courier, or LTL, and if re-packing several cartons, you must include a copy of the packing list in the repack carton of each PO. Multiple POs may NOT be in a single carton.
- Identify items on packing slip which are in repack box(es) for example R1, R2 to describe repack box 1 and 2.
- All Special-Order PO numbers, customer name, and address must be clearly identified on the packing list. See the Special-Order section for required special order labels.

9.10.1) Sample Packing List

ABC TOOLS, INC. 101 Craft Way, Homerville, GA 30078770-502-1423, tom@abctools.com

CARRIER:	Estes	PRO #:	245187324	THD A/P SUPPLIER #:	458768
ORDER: DATE	2/1/01	SHIP DATE:	2/4/01	PO #:	0635483
FRT. TERMS:	Collect	FOB POINT:	Destination	INVOICE #:	245873

					SINGLE UNITS	MSTR CARTON	REPACK
PART #:	SKU #:	DESC:	UPC CODE:	QTY:	# OF CTNS:	# OF CTNS:	# OF CTNS:
AB123	542975	Mini blinds – blue	452789442	10	0	2	0
AC122	942976	Mini blinds – white	452789443	10	0	2	0
DC831	864765	Rods	455723444	5	5	0	0

TOTAL CARTONS SHIPPED 9

9.10.2) Packaging Standards

US Suppliers:

HD Supply recognizes The International Safe Transit Association's (ISTA) transportation and vibration packaging standards as the minimum requirements to withstand the shocks and stresses normally encountered during handling and transportation of merchandise. To acquire a copy of those standards, please contact:

ISTA

1400 Abbott Road, Suite 310
East Lansing, Michigan 48823
Phone #: 517-333-3437
Website: www.ISTA.org

HD Supply also recognizes the American Society for Testing Materials (ASTM) testing standards in the evaluation of packaging standards, as supported in the National Motor Freight Classification 100 and The Railway Association of Canada RAC 6000 rules for the performance of packaging. To acquire a copy of those standards, please contact:

ASTM

100 Barr Harbor Drive
West Conshohocken, Pennsylvania 19428
Phone #: 610-832-9500
Website: www.ASTM.org

US/Canada Suppliers:

All freight shipped to HD Supply must be packaged to withstand the normal hazards of transportation: multiple handling, co-loading with odd-shaped merchandise, vibration, and quick stops.

NOTE: Unless an exception is approved in writing by an HD Supply Merchant, or if being shipped via UPS or FedEx, all merchandise must be palletized on a GMA grade "A" pallet and sufficiently stretch-wrapped.

9.10.3) Packaging Tips

Listed below are some basic guidelines to use when packaging your products:

- Build pallets with heaviest products on the bottom, graduating to the lightest product on the top, to avoid crushing lighter products.
- Build pallets to ensure that products will not get damaged while being loaded and unloaded with a forklift.
- Try to build pallets of similar height and with flat tops for stability and stackability.
- All painted and finished surfaces must be covered and protected.
- Fragile products, such as lights and pottery, must be packed securely.
- Package product in such a manner that it will withstand travel and not fall over (e.g. tall, heavy items such as doors).

Note: We request a single PO per pallet. If pallets must be combined, we request that all cartons of a single PO are together and clearly separated from other POs. A pallet with more than one PO must be labeled “Mixed Pallet.”

9.11) Purchase Orders

Fill and ship each purchase order (PO) as soon as it is received. DO NOT hold orders for the sake of shipping one larger shipment. Holding orders negatively impacts in-stock levels, order fill rate, and lead-time.

9.11.1) Purchase Orders (Multiple)

If the supplier receives multiple purchase orders to be shipped on the same day, destined to the same store, the purchase orders must be shipped on a single Bill of Lading and must be combined into a single shipment, except if both shipments combined exceed a full truckload quantity.

When combining multiple purchase orders on one Bill of Lading, purchase order numbers must be in the same section of the BOL, and the cartons must be clearly marked with the purchase order numbers in numerals at least one inch high.

9.11.2) Receiving Appointments

All shipments, including special orders, are accepted at our receiving docks by appointment only. If delivery is being made by your truck or a common carrier, advise your drivers or carriers that they must request a delivery appointment at least 48 hours before the expected delivery time. All deliveries require driver-assisted unloading.

Unscheduled deliveries may result in an extended waiting period. HD Supply will not be responsible for delivery charges that may result.

When calling for an appointment, have this information available:

- Supplier name
- Purchase order numbers
- Number of cartons or pallets

IMPORTANT: Our core carriers have standing appointments at our distribution centers. Therefore, suppliers shipping via these carriers can avoid scheduling additional shipping appointments and can get the merchandise into our stores quickly and efficiently.

9.12) Shipping Cartons

A shipping carton is for shipping merchandise to HD Supply. All shipping cartons must be clearly marked with at least one-inch-high lettering, and must include the following information from the graphic below:

9.12.1) Sample Shipping label:

Each master carton must be labeled as well, if there are multiple inside a single shipping carton.

Sample Outer Carton Label:

From Vendor Name Address Line 1 Address Line 2 Address Line 3	TO DC Number (6) Consolidator Address or DC Address Address Line 1 Address Line 2 Address Line 3 <small>(online Store Address only when shipping direct to store)</small>
(420) SHIP TO POSAL CODE (420) 90266 	CARRIER CARR: Carrier Name P.F.D. 12345678901234567890123456789 B.L.R. 12345678901234567890123456789
PO #: 12345678901234 DEPT: 0012	Carton 1 of 2
DC #: 699 VEND: 1234567	CASE QTY: 1234
STORE (91) 0001 	STORE # 0001
SSC O-10 (00) 0 0046863 000008235 7 	

HD Supply Facilities Maintenance requires perforated tear away box tops for all shipping cartons. These cartons/boxes reduce the need to open boxes with box cutters, thus reducing the risk of damaging merchandise with the box cutters or injuring associates. An HD Supply Merchant or an HD Supply Merchandising Vice President must approve any exceptions to this requirement.

Note: Labels must be positioned and clearly visible to the outside of the pallet. Repack cartons must be clearly labeled “REPACK” on the outside.

9.12.2) Dual-Brand Label (Required)

In our growth efforts to move Forward Together as One Supply Chain under HD Supply, Inc., we are requesting that suppliers who provide products to both ‘Legacy HD Supply’ & ‘Legacy HD Pro’ transition to a ‘Dual-Brand Label’.

The innovative Dual-Brand Label is designed to provide visibility into products which are currently serviced out of both networks, and will provide major benefits to our internal processes. The newly designed label includes both the ‘Legacy HD Supply’ Material ID & ‘Legacy HD Pro’ USN, while encompassing all aspects of our standard shipping label.

The Dual-Brand Label will help us properly identify products upon receipt, and ensures that our facilities can

effectively and efficiently scan products into our network. There are additional benefits for our Suppliers, as accurate and timely payments are driven by accurate data.

The Dual-Brand Label is required, even if you are a supplier who only provides products to one network. In such instances the Dual-Brand Label may still be used; however, only the relevant HD Supply Material ID, or HD Pro USN will need to be populated on the label.

(Required) Sample Dual-Brand Label:

The diagram shows a rectangular label with a width of 6 in and a height of 5 in. The label is divided into several sections with the following fields and labels:

- Item Description:** ITEM DESCRIPTION
- Vendor Part Number/MIC Number:** Vendor Part Number/MIC: 1234567890
- PO #:** PO Barcode & Number (with barcode)
- PRO USN #:** PRO USN Barcode & Number (with barcode)
- Supply Material ID #:** HD Supply Material ID (MIC) Barcode & Number (with barcode)
- Selling Unit of Measure:** Selling Unit of Measure: EACH
- Quantity:** Quantity: 123
- Product Serial Number (IF APPLICABLE):** Serial Number: 1234567890123456
- Selling Unit UPC:** Selling Unit UPC: (with barcode)

9.12.3) Labeling Palletized Cartons or Repacked Cartons

For palletized or repacked (multiple cartons placed into one carton) shipments, the pallet or repack label must be clearly visible, showing the PO number on the outside of each pallet or repack. Each carton should be numbered with 1-up numbering, (1 of 4, 2 of 4, etc.) for each PO. A pallet with more than one PO must be labeled “Mixed Pallet” and POs must be segregated with paper, cardboard, etc. A “Mixed Pallet” label must have all PO numbers on the label with the number of cartons per PO.

Ex: PO Number	Total Cartons
12345678	10
12394785	8
12354963	4

Note: “Mixed Pallet” labels must also have the destination warehouse number, supplier name, and shipping origin address.

9.12.4) Shipping Liability Limits

As the shipper, the supplier is responsible for defining product liability at the point of origin. It is essential that you identify the procedure for each of your shipping locations by completing the Corporate Form included in the Buying Agreement.

The Shipper/Supplier Bill of Lading should clearly indicate liability limits at the point of origin. All exceptions will be evaluated and limits that have been agreed upon will be placed on the Bill of Lading. Under no circumstances will a verbal agreement between a shipper/supplier, Carrier, or representative of HD Supply be binding unless communicated in writing.

9.12.5) Shipping Platform Standards

HD Supply requires that all shipping platforms received by our facilities meet the following minimum standards for safety, construction, and durability. Shipping platforms that do not meet the minimum standards detailed below may be refused or result in per pallet monetary fines as outlined in the “Safety Violations Policy” section of “Safety Standards”.

Safe shipping platforms must be used for palletized freight when transporting products to HD Supply’s distribution centers. When product-shipping configuration allows, all pallets may be stacked no higher than 48” from ground contact. Any deviation from these standards must be pre-approved by the Merchant.

Listed below are the general specifications for GMA grade A - acceptable pallets:

- Wood used must be sound. Knots must not be larger than 1/3rd of the width of the board.
- There should be a maximum 1½” spacing between deck boards, none broken.
- There should be a minimum 11/16” (actual) thick deck and bottom boards securely attached.
- There must be no missing boards on top or bottom and no serious cracks.
- All stringers must be solid and unbroken. No double stringers or patches for repair.
- There must not be protruding nails. All boards must be attached with a minimum of two screw type nails, staggered.
- The pallet must have a certified strength of a minimum of 1.5-foot pounds per square inch (psi) over the footprint of the pallet.
- Pallets that permit 4-way forklift entry are preferred, except when delivering bagged goods.
- Any variance in the above construction criteria must be approved by the MVP or the Merchant.

9.13) Direct To Consumer/ Special Orders

Listed below are additional requirements for packaging and shipping special orders:

- All special-order shipments must have a special-order label on each shipping carton. These special-order labels must contain: Customer Name, PO number, HD Supply’s distribution center location, date of receipt, shipment value, carton numbering (1 of 2, 2 of 2, etc.).
- See Special Orders Section for Special Orders labeling requirements.
- If special orders are shipped with regular stock merchandise, it is imperative that the special-order merchandise be separated or easily identified from stock merchandise.

If you have any questions regarding special order shipping, please contact your Merchant.

9.13.1) Sample Special Order Label:

HD SUPPLY		SPECIAL ORDER LABEL	
<hr/>		CUSTOMER	
<hr/>		<hr/>	
# OF CARTONS		DEPARTMENT	DATE OF RECEIPT
<hr/>			
OF			
<hr/>			
TOTAL QTY WITHIN		RETAIL	PO NUMBER
<hr/>			
			
<small>©123456-7890</small>		<small>©123456-7890</small>	

9.13.2) Drop Shipments

If you are eligible for our “Direct To Consumer” program, such orders must be shipped with FOB and freight payment terms of prepaid- destination or prepaid/add-destination. When orders are shipped direct to a customer’s location, it is the supplier’s responsibility to ensure the products arrive on time and in excellent condition.

Listed below are some requirements for shipping directly to an HD Supply customer’s location:

- HD Supply will not pay any additional surcharges for this service unless it has been pre-approved by the proper HD Supply Merchant.
- HD Supply will chargeback the supplier for shortages or damages. It is then up to the supplier to file a claim with the carrier, if applicable.
- To ensure accurate payment, include the following on all documentation: PO number, Customer’s name and address HD Supply’s distribution center location and address Signed customer proof of delivery (See special order section for more detailed requirements).

9.14) Stretch-Wrap Standards

As an HD Supply supplier, you are a part of a team that is committed to providing a safe working environment for associates and customers. Stretch wrapping pallets properly is an important aspect of creating a safe environment. The following specifications are the minimum standards that must be met when shipping products to HD Supply:

Securing Merchandise to Pallets (Stretch Wrap):

- Stretch wrap must be applied in such a way as to ensure adequate load containment during the shipping and handling process.
- Stretch wrap shall be applied with a 50% overlap.
- Stretch wrap must be applied mid-way down over the pallet and cover all four corners of the pallet.
- Stretch wrap must be applied with three full wraps at the bottom (to the pallet) and three full wraps at the top of the load.

These minimum standards are designed to protect the safety and health of associates. HD Supply’s Merchandising Vice President or Merchant must approve any lesser deviations from these standards. Non-compliance can result in refusal of product or possible monetary or other penalty consideration.

9.15) Substitutions / Unapproved Product

All products shipped to HD Supply must be negotiated and approved by an HD Supply Merchant.

Note: Do not ship any substitutions or unapproved products, as payment will not be made for these products.

IMPORT OPERATING PROCEDURES

10.1) Freight Terms

Our import Suppliers are required to adhere to the terms section of the Supplier Buying Agreement.

Suppliers should contact the corresponding Origin Cargo Manager (OCM) relative to the Shipping Country of Origin for further shipping details and instructions (listed below).

Note: If you import or export merchandise to countries other than Canada, you may also request international routing instructions from your respective Merchandising partner.

10.1.2) Freight Information

Necessary information such as shipping line, final destination, origin terminal and container pickup location will be provided to you on a per shipment basis by an OCM representative and/or HD Supply's Import team.

10.1.3) Priority Shipping Request

Any and all requests for priority shipments (e.g., air freight) must be approved in writing by HD Supply's appropriate Inventory Analyst or Merchandising partner before shipment. Supplier must ship any delayed orders by air and pay the air freight.

10.2) Forwarder System Account Application to New Vendors.

Forwarder – HD Supply is partnering with 3 OCMs for different country of origins- Damco/Maersk, APLL and Expeditors. Vendor needs to contact forwarders for account application, login information and specific manual instructions. Please note the login information can only be created after POs are issued. Below is forwarder list for different countries/regions. Please reach out to our Asia Sourcing Office (ASO) to receive contact list for related ports.

Forwarder	Country/Region
 MAERSK	<i>China, Thailand, Columbia, Korea</i>
 APL Logistics	<i>Taiwan, Indonesia</i>
 Expeditors	<i>Vietnam, Italy</i>

The Origin Cargo Manager (OCM) will book and arrange freight for all vendors as per guidelines in the relevant OCM's Standard Operating Procedure, and will issue Forwarder's Cargo Receipt (FCR) to supplier in place of a steamship line Bill of Lading. If HD SUPPLY does not have a consolidation warehouse at this Free On Board port, then HD Supply shall be responsible for costs of transportation from the original port to the designated destination unless otherwise specified.

10.2.1) Booking Information

Please contact your OCM representative for booking information for all Free On Board (FOB), Consolidation, and Less than Container Load (LCL) shipments where HD Supply pays the freight. The OCM representative will arrange booking as per the global ocean routing guide. If there are any questions, you can contact your respective local OCM representative or the Asia Sourcing Office (ASO).

You can contact our Asia Sourcing Office by emailing: HDS_ASO_Sourcing@homedepot.com, Vicky_Zhang@homedepot.com, &/or Jerry_Xie@homedepot.com

10.2.2) Shipping Via Air

If you intend to ship goods via air, please contact the HD Supply Import Analyst and/or the Inventory Analyst for approval for shipments for which HD Supply must assume the cost. The Asia Sourcing Office (ASO) will advise which carrier to use. If you ship using Cost and Freight (CFR) or Cost, Insurance, Freight (CIF) terms the vendor will continue to make their own bookings. These Suppliers must, however, send all documents to the OCM representative. A Customs Broker will file the Import Security Filing (ISF) documentation for HD Supply and will scan the document packet for record keeping and payment purposes.

10.2.3) Delivery Duty Paid (DDP) Terms

Suppliers who ship using Delivered Duty Paid (DDP) terms will continue to make their own bookings and freight arrangements. HD Supply will provide DDP suppliers with the date they need to start submitting documentation packets to an OCM representative who will scan them for recordkeeping and payment purposes.

10.3) Commercial Invoices and Packing List Specifications

Each Purchase Order number should have a corresponding commercial invoice and packing list. Multiple POs can be placed in the same container with the same or different Wood Packing Materials (WPM) fumigation certificates and Bills of lading. There should never be more than one PO shown on a commercial invoice and packing list. If there is more than one PO on an invoice or packing list, the Inventory Analyst will send back and request a correction.

Note: Packing list does NOT replace commercial invoice

Commercial Invoices for All Shipments Must Include:

- Name and Address of Exporter/Seller
- Name and Address of the Manufacturer(s) (If different from the seller)
- Name and Address of Importer/Purchaser with IRS number
- Ship-To Name and Address
- Country of Origin
- HD Supply Purchase Order Number (Purchase Order number)
- Port of Discharge
- Final Destination
- Item Number and Goods Description
- HTS Number for Each Item
- Quantity
- Purchase Price per line Item (in USD)
- Type of Currency (Country and Denomination - ex: IBI \$)
 - The 'Type of Currency' must be in US dollars
- Discounts/Rebates
- Total Amount
- WPM Statement

Additional information for Commercial Invoices if available:

- Port of Loading (Origin) - Preferred
- Bill of Lading Number/FCR Number/Tracking Number/Courier Number (if available)
 - The shipper may not have this information available prior to booking
- Container Number (if available)
 - Should be sent with the ISF information

Additional costs incurred because of missing or incomplete information or due to other failure to comply with this section will be charged back without further notification.

Note: Invoices loaded in the respective OCM website must be accurate and indexed with the correct invoice number. This information will be used for payment. If not matching, it will be rejected.

All import inquiries should go to our Asia Sourcing Office: HDS_ASO_Sourcing@homedepot.com, Vicky_Zhang@homedepot.com, &/or Jerry_Xie@homedepot.com

10.4) Customs

HD Supply requires suppliers to comply with our Customs requirements. An ISF form or information is required for all ocean freight (not required for air shipment), and every relevant shipment or PO MUST be submitted to your OCM representative. ISF forms or information for each shipment or PO must be completed no later than 48-hours prior to being laden on a vessel or gated in at the dock for lading on board vessel.

In case of non-compliance, the supplier may be subject to significant penalties from U.S. Customs, cargo may be pulled off of vessel at origin, and/or additional charges or actions may be incurred per Customs' discretion and authority. Any charges will be deducted from next payment with no further notification.

Note: If you require information on local OCM offices, please contact our Asia Sourcing Office at: HDS_ASO_Sourcing@homedepot.com

ISF form/information shall be submitted to OCM within 3-days prior to vessel loading:

- Master Bill of Lading Number
- House Bill of Lading Number - Must Be Full House Bill with SCAC Code
- Reference/Purchase Order number
- Party Responsible for ISF: HD Supply
- Importer of Record Name: HD Supply
- Port of Lading – This is to Be the Origin's Port
- ETD – Estimated Date of Departure from Origin
- Port of Arrival – The First IBI Port of Entry (Not Final Destination)
- ETD – Date of Estimated Arrival at First IBI Port
- Name and Address of the Exporter/Seller
- Name and Address of the Ship-To Party
- Buyer Name and Address
- Container Stuffing Name and Address
- Consolidator Name and Address
- Consignee IRS Number
- Container Number
- Part Number - This is IBI's Product Number
- Description
- HTS Number
- C/O – Country of Origin
- Manufacturer's Name
- Manufacturer's Complete Address
- Notes

10.4.1) Additional Requirements

No originals will be required unless there is a visa issued. The complete names and addresses of the shipper, consignee, and notifying party must appear on the bill of lading in correspondence with new Customs regulations. Incomplete information will not be accepted.

If shipment is from China or Hong Kong, a Wood Packing Materials (WPM) statement or a fumigation certificate must be presented for each shipment. If these documents are not presented, there will be a \$50 charge per occurrence deducted from your next payment with no further notification. The WPM statement must appear on the shipper's letterhead and the bill of lading. The statement must read: "We acknowledge that this shipment does not contain any wood packing materials (WPM)." The WPM statement must also show the Purchase Order number, the bill of lading number, and the container number.

If a fumigation certificate is issued, the original will need to be sent to the consignee via overnight courier.

The shipper on the bill of lading must show a foreign address. A U.S. address is not acceptable.

10.5) Anti-Dumping Duties (ADD)

All Anti-Dumping Duties (ADD) Suppliers must include the required documentation mentioned above, as well as a letter on company letterhead with the name, address, and ADD case number of the actual manufacturer. The ADD case number and actual manufacturer's name must clearly appear on the first page of the commercial invoice.

Note: Foreign Suppliers may not know the applicable ADD case number. When the import is being entered into U.S territory, the HTS code flags for the specific ADD case.

All shipping documentation must be provided to your OCM representative within 3 days after vessel sailing. "All documentation" refers to a complete set: commercial invoice, packing list, WPM statement or fumigation certificate, ISF form, B/L copy, and any other required documentation.

10.6) Paperwork Requirements

Packing list with container: all shipments must include an accurate and legible packing list in English. This packing list must be on a lead carton or inside right door of the container and be easily accessible prior to unloading.

10.7) Shipment/ Logistics & Payment

10.7.1) Vessel Booking

Vendor needs to create booking in OCM system at least 28 days before ESD, please contact forwarder to get specific OCM system guidance for vessel booking.

10.7.2) SO Release & Container Pick Up

Forwarder will release SO according to CRD, vendor needs to arrange container loading per schedule. Please inform SCO in advance if forwarder doesn't release SO per schedule. IRN (inspection release notice) is required at the stage of SI cut-off. PO can't be loaded onto vessel with absence of IRN.

10.7.3) Shipping/Payment Documents

Vendor needs to upload documents in OCM within 3 days after ETD, and documents need to be identical with POs in terms of SKU#, PO#, item description...etc. OCM will guide specific instruction for document submission. Our accounting team from US will pay off to vendors according to vendor's payment term and usually paid on Thursday.

Shipping/Payment Document List
Commercial Invoice
Packing List
FCR
IRN
Others (C/O, BL etc.)

For better supply chain operations, we need you, our partners, to take seriously and monitor supply chain to call out any potential risks to SCO team in advance, such as power rationing, Covid impact, Typhoon impact, plant renovation etc. Please note last minute notifications are not acceptable. Early notification is always welcome.

10.7.3.1) 'Legacy HD Supply': Payment Document

Vendor needs to send payment documents to HD Supply AP team in one email to 3 email boxes after shipment. Please note if vendor submits commercial invoices in EDI, no change on invoice submission, but also needs to send the Packing List, FCR and vendor statement to those 3 public email boxes because documents can't be submitted via EDI.

- For payment issues (ex. overdue, duplicate or short payment), suppliers are encouraged to contact the AP team directly and copy Sourcing and SCO.

Note: Legacy HD Supply Vendors should use the email contacts in the table below:

HDS Import AP Team Email Boxes
FMAPInventory@hdsupply.com
FMAPstatement@HDSupply.com
fmaccountspayable@hdsupply.com
Payment Document List
Commercial Invoice
Packing List
FCR
Vendor Payment Statement (See below template)

10.7.3.2) 'Legacy HD Pro': Payment Document

Vendor needs to upload documents in OCM within 3 days after ETD, and documents need to be identical with POs in terms of SKU#, PO#, item description...etc. OCM will guide specific instruction for document submission. Our accounting team from US will pay off to vendors according to vendor's payment term and usually paid on Thursday.

For payment issues (ex. overdue, duplicate or short payment) vendor is encouraged to contact our AP team directly. Please copy sourcing and SCO team in communications as well.

- AP email address thdproimportaccounting@homedepot.com

10.7.4) Mandatory Areas in Commercial Invoices

Please ensure your CI reflects below areas, otherwise it will cause problems of timely customs clearance.

Mandatory Areas in Commercial Invoice
Adequate description of merchandise for each line item
Line-item SKU number(s)
Country of Origin
Seller name and address
Line-item price, should show actual price paid (\$1 is not acceptable) unless it's the price actually paid
Quantity
PO number

GENERAL ROUTING INSTRUCTIONS

11.1) General Routing Instructions, Regardless of Mode

Listed below are general instructions to follow when shipping merchandise to HD Supply:

- Do not split PO's between shipments. All cartons associated with one PO must be on a single shipment. PO's cannot be mixed in a carton or master carton/repack.
- For priority/extended shipments such as airfreight, the Merchant must approve all requests before shipment.
- If your facilities are closed for extended times other than national holidays, please notify HD Supply 90 days before the closing to secure order placement and to guarantee delivery.
- HD Supply's distribution centers are closed on Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day and Canadian statutory holidays (for Canadian locations only). Please plan your deliveries around these holidays. Keep in mind, receiving will be heavier than usual before and especially after the respective holiday.
- LTL drivers are required to assist with unloading.
- The trailer seal must be intact upon arrival at HD Supply and HD Supply must confirm it is intact.

Note: HD Supply will not pay any accessorial charges on prepaid shipments. Any charges such as notification, storage, re-consignment, inside delivery, sorting/segregating, etc. will be the sole financial responsibility of the supplier.

11.1.1) Additional Shipping Instructions

Additional shipping guidelines under the 'Shipping Instructions & Compliance' resource section of our Supplier Portal (<https://supplier.hdsupply.com>) include:

- All shipments must be correctly labeled (with barcode), and must have a packing slip attached to the outside of the merchandise.
- For multiple packages on a purchase order (PO), the packing slip must be located on the outside of 'Package 1' of the total package count.
- All Bill of Ladings (BOL) and shipping labels must show the HD Supply PO number.
- For any shipment containing shrink wrapped pallets, the BOL and pallets must state "Do not break shrink wrap".
- Carrier transit times differ. It is the shipper's responsibility to meet required delivery dates, using the correct carriers. All orders must be delivered to the appropriate destinations on or before the PO due date.
- Master Pack when possible and appropriate. As an example, if you are shipping 10 single cartons weighing 20 lbs per piece (200 lbs total), you should combine two single cartons into a master pack and ship 2 cartons weighing 40 lbs each.
 - Master packing should be done when single cartons can be combined without increasing the risk of damage or reducing package handling safety.
 - You must label each master pack or carton with your vendor part number, the HD Supply part number (SKU), the PO number, and the quantity per master pack/carton.
 - Shipper is responsible for ensuring that the overall quality of any pallets and packaging is sufficient to ensure that all parts arrive intact and in good condition at the HD Supply destination.
- LTL orders require a minimum of 24 hours advance delivery notification (TL - 48 hour notification). Only core carriers have standing appointments at the distribution centers.
- FOB Destination Vendors are responsible for paying transportation charges to the door. If a shipment is sent collect and is billed to HD Supply, charges will be billed back to the vendor.

- Failure to comply with HD Supply Routing Instructions may result in a “Non-Compliance” alternative service fee as defined in the Supplier Performance Program (SPP).
- **Reference Fields:** Shipper is required to provide PO/Order in required reference fields
 - Reference Field 1: Customer PO Number (if available)
 - Reference Field 2: Enter HD Supply PO number (Inbound/DC- 470#####) or (Drop Ship- 510#####)
 - Reference Field 3: Provide HD Supply Sales Order (For Drop Ship to Customer)

Note: For additional information on Small Package (Parcel), Less-Than-Truckload (LTL), and Truckload (TL) requirements, please visit the ‘Shipping Instructions & Compliance’ resource section of our Supplier Portal (<https://supplier.hdsupply.com>)

11.2) HD Supply’s Core Carrier Program

HD Supply has selected a group of quality Less-than-Truckload (LTL), Full Truckload (TL) carriers, and Small Package Carriers to provide the best overall value to HD Supply and our customers in delivering merchandise to our distribution centers. HD Supply requires that all shipments, regardless of prepaid or collect, be shipped using HD Supply’s Core Carrier as per the routing guide located in the Shipping Instructions and Compliance Document found in the Resources Section of the supplier portal <http://supplier.hdsupply.com>. Core Carriers will ensure timely delivery of your merchandise into our distribution centers.

The use of Core Carriers will reduce the number of carriers delivering to HD Supply’s distribution centers, consolidate shipments, ease congestion within the distribution center’s receiving area, and streamline the flow of merchandise to the stocking location and ultimately to HD Supply’s customers.

The mutual benefits include the following:

- Core Carriers maintain daily appointments to ensure that product isn’t trapped in a freight terminal waiting for additional shipments to build distribution center deliveries.
- Core Carriers are committed to continuously improve unload performance at the distribution centers which contributes to reduced transportation cost.

Note: All shipments, collect and prepaid, must be tendered exclusively to and delivered by HD Supply’s Core Carriers. HD Supply will monitor and report all shipments from the supplier to the distribution center, to ensure compliance to the Core Carrier Program. Use of non- core carriers creates inefficiencies within HD Supply’s supply chain, and may give rise to remedies designed to recover cost increases incurred by HD Supply in processing non-core carrier shipments.

11.3) Routing/Shipping Instructions

All details with respect to the current HD Supply Core Carrier Routing Guide can be found in the Shipping Instructions and Compliance Document found in the Resources Section of the Supplier Portal <http://supplier.hdsupply.com>.

12.1) Invoicing/ Payment Policy

HD Supply pays from invoice only. Many manufacturers date their invoices on or before the shipping date of ordered goods. Due to the time in transit to our locations, it is possible to have an invoice due before the order is received. Therefore, since both the supplier's invoice and HD Supply's receiving information are needed to process payment, our payment policy is based on either receipt of goods. If this procedure differs from your normal policy, it is your responsibility to inform your Accounts Receivable Department so we can avoid payment discrepancies.

Submit one purchase order per invoice. Payment is made per the terms stated in the Supplier Agreement. Multiple "Pay To" addresses can affect our Accounts Payable system. Therefore, it is preferable that the supplier supply HD Supply with one "pay to address" on all invoices.

Suppliers should be invoicing at the time of shipment, and invoices should not be backdated. In addition, the product must be received at HD Supply's distribution centers in order to facilitate payment. HD Supply will issue the appropriate payment based on agreed upon payment term due date during the next payment cycle.

Note: HD Supply schedules Invoice Payments twice weekly, occurring on Tuesday and Thursday.

12.1.1) Discounts

All extraneous charges and credits (i.e. freight charges, taxes, fees, discounts, etc.) must be listed as separate line items on the bottom of the invoice after the merchandise amount is subtotaled. The merchandise amount plus or minus extraneous charges and credits should be summed to an invoice net amount.

12.2) Invoice Payables

In order to pay you promptly, HD Supply requires purchase order numbers, unique invoice numbers, Vendor reference numbers, and HD Supply part numbers appearing in the same sequence as the original purchase order on all shipping and invoicing documents. Please ensure that you are invoicing per the PO unit price. Any deviations or differences should be raised to your respective merchandising partner prior to shipping and billing.

All invoices must be sent via your integrated connection with HD Supply.

'Legacy HD PRO' suppliers require all domestic merchandise suppliers to submit invoices electronically. Electronic invoices must be submitted via EDI or email to Pro.InvoiceIntake@hdsupply.com. Invoices are not accepted via fax or snail mail.

Note: *The Pro.InvoiceIntake@hdsupply.com email address is for invoice submission only, not AP inquiries.

12.2.1) Specifications for Invoicing

In order to pay you promptly, we require all shipping and invoicing documents (including attachments) to be written in English. Additionally, we require the following information on all shipping and invoicing documents:

- Accounts Payable Supplier Number
- Purchase Order Number
- Remittance/ Payment Information

- Department Number
- The “ship to” HD Supply Distribution Center Number
- Payment and shipment terms
- Ship date
- The proper address and location number where the goods are to be shipped
- Purchase price of each item in the currency of settlement
- State values accurately, including correct negotiated unit costs, extended costs, exact quantities shipped, and any Discounts totaled and shown as a separate line-item assists provided to HD Supply at free or reduced cost
- Part numbers must appear in the same sequence as in the original Purchase Order on all shipping and invoice documents
- Not be a pro-forma invoice

Note: Consolidated invoices will not be accepted

12.2.2) Invoice Example

Remit To: Your Company Name
 Your City, State, Zip Code
 Your Address

Invoice #	Invoice Date
058041	12/22/02

Bill To: HD Supply Facilities Maintenance Corp

Ship To: HD Supply Facilities Maintenance – Kent #9 PO Box 509061 18612 80th Court South San Diego, CA 92150-9061 Kent, WA 98032

Sales Order Number	Reference Number	PO Date	PO Number	Ship Date Ship Via	Freight Bill Number	Freight
						Terms
41796	701742	12/15/02	1735483	12/22/02 Yellow	251873245	Prepaid
FOB Point	Payment Terms					
Destination	2% 30 Days Net 31					
	(Payment terms/cash discount is separate from trade discount)					

Vendor Pt #	MW Pt #	Description	UPC	Qty Ordered	Qty Shipped	# of	Unit Cost	Ext Cost
					<u>Ctns</u>			
BB123	542975	35 X 48 Mini Blinds-Ivory	452789442	10	10	2	\$2.00	\$20.00
AC123	542976	22 X 48 Mini Blinds-White	452789443	10	10	2	\$2.00	\$20.00
					Total Quantity Shipped			20
					Total Cartons			4
					Merchandise Total			\$40.00
					Trade Discount (5%)			<2.00>
					Freight Allowance			
					Special Discount			
					Defective Allow			
					Total Invoice Amount			\$38.00

12.3) Merchandising Reports Available to Suppliers

Upon request, you may be able to receive additional reports which can be used for accuracy and forecasting verification. These reports can be obtained at a set cadence, based on an agreement with our team. Please reach out to your respective merchandising partner for more information.

12.4) New Distribution Center Order Policy and Terms

HD Supply defines a new distribution center order as any order placed to support a new distribution center. The discount is applied based on the agreed upon terms and conditions in the Supplier Buying Agreement.

We ask all Suppliers for new distribution center discounts that are applied “over and above” the allowances, payment terms, discounts, and terms agreed upon for existing distribution centers and markets. The total new distribution center opening order discount percent is added to all other discounts and is applied to the total amount ordered regardless of completeness of shipment. If the new distribution center order does not arrive before the grand opening of the new distribution center, the discount will be applied when the order arrives at the distribution center.

New distribution center orders must be shipped complete and must arrive on the date stated on the purchase order. Contact the Merchant before the scheduled date of shipment if you are unable to meet these requirements.

12.5) Package Detail Requirements

When submitting a package of reconciling items to HD Supply, use these guidelines to determine what documentation and information to include with the package.

12.5.1) Package Item Documentation Required

Monthly Reconciliation Worksheet – Supplier Invoice Number/Debit Memo Debit Issues

- Number/Credit Memo Number
- Invoice Date
- HD Supply RTV Number/Key Rec Number Dollar Amount
- Comments

12.6) Receiving/Payment Based on Tender Type

It is HD Supply's policy to receive merchandise as stated on the bill of lading/delivery receipt (pieces, cartons, racks, bundles, or pallets). The bill of lading must detail multiple tender types. If HD Supply is tendered cartons and signs the carrier's delivery receipt as the stated number of cartons received, any piece shortages will be charged back to the supplier as concealed.

If HD Supply is tendered pallets and signs the carrier's delivery receipt as the stated number of pallets received, any piece or carton shortages will be charged back to the supplier as concealed. Boxes shipped via small parcel delivery are treated as carton tendered.

12.6.1) Shortage Discrepancies

Supplemental documentation supporting pieces tendered such as packing list, bill of lading, pick ticket, etc., showing the carton count and repacks, may be requested.

Note: If the FOB point is destination, it is the supplier's responsibility to file the claim with the carrier. HD Supply file claims on origin shipments only.

Note: Disputed items must not be submitted for shortages considered concealed as defined in Receiving/Payment Based on Tender Type.

12.6.2) Shipping Errors

It is the HD Supply's policy to not pay for supplier shipping errors resulting in duplicate shipments, shipments of quantities greater than ordered, and mis-shipments.

12.6.3) Purchase Order Accuracy

Purchase orders should be reviewed for accuracy in vendor, cost, freight terms, unit of measure, etc., prior to shipment. If a discrepancy occurs, suppliers must contact your merchant to obtain a corrected copy prior to shipping or invoicing. Successful fulfillment of a purchase order constitutes acceptance of all terms thereof.

12.6.4) Pricing Discrepancies

To eliminate any price variances, resolve cost discrepancies prior to fulfilling the PO. Lack of verification of cost changes could result in pricing chargebacks and/or delays in payment.

12.6.5) Freight

Freight will be charged back if the terms of the purchase order are prepaid or collect, and freight charges are billed on the invoice. Ensure the terms of the purchase order and the SBA are reviewed prior to submitting a dispute.

12.6.6) Pallet Charges

If you charge for pallets, the price and details must be negotiated with the Merchant. If pallet charges have been negotiated, they must be listed on your invoice as a separate summary line item. Our distribution centers return pallets back to you at the time of the next shipment and create an RTV for the pallet credit.

Note: Do not net the pallet credits against the pallet charges.

12.6.7) Trade Discount

The negotiated trade discount is deducted from the total merchandise order, and must not be netted in the cost of each item.

Note: All trade, new distribution center, and miscellaneous discounts are combined and deducted from the gross amount of merchandise invoiced.

12.7) Returned Goods

The returned goods policy determines how our distribution centers handle merchandise that is defective, determined to be a supplier defect or error, or at the convenience of HD Supply if previously agreed upon. This policy will be negotiated with HD Supply's Merchant within your agreed upon Supplier Buying Agreement (SBA).

If our agreement is to return defective or incorrectly shipped merchandise, you will be responsible for both the gross cost of merchandise and all freight charges. Please note that collect and prepaid & add are the only return freight options available to you. We encourage you to select collect so that you are in control of your freight costs on returned merchandise.

By accepting a purchase order, you acknowledge that some product defects cannot be detected until the product is installed by a customer or by one of HD Supply's authorized installers. Therefore, to satisfy the customer, it may be necessary to pay our installers an extra charge and/or reinstallation fee when such product defects become known. Reimbursements of these fees (billable at cost) are the responsibility of the supplier and are deducted through the Return To Supplier (RTV) process.

The supplier may specify that HD Supply's personnel call the supplier for a Return Goods Authorization (RGA) number before the product can be returned. If this option is chosen, the RGA number should be a sequential number that is tracked in your Accounts Receivable system. Do not use a "generic" name or number in all cases. By using a true sequential tracking number, you will be able to associate a returned shipment with an RTV deduction.

A supplier may require inspection of items to be RTV'd by one of their representatives. If this is a requirement and has been agreed upon in the Supplier Buying Agreement, inspection must be made within seven days of the distribution center request.

12.7.1) Recalls

In the event the Consumer Product Safety Commission, Government of Canada, Health Canada, Regulatory Operations, FDA, USDA, or other US or Canadian federal, state or local agencies issues a Recall order pursuant to any consumer protection law requiring either HD Supply or Supplier to recall, replace, repair or make refunds with respect to all or part of any impacted merchandise. Supplier shall do so at its expense (including without limitation, reimbursements to HD Supply for its "out-of-pocket" expenses) as is determined by HD Supply, and provide for replacement merchandise or re-SKU the item(s), sufficient to satisfy the requirements of the Recall.

Where both parties agree or where either party determines in its reasonable discretion that a Recall is warranted prior to or without regard to any proceeding or determination by the Consumer Product Safety Commission (or other recognized agencies), Supplier shall assume all costs and expenses of such Recall (including reimbursement to HD Supply for its "out-of-pocket" and merchandise handling expenses). Such Recall shall be effectuated in a manner satisfactory to HD Supply, pursuant to specified recall remedy. In any event, Supplier shall accept return of all of HD Supply's inventory involved in any Recall, and Supplier shall refund to HD Supply all monies paid.

In no event shall Supplier treat HD Supply less favorably than any other customer in the event of a Recall or potential Recall. Nothing contained in this paragraph shall prevent HD Supply from taking any actions as may be required, and Supplier shall pay HD Supply all costs and expenses incurred by HD Supply in so doing.

12.8) Remittance Address Changes / Accounts Receivable Correspondence Info. Changes

To make changes to your remittance address or Accounts Receivable information, please contact your respective merchandising partner.

Please include your Company Name, Phone Number, Accounts Payable Supplier Number, and a description of the changes on company letterhead.

12.9) Account Reconciliation: Critical First Steps

The Accounts Payable Department serves as HD Supply's liaison department for account reconciliation.

The account reconciliation process involves three steps: identification, evaluation, and resolution.

- Post payment remittance timely. It is not efficient to follow up on invoices too proactively.
- Review invoice chargebacks. HD Supply Support Services, Inc. and its subsidiaries and affiliates, may take a deduction against a paid invoice. Reasons for the deductions are discrepancies between the invoice and HD Supply's PO, as it relates to price, terms, or conditions, as agreed upon in writing by the Merchant or in the Supplier Buying Agreement.
- Discrepancies between invoiced quantities and HD Supply's received quantities may also result in a chargeback. Procedures for account reconciliation are to be followed for any disputed chargebacks.

12.9.1) Identification

Identify issues timely. It is HD Supply's policy to resolve all open invoices and discrepancies within one year of the supplier's invoice date. Invoices dated older than one year will not be addressed.

Provide a monthly package of open items to Accounts Payable. The package should include the following:

- A complete statement to include unapplied cash, debits, credits, full open invoices, open items, and an aging of open balance
- Open invoice listing
- Debit listing by category
- Required documentation per category

12.9.2) Root Cause Analysis

As you document open issues, determine the root cause of the issue. As disputed items are identified, it is important that suppliers use all available information to identify the root cause of the issue. Timely identification of the root cause is required to ensure optimal efficiency and effectiveness in the ongoing payment process and the supplier's receivable process. If your company is finding itself frequently contacting the AP department to dispute payment issues, please spend time to track trends and identify root causes. The AP department is happy to partner with suppliers to help rectify reoccurring issues.

Review all SBA Change Forms, and other merchandising agreements, for contractual deductions with your Sales Department.

Once the disputed item(s) has been identified and root cause analysis performed, steps towards resolving the issue must be taken. Repayments for issues identified as supplier error will not be addressed until the root cause has been corrected.

Notify your HD Supply Accounts Payable contact. They will assist you in correcting the cause.

12.9.3) Dispute Resolution & Timeframe

Once the package is received by Accounts Payable, a review of the package will be made, and a decision will be made to either pay or deny each item. The reconciliation forms provide an area for response to the supplier on each item. (A legend is located at the bottom of the form to explain the standard verbiage.) Once the package is completed, the forms with the notes and necessary supporting documentation are returned to the supplier.

Please allow approximately 10 business days for disputed items to be resolved. If additional time is needed to research your request that will extend beyond 10 business days, you will be provided with an ETA date for resolution. Any deviation from the dispute procedures will result in delays in processing time and/or denial of payment. If the documentation provided is inconclusive to support payment, HD Supply may deny payment and/or request additional supporting documentation.

Note: HD Supply is committed to paying all supplier invoices timely and accurately, within stated terms. In the event that an invoice is not paid or is paid for an amount different than the supplier expected, we also expect our suppliers to identify and submit all reconciling items timely. It is HD Supply's policy to only address reconciliation items that are within 12 months of shipping, invoice or deduction date, whichever is later. Issues submitted older than 12 months will not be addressed.

12.9.4) Timely Submittal of Disputes

It is HD Supply's policy to resolve all open invoices and discrepancies within twelve months for FOB destinations shipments and seven months for FOB origin shipments. Timely identification of disputed items is required and strictly enforced to ensure optimal efficiency and effectiveness in the account reconciliation process. HD SUPPLY' will only address disputed items that are submitted within the 12-month timeframe.

For 'Legacy HD Pro' Purchase Orders, any disputes for short payments must be initiated (documented) through the following HD Pro AP Portal link: <https://my.directcommerce.com/Login.jsp>

Note: The timeline for submitting reconciling items is based on shipping, invoice, or deduction date, whichever is later.

12.10) Contact Us

12.10.1) For 'Legacy HD Supply' Inquires:

- Supplier questions and inquiries should be directed to: FMAccountsPayable@hdsupply.com
- Supplier Statement submissions should be directed to: FMAPStatement@hdsupply.com

Questions and inquiries will feed into our case management system. An immediate response with your case number will be provided for reference and tracking purposes.

Note: This case number should be used for any replies and follow ups. Our SLA is ~5-7 business days.

12.10.2) For 'Legacy HD Pro' Inquires:

- Supplier questions and inquiries should be raised via the 'Contact Us' feature within our AP Supplier Portal (AP Portal).
- Status updates and responses will be automatically emailed to the users, as well as reflected in the AP Supplier Portal.
- Contact hdpro_payments@hdsupply.com for more information.

Note: 'Legacy HD Pro' Suppliers have the ability to reconcile their Statements, Open Items, and Paid Invoices using the AP Supplier Portal as well.

13.1) Advertising and Marketing

HD Supply utilizes a wide variety of media such as direct mail catalogs, tabs, and magazines to reach our customers. Creative and exciting advertising and marketing programs increase orders, brand awareness, and sales.

Advertising and marketing funds are initially negotiated with the Merchant at the time of determining the cost of goods.

Many of our largest advertising suppliers attend an annual supplier planning meeting each fall with HD Supply's Merchandising and Marketing team to outline mutual growth strategies for the coming year. If your product would benefit from an advertising program, discuss this with your Merchant.

13.2) Product Information

HD Supply's Use of Collected Product Information

The product information is used for Internet merchandising, advertising print and broadcast pieces, product knowledge training, special order systems, and other business needs.

Below is some of the required information to be collected and maintained:

- Packaging dimensions
- Color photos of products
- Installation instructions
- Supplier logos
- Product features
- Product specification sheets
- Advertising/marketing copy
- Warranty information
- UNSPSC

This program requires a partnership between suppliers and HD Supply. Our ability to better communicate information about your products to our customers will be more rewarding for everyone. To ensure the success of loading product data into our systems, you will need to assign an individual in your company to manage the process of gathering this data. This information must be provided on an HD Supply ID Request Form located in the User Guide.

13.3) Recommended Image and Information Format

13.3.1) Hardware and Software Capabilities

When you exchange electronic Advertising and Marketing information with HD Supply, all information must be provided via **PDF file**.

13.3.2) Format & File Types

Acceptable formats include:

- **Logos:** EPS Vector Format
- **Product Images:** TIFF Format

13.4) Artwork Submission Guidelines (Product Photography)

Size: Minimum requirement is 300ppi

Color: For Printed materials, CMYK – 300ppi/dpi is required. For Digital materials, RGB – 72ppi/dpi is preferred.

13.4.1) File naming conventions:

Product files must be easily identifiable. Either the file name must include the HD Supply part number, or the Vendor part number.

- Ex) 'HD12345_ProductImage_FrontView.tif

13.4.2) Clipping:

Each item must have a clipping path around it. If you are creating your path with anything but the pen tool, chances are it will not be satisfactory. See below for clipping path guidelines and examples.

YES - this path is following the outline of the object.



NO - this path is too loose. It is cutting off corners and going outside the lines.



NO - this path has too many points. It will look jagged on the page and make the file size larger.



Subject Requirements: Any objects in the photo not directly related to the product (such as items on shelves) must not have trademarked, registered or logo information visible.

13.5) Additional Photography Images

Most products need to be photographed at an isometric 30-degree angle (see example below).

Isometric View 30° Angles



Orthographic View



13.5.1) Application / Lifestyle Photography

Minimum size is 8 x 10" at 300ppi, Portrait or Landscape view. If you have both, that is preferred.

All other requirements are the same as regular product photography, except they do not need clipping paths, and product can be shot at any angle.

13.5.2) Logos

Must be vector art (outlines)

Color: Print = CMYK – 300dpi/ppi. Digital = RGB – 72dpi/ppi.

If you have a greyscale version, please send that in addition to the CMYK version.

File Type: Format - AI (Adobe Illustrator). If you are emailing the logo, please send it as an Illustrator EPS. Text must be converted to outlines.

Note: If you have any questions or issues, contact our imaging group: DigitalAssets@hdsupply.com

13.6) Digital Asset Standards

13.6.1) Main Product Image

Angle	Image Contents	Background	Min Size	Min Res	Color Mode	File Format	Clipping Path
Prefer All 3 ➤ Front ➤ Left-Facing ➤ Right-Facing	Product Only ➤ No packaging ➤ No accessories ➤ No embedded text ➤ No illustrations or drawings ➤ Entire Product In-frame ➤ Well lit & In focus	➤ White, Product should fill min. 85% of background ➤ No drop shadows	1000 x 1000	72 dpi	CMYK or RGB	TIF, TIFF, JPEG, JPG, PNG	None Required

13.6.2) Additional Images

- Must contain product related content. May use embedded text if it supports the image
- Assets which are primarily text must be submitted as PDF and will display in Resources tab ONLY on Web
- May not contain products displaying “Other Brands”

Image Type	Minimum Size	Min Resolution	Color Mode	File Format	Clipping Path
Preferred Alternate views: Top, Back, Bottom, In-Use, Lifestyle, Close-up for detail, Accessories, In Packaging	1000 x 1000	72 dpi	CMYK or RGB	TIF, TIFF, JPEG, JPG, PNG	None Required

13.6.3) Videos

- All videos must be in MP4 format. As we are not currently able to support 360° imagery, feel free to submit videos demonstrating your product from all views
- Type of Video examples – Product Review, Marketing, Installation, Assembly, Demo
- All Videos will appear in the Image Carousel on the Web Product Page
- Additionally, all Videos and PDF's will appear in the Resources tab on the Product Page

13.6.4) Informational Assets

All Information and Guides should be in PDF format

- Type of Content examples - Installation guide, Warranty, Specifications, MSDS, Use and Care Manual

13.6.5) Supplier Product Data Hub Upload Tips

- A Main Product Image with a ‘MainProductImage’ asset type assigned, is required for every SKU
- An asset type must be assigned to EVERY asset on EVERY SKU
- Each asset type can only be used one time, per SKU. Each asset should have a different asset type.
- Filename – DO NOT INCLUDE special characters, Copyright or Registered Trademark Symbols

Note: If you have any questions or problems, please contact our imaging group: DigitalAssets@hdsupply.com

13.7) CGI Services for Product Images and Videos

If your company is unable to provide high-quality images or videos of your products, HD Supply offers Computer-Generated Imagery (CGI) services as an alternative. CGI can be used to create professional-grade images and videos that meet our quality standards.

How to Request CGI Services:

- **Contact Your Merchant:** Discuss your need for CGI services with your assigned Merchant. They will guide you through the process of requesting these services.
- **Submission Requirements:** Provide any existing product information, dimensions, and other relevant details to ensure accurate CGI representation.
- **Approval Process:** All CGI requests must be approved by HD Supply before production begins.
- **Costs:** Please note that there may be associated costs for CGI services. These will be outlined and agreed upon before the start of any project.

13.8) Product Image – Legal Compliance

- Ensure that all submitted assets comply with copyright and trademark regulations, as HD Supply will not be held liable for infringements.

14.1) Consumer Literature

If you have consumer literature relating to the products you sell, please provide it to the Merchant. The Merchant will determine if the literature is appropriate for HD Supply associates. Marketing must verify that all brand guidelines are met prior to any customer facing literature being shared with the field. After Merchandising approves, marketing must then verify all brand guidelines are met.

If the literature is determined to be appropriate, please make it available for our call center and sales force. All literature should be regularly restocked by the supplier representatives or service groups. All consumer literature requires HD Supply identification to be printed on it before it is used at HD Supply .

14.2) Activities/Services

At HD Supply, we recognize the cost associated with supplier service. We also recognize that some product lines require more service than others depending on the type of product and level of training necessary. To achieve our goal of bringing our customers the best products at the lowest prices, we work closely with our suppliers to ensure that neither HD Supply nor our suppliers incur unnecessary costs.

We ask that you negotiate the level of service you will provide to HD Supply Facilities Maintenance with your Merchant. Supplier service includes product knowledge classes, reviewing displays, and updating consumer literature as required.

14.3) Product Knowledge Training

The basic element in selling the right product to any customer is having our associates trained in Product Knowledge (PK).

In training our associates, we focus on:

- Benefits, features, and application of the product(s) described in detail
- Related items the customer will need to complete the project
- Warranty status of the product(s)
- Use of the Special-Order programs
- Installed sales

We hold periodic training classes for our associates. Your product knowledge plays a critical role in training the associates who service our customers.

Note: Please work with your respective merchandising partner to discuss training opportunities

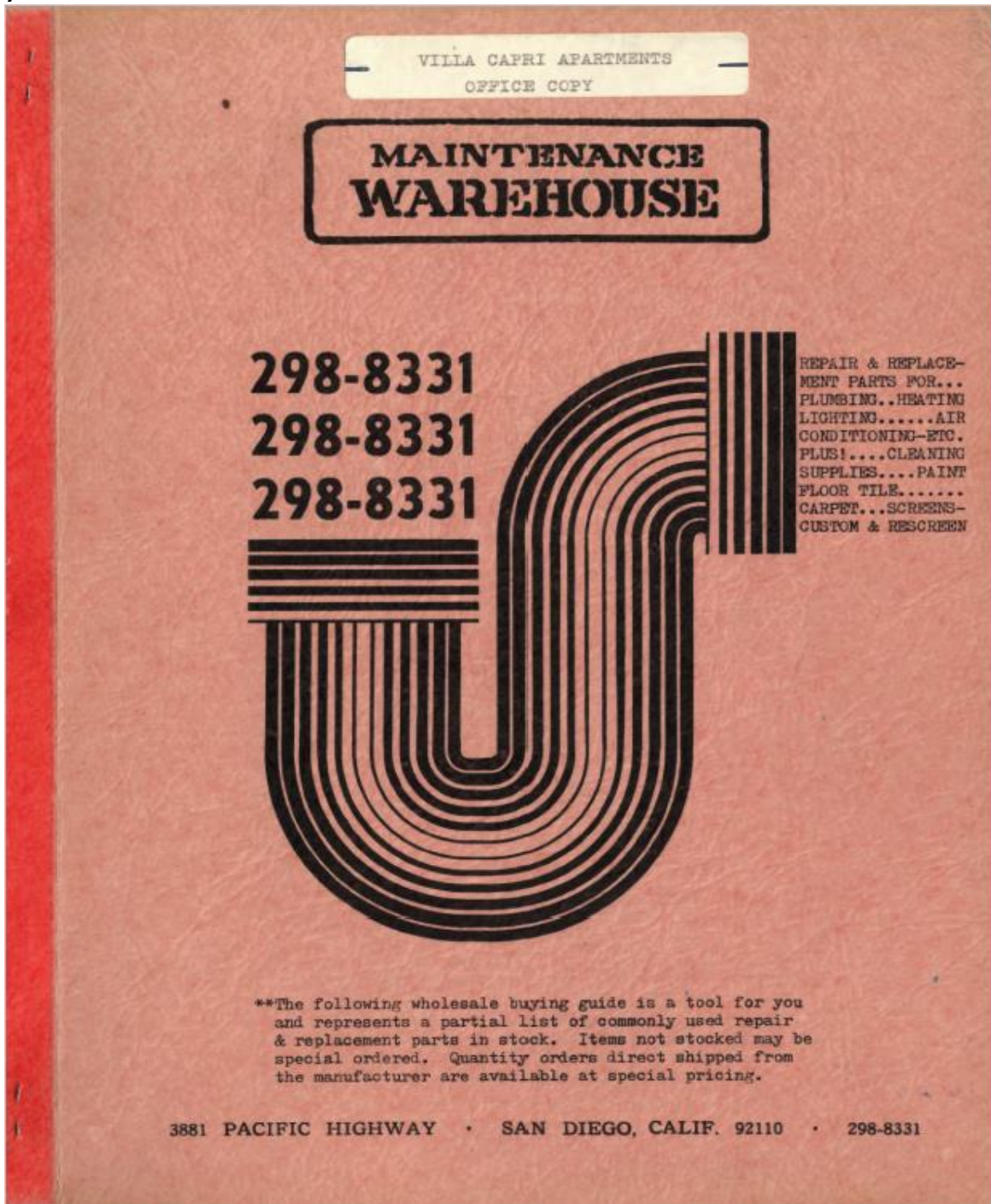
APPENDIX

15.1) HD Supply, 50th Anniversary Catalogs

In 2024, HD Supply celebrated its 50th anniversary – an incredible milestone and statement to our longstanding commitment to our customers.

Take a journey back in time with us for a moment, and enjoy a few examples of HD Supply catalog covers through the decades.

15.1.1) 1st Edition – 1974



15.1.2) Additional Catalog Covers Throughout the Years

