

**RAINBOW APPAREL
DISTRIBUTION CENTER CORP.
THE NEW 5-7-9 AND BEYOND, INC.**

**Transportation Routing
and
Vendor Compliance Guide**

REVISED- 7-1-22

**1000 PENNSYLVANIA AVENUE
BROOKLYN, NY 11207**

TEL (718) 485-3000

FAX (718) 485-5653

e-mail: appointmentoffice@rainbow.us

Introduction:

This document contains the Rainbow Apparel Distribution Center Corp., The New 5-7-9 And Beyond, Inc. and Marianne (hereafter collectively called “Rainbow”) Transportation Routing and Vendor Compliance Guide (hereinafter sometimes referred to as the “Routing Guide”). This Guide is incorporated into the Purchase Order Terms and Conditions.

These instructions are effective immediately and supersede all previously issued shipping guidelines. It is extremely important for you to review the Guide, as it provides critical shipping and transportation instructions.

This Transportation Routing and Vendor Compliance Guide is now available on our websites: www.579.com, www.rainbowshops.com and www.mariannestores.com. To access the document, click on the “Vendors” tab at the bottom of the webpage.

If you have any questions concerning these instructions, please contact Susan Eisemann at Rainbow’s Transportation Department, 1000 Pennsylvania Ave, Brooklyn, NY 11207, telephone (718) 485-3000 extension 4458.

IMPORTANT:

FAILURE TO FOLLOW THESE INSTRUCTIONS WILL RESULT IN A REFUSAL OF DELIVERY OR CHARGE- BACK TO YOUR COMPANY.

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COMPLIANCE WITH PURCHASE ORDER

All shipments must be in compliance with ALL the terms of the Purchase Order and the terms in this Transportation Routing and Vendor Compliance Guide. In the event of any conflict between the terms and conditions of this Routing Guide and any Purchase Order, the terms and conditions of the Purchase Order shall be controlling and prevail.

As examples only:

Quantity, Style, Size and Color

All shipments MUST be in compliance with the quantities, color, and styles on the Purchase Order unless otherwise agreed to in writing with the Rainbow Buyer.

Bundling, Pre-Ticketing, Hanging, Sorting

All shipments MUST be in total compliance with the terms of the Purchase Order and this Routing Guide concerning the bundling, pre-ticketing, hanging, and sorting of merchandise (see pages 5, 6, 7, 8, 9, 10, 12, 13)

Do not ship less than bundle quantities stated on the Purchase Order.

All Apparel Merchandise Packing:

- All pieces of merchandise must be wrapped or placed in poly bags. If not, the vendor will be subjected to a charge-back. This applies to wearing apparel only.

PRE-TICKETING

Vendors must follow pre-ticketing directions as indicated on the Purchase Order.

FineLine Technologies will produce tickets and ship them to you from their website. The FineLine Technologies program will insure you receive your tickets in a timely manner.

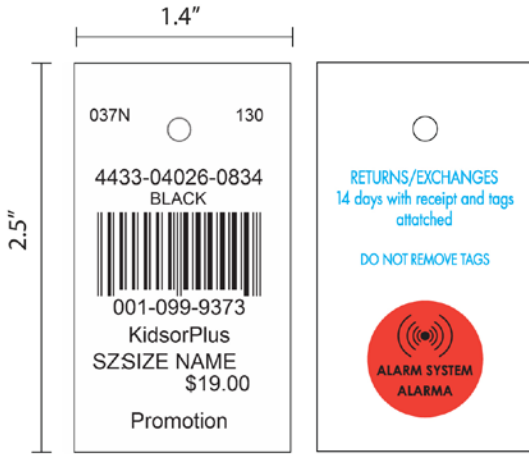
It is recommended using FineLine Technologies. Any vendor produced tickets will result in a charge back if not scannable or if inaccurate.

Getting Started:

1. Email support@finelinetech.com to request your web username(s) and password(s).
Please include the following in your request:
 - i. Rainbow Apparel Vendor Number
 - ii. Company name
 - iii. List of users including name, email address, and desired password for each user.
2. FineLine Technologies will send you an email once your account has been activated. Once you receive this confirmation, log onto the website at <https://www.finelineglobal.com/fasttrak>.
 - i. Choose “Profile” from the tabs listed at the top of the page
 - ii. If addresses are already listed for your company, modify or add any additional information if necessary
 - iii. If no shipping address is listed, add at least one address for shipping and billing purposes
3. Account set-up is now complete. Proceed to the “order” tab to place an order, or exit the system using the “logout” tab.
4. All ticket orders will be processed and shipped to you (via the carrier and shipping method of your choice) within a 48-hour period.

If you need assistance, please email at support@finelinetech.com or call at 800-500-8687.

Fineline/Rainbow Ticket Types and Formats



T
Rainbow HT



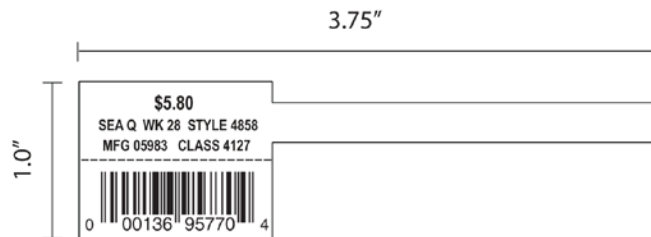
A
Rainbow ACC Label



ALARM LBL



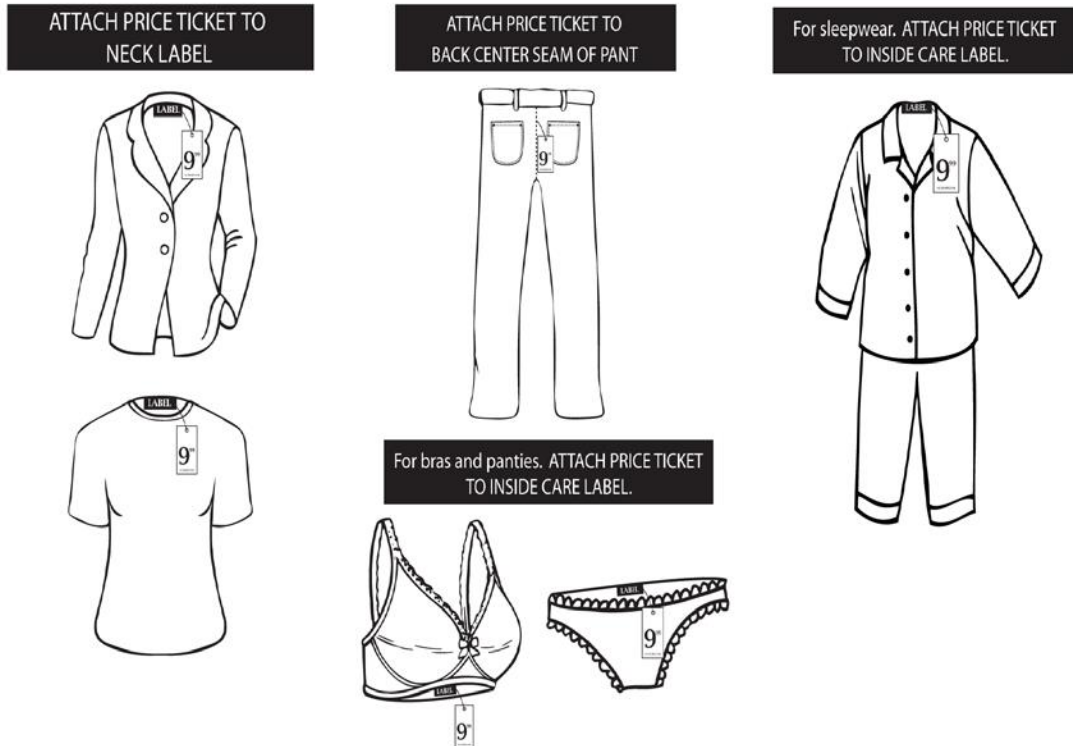
L
Rainbow Label



R
Rainbow Rattail

Ticketing of Apparel Merchandise

**ATTACH PRICE TICKET TO NECK LABEL FOR TOPS AND DRESSES
AND BACK CENTER SEAM FOR BOTTOMS.**



- Rainbow expects all merchandise to be pre-ticketed unless noted otherwise on the Purchase Order. (See **Pre-ticketing** section (page 5) for FineLine Technologies to order correct price tickets.)

Note: Any merchandise received that should be, but is not, pre-ticketed by the vendor will be charged back per garment. Charge-backs will increase per repeated violation.

Ticketing of Footwear Merchandise

RAINBOW APPAREL TICKETING INSTRUCTIONS

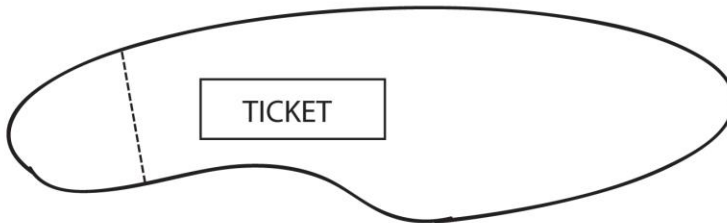
FOOTWEAR DEPARTMENT

EACH PAIR OF SHOES REQUIRES TWO (2) GUM LABEL RAINBOW TICKETS ATTACHED AS FOLLOWS:

A) ONE TICKET IS TO BE AFFIXED TO THE LOWER LEFT HAND CORNER OF THE BOX END. PLEASE MAKE CERTAIN THE BOX LID DOES NOT COVER THE TICKET.



B) THE SECOND TICKET IS TO BE AFFIXED TO THE BOTTOM SHANK PORTION OF THE RIGHT SHOE.



EVERY COLOR/MATERIAL HAS A SEPARATE SKU NUMBER. THE ONLY EXCEPTION TO THIS IS WHEN COLORS ARE PACKED IN A FUNPACK. IN THIS CASE ALL COLORS IN A FUNPACK HAVE THE SAME SKU NUMBER.

AN EXPLANATION WITH THE TICKETS DENOTING THE VENDOR STYLE NAME OR NUMBER WILL BE SENT TO YOU, AS WELL AS THE RAINBOW STYLE NUMBER AND SKU NUMBER FOR EACH COLOR.

Ticketing of Accessories, Bags, Sunglasses and Jewelry

Any questions regarding the ticket placement for accessories, bags, sunglasses and jewelry should be addressed with the buyer.

Jewelry Cards

Rainbow recommends the use of the following firm for the production and use of the jewelry cards that accompany all jewelry:

Real Packaging Co., Ltd.

Xizhaizitou Industrial Park, Xiazhuang, Chengyang, Qingdao,
China

Post Code: 266107

Tel: 86-532-68951686-8025

Email: business01@realpkg.com; simon@realpkg.com

PACKING REQUIREMENTS

PACKING OF GARMENTS

Hanging Garments

All hanging garments must be shipped on the specified black hangers purchased from Ace, Inc. To purchase the appropriate hangers call Ace, Inc. at 718-837-5400 and ask for Ronnie. Please inform them you are ordering for Rainbow.

Note: Vendor will be charged back per garment if merchandise is not hung on proper hangers, excluding West Coast vendors.

Specified black hangers by garment:

<u>Style#</u>	<u>Description of hangers</u>	<u>Used for</u>
1004PBR	8" bottom hanger	Kids Bottoms
1000PBR	10" bottom hanger	Jrs Bottoms
1003PBR	12" bottom hanger	Plus Size Bottoms
5075SBR	12" top hanger	Kids Tops
0485 PBR	15" top hanger	Girls 7-16
0485 PBR	15" top hanger	Boys 8-20
0771PBx001 or 0484	17" top hanger	Jrs/ Plus Tops

GARMENTS ON HANGERS (GOH) INSTRUCTIONS **(NY and NJ Vendors only)**

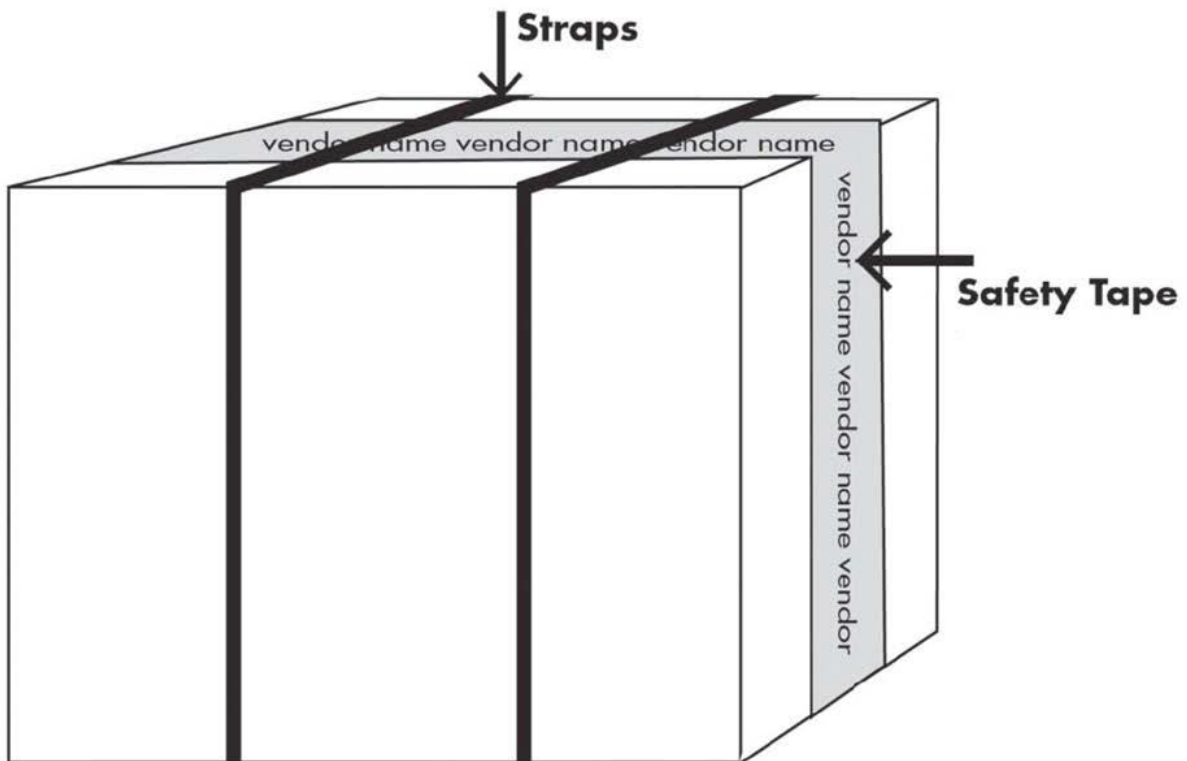
- See the “**GOH Vendor Style Identification Sheet**” (see page 27). This sheet must be filled out with all information and attached to the first garment of each style/color when it is unloaded at Rainbow’s receiving dock.

If the **GOH Vendor Style Identification Sheet** is not provided, a charge-back will be issued.

- Do not ship less than the bundle quantity stated on the Purchase Order. All less than bundle quantities will incur a charge-back.
- Do not send multiple faxes or e-mails of the same information; this will be subject to a charge-back.
- Do not call appointment desk, this will be subject to a charge-back. (For information on appointments, see pages 21, 22, 23, 24)

Merchandise must be packed to conform to the National Motor Freight Classification (NMFC). Improper packing will be deducted from the payment. Each carton must be marked as stated in this Guide (see pages 12 -19).

To prevent shortages due to cartons being opened and re-taped while in transit to our warehouse, all vendors are required to seal their cartons with appropriate strength tape and/or straps (no metal straps).



PACKING OF SHOES:

- The “Ship to” section of the Purchase Order must be followed in order to deliver to the correct facility.
- Cartons must be appropriate size to fit shoes for safe transport.
- Cartons must be correct test weight to travel without damage to product. Proper packaging tape must be used to adhere to carton from origin to destination without coming loose.
- Plastic straps, not metal, should be used when needed.
- Cartons should be marked with the following information clearly, all characters should be at least 1/2” in height:
 - Purchase Order Number
 - Style Number
 - Full Color Name (e.g., Black Patent Leather, Black PU, etc.)
 - Size Scale, for example “A”, “B”, “C”, etc. should be 2” in height, along with the actual size run located in the top right hand corner of the short end of the carton.
 - Size scale grid
 - Quantity:
Carton lot number, for example 1 of 250, 2 of 250, etc. The lot number should be done on the style level not the entire Purchase Order.

The above items should be marked on two opposite sides of the short end of each carton except where noted otherwise.

- Carton dimensions
- Carton weight both net and gross.
- Country of Origin
- From: Vendor name and address

TO:

Rainbow, at the shipping address as per Purchase Order

The above items should be marked on two opposite sides of the carton, alternate sides from the first group of information.

Import containers should be loaded in the following manner:

- Purchase Order to style /color by size scale.
- From right side to left side
- From floor to ceiling.

ADDITIONAL PACKING REQUIREMENTS

The following is a list of additional rules that vendors are required to follow when shipping to Rainbow.

Pre-pack cartons

- A pre-pack carton should weigh a minimum of 10 lbs.
- A pre-pack carton should measure 10" x 8" x 4" or greater.
- A pre-pack carton should weigh no more than 40 lbs.
- Denim should be packed in pre-packs of 12 pieces. Less than 12 pieces with a weight less than 10 lbs. per carton will incur a charge-back.
- Accessories or other specific items (such as handbags) weighing less than 10lbs. but in a carton larger than 30"x 30" x 20", should be packed as a pre-pack.
- A prepack 24 pieces or more which equals a bundle quantity but is less than 10 lbs. is acceptable and no charge-back will be incurred.

Master cartons

- If cartons weigh less than 10lbs., the merchandise should be packed in master cartons- with the exception of accessory items.
- A master carton is a carton with multiple bundles.
- Master cartons should be properly labeled using the instructions in the Routing Guide (see page 14).
- The bundles should be wrapped in plastic, without individual cartons inside the master carton. Only cartons with breakable items, such as sunglasses, may be shipped within larger cartons. Any other inner cartons will be subject to a charge-back.
Note: In these special circumstances, these breakable items should be packed in cartons within the master cartons:
 - Should not exceed 30" x 30" x 20"
 - Should weigh no more than 40lbs.
- All master cartons should be at or near the 40 lbs. weight limit. For example: If you ship 100 cartons weighing 20 lbs. with 24 pieces per carton, you should have shipped 50 cartons of 48 pieces per carton weighing 40 lbs each. If you ship incorrectly, a charge-back will be assessed.

- Quantities per carton must be consistent with only one carton having a different quantity to complete the order. If this is not followed, then a charge-back will be issued.

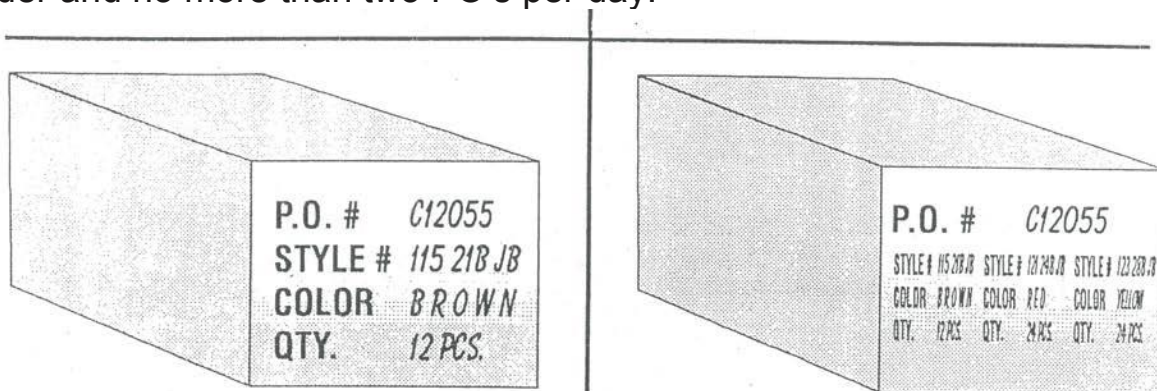
INSTRUCTIONS FOR SHIPPING MERCHANDISE

Except as otherwise set forth for shoes at page 12 of this Routing Guide, cartons must be clearly marked with a label containing the following information:

- From (Vendor name and address)
- To Rainbow, at the shipping address as per the Purchase Order
- Purchase Order number
- Vendor style as noted on the P.O #
- Rainbow 10 digit SKU # per style
- Separate style per carton. Quantity per carton, by color where applicable.
- Size scale
- Weight

- All letters and numbers should be at least 1.5" high unless carton is too small to accommodate.
- Place label on the short end of each carton.

Parcel Carrier shipments are limited to 10 cartons or less per Purchase Order and no more than two PO's per day.



- Only clear plastic can be used to wrap garments
- Cartons must be palletized and shrink-wrapped by PO Number, style and color, except that all shoe vendors must palletize and clear shrink-wrap by PO Number, style, color and size run
- Packing list must accompany merchandise and a copy should be attached to the bill of lading.

PALLETIZING

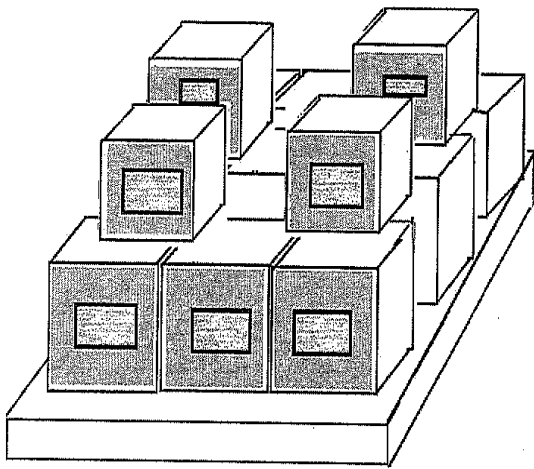
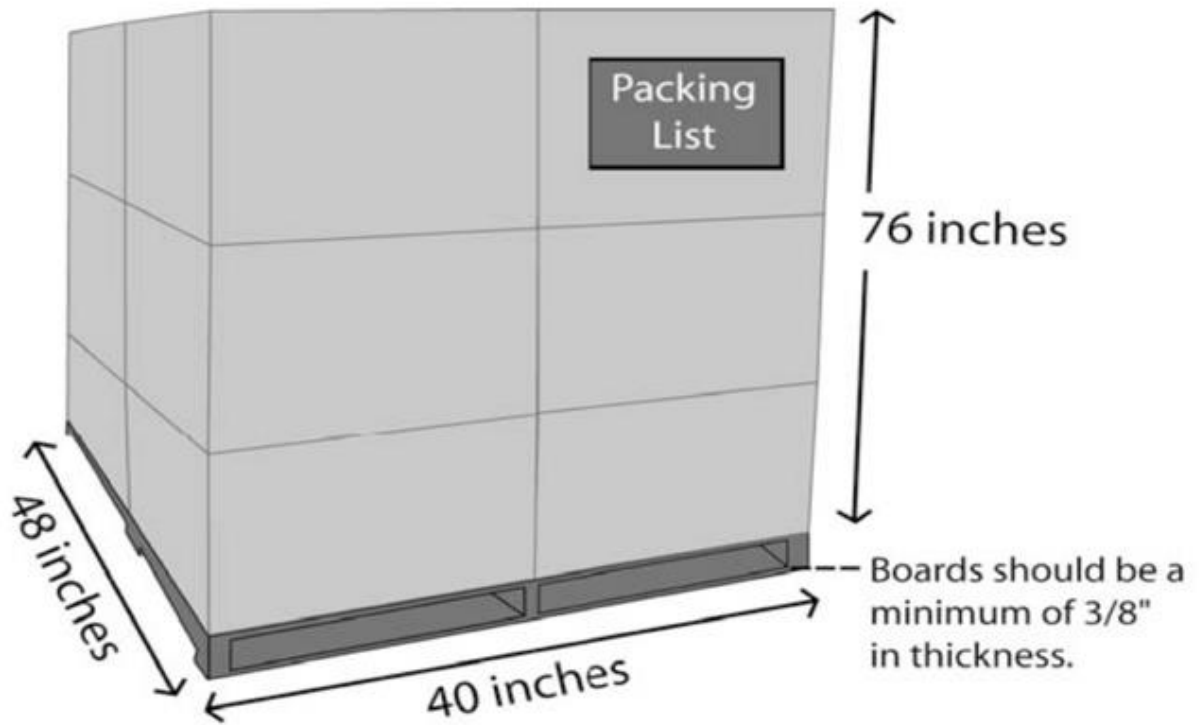
Rainbow requires all vendors to palletize all shipments prior to arrival at the "Ship To" location designated on the Rainbow Purchase Order.

When palletizing a shipment, follow these instructions:

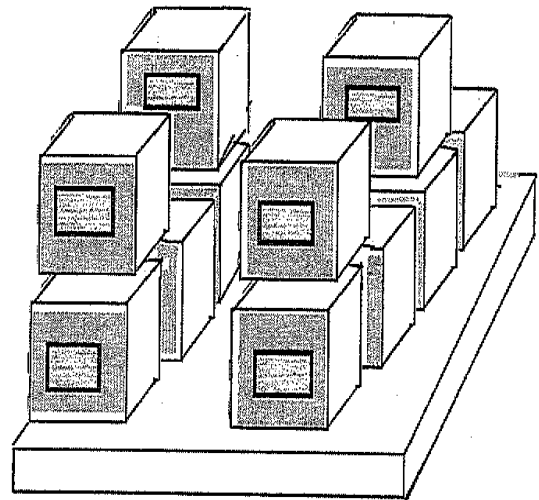
- Pallet size:
 - 40 inches wide by 48 inches long
 - 5 bottom boards (3/8 inches minimum thickness).
- Pallets must be in good condition, not broken, no protruding nails.
- Carton or product must not overhang the pallet in any direction.
- Maximum pallet height may not exceed 76 inches tall
- Maximum pallet weight may not exceed 2000 lbs.
- Maximum number of PO's per pallet is 4 (see page16)
- All pallets must be shrink-wrapped in clear shrink wrap.
- All carton labels must:
 - face outside of pallet
 - be clearly visible
 - be machine printed, no hand written labels or information on the carton.

IMPORTANT:

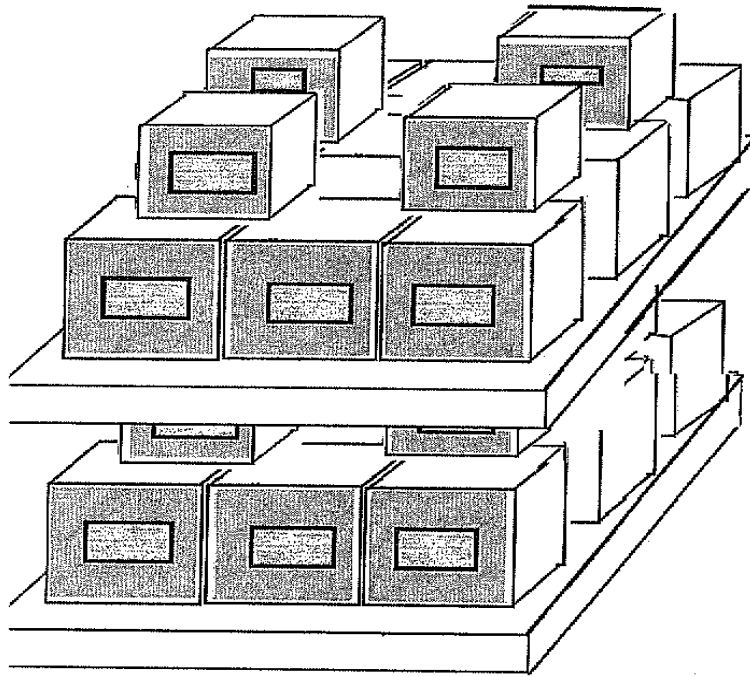
A COPY OF THE PACKING LIST MUST STILL BE ATTACHED TO THE LEAD CARTON. SEE PAGE 19 FOR PACKING LIST INFORMATION.



Anything more than 10 cartons should be on one pallet and shrink-wrapped; labels should be facing out.



For small lots of 10 cartons or less; there should be no more than 4 PO's per pallet. Cartons should be stacked vertically with labels facing out and shrink-wrapped.



Pallets with 10 cartons or more can be stacked one on top of the other and shrink-wrapped so they fit together in the truck.

BILL OF LADING

It is imperative that the following pertinent information be notated on the Bill of Lading.

The Bill of Lading must indicate:

- Your company name and address.
- Rainbow's warehouse address or third party consignee.
- All Rainbow Purchase Order numbers.
- Total weight, per PO number.
- Grand total cartons and weight, per PO number by style.
- For all shipments to Brooklyn, regardless of origin, the Bills of Lading should indicate: "FOB Destination, all Freight Charges Prepaid – Carrier agrees that the vendor is solely liable for all freight charges, and that the consignee is not, notwithstanding the consignee's receipt of the merchandise."
- If shipped to Buena Park, CA, the Bill of Lading should indicate "FOB Destination, Freight Prepaid - Carrier agrees that consignee is not liable for freight charges".
- If shipped to Catano, PR, the Bill of Lading should indicate "FOB Destination, Freight Prepaid - Carrier agrees that consignee is not liable for freight charges".
- **Packing list must be attached to Bills of Lading.**
- Insurance – No value is to be shown on the Bill of Lading.

Two (2) or more shipments being forwarded from your facility to Rainbow on the same day on same truck must be combined and shipped on a single Bill of Lading. However, if multiple trucks are delivering, each truck must have separate Bills of Lading.

Failure to provide proper information, will result in a charge-back or debit against your payment.

Rainbow may refuse any shipment that does not contain all pertinent details recorded on the carrier's delivery freight bill, BOL or any shipment tendered prior to ship date or after cancellation date.

PACKING LIST DETAILS

A copy of the packing list **must** be placed on the lead carton of each Purchase Order. Our distribution center receiving office will **NOT** receive any shipment unless a packing list is found on the lead carton of shipment and a copy of the packing list must also be attached to the bill of lading.

The Lead Carton must be labeled with a brightly colored label denoting packing list.

- The label must be easily visible and on one of the top cartons on the pallet.
- The packing list should not be placed on the top or bottom of the carton, but on side facing outward.

A packing list must contain the following information:

- PO number
- Vendor style
- Number of pieces per style and color
- Number of cartons by style
- Rainbow SKU#

INVOICING

To insure proper processing of invoices for payment, a copy of invoice and/or packing list must accompany the shipment.

Invoice must be prepared and reflect as follows:

- Separate invoice and invoice number for each Purchase Order.
- Rainbow Purchase Order number. (One Purchase Order per invoice; do not combine more than one Purchase Order on an invoice)
- Number of cartons shipped and number of pieces shipped. This must agree with your Bill of Lading.
- Your shipping Bill of Lading number.
- Actual date of shipment.
- A separate invoice for each shipment. If you ship a Purchase Order on different dates, each shipping date must have a separate invoice.
- Style number, quantity, size and color on each invoice, which must agree with Purchase Order.
- Do not partial, short or over ship the quantity on Purchase Order unless prior written approval is given by our Buyer.

Original invoice should be mailed to:

Accounts Payable Department
Rainbow Apparel Distribution Center Corp./The New 5-7-9 and
Beyond, Inc., as applicable per the Purchase Order
1000 Pennsylvania Ave.
Brooklyn, NY11207

Note: If invoice is not presented as stated above there will be a delay in processing your payment and you will be subjected to a \$500.00 charge.

GROUND TRANSPORTATION & SHIPPING

NOTE: Failure to follow our Routing Guide or other general instructions contained herein will result in charges for freight and administrative handling. Routing or shipping instructions cannot be altered or changed by anyone except the Rainbow Transportation Department. Any deviation from this Guide must have a specific authorization number. All shipments must have pre-approved appointments, including small package carriers (e.g. UPS and FEDEX) and air shipments.

BEFORE MAKING AN APPOINTMENT FOR DELIVERY OF MERCHANDISE:

- Ship only PO's and styles that are approved by Rainbow.
- For shipping origins other than from New York or New Jersey, PO's must be shipped within 5 business days of Rainbow's approval. After the 5th business day, if the PO is not picked up, it must be reapproved by Rainbow.
- For shipping origins from New York or New Jersey, for approvals given by Rainbow on Monday through Wednesday, PO's must be received by Rainbow's warehouse by Thursday of the same week; if not received by Thursday of the same week, then it must be reapproved by Rainbow.
- Vendors must note on the Bill of Lading: "Appointment required at destination; email for appointment, as follows:"; and then the Bill of Lading shall list one of the following applicable destinations pursuant to the applicable Purchase Order:
 - Brooklyn, NY destination: appt@rainbow.us
 - Philadelphia, PA destination: ecommappt@rainbow.us
 - Buena Park, CA destination:
juanita.dorantes@sclogistics.com and
rainbowbp@sclogistics.com
 - Catano, PR destination: seisemann@rainbow.us
 - **PHONE APPOINTMENTS ARE NOT ACCEPTED**
- For shipping origins other than from New York and New Jersey, Vendor must email a copy of the signed Bill of Lading, Packing List and Manifest on the day following the pickup to:

- Brooklyn, NY destination: appt@rainbow.us
 - Philadelphia, PA destination: ecommappt@rainbow.us
 - Buena Park, CA destination:
juantita.dorantes@sclogistics.com and
rainbowbp@sclogistics.com
 - Catano, PR destination: seisemann@rainbow.us
- Vendor or vendor's trucker must submit a Merchandise Vendor Manifest and make an appointment with our Appointment Office at least three (3) days before the desired delivery date.
 - Merchandise cannot be received before "Ship On" date, nor can the merchandise be received after the "Cancellation Date". Note: Merchandise will be refused if shipped before or after the above dates. Notwithstanding the date set forth as the "Ship On" date, the requested appointment date shall not be more than two (2) weeks prior to the "Cancellation Date", unless otherwise agreed in writing by the Buyer.
 - Vendor is still responsible for late charges if Rainbow extends the "Cancellation Date" at Vendor's request.
 - Vendor must furnish our Buyer with production sample before calling for delivery appointment.
 - Vendor must track shipments to delivery; Rainbow will NOT follow up with vendor's carrier for missed appointments.
 - Vendor is responsible to work with carriers to ensure the shipment arrives before the cancel date.
 - Appointments are date and time specific; 1 ½ hour window is provided for each appointment. Arrival after the 1 ½ appointed time window will be considered late and will result in a chargeback.
 - Shipments must be palletized by PO, color, style. Shipments not properly palletized will be refused.
 - Do not substitute style, colors, fabric, etc.
 - Do not partial, short or over ship the quantity on Purchase Order unless prior written approval is given by our Buyer.

- Do not ship less than a bundle quantity per PO, per style. Less than bundle quantities will be refused or subject to chargeback of \$250.
- If there are any problems with shipping, please contact Susan Eisemann at 718 485-3000, extension 4458, or seisemann@rainbow.us
- Notwithstanding the terms of, and responsibility of, payment of freight charges, Rainbow reserves all rights and remedies that the applicable law will allow, including but not limited to the right to seek damages from the vendor and/or the shipping carrier, for failure of the vendor to deliver the merchandise set forth in Rainbow's Purchase Orders, and pursuant to this Guide.

APPOINTMENT GUIDELINES

- No appointments will be accepted by telephone.
- If the Merchandise Vendor Manifest form is not filled out completely when making an appointment, Vendor will be subject to a \$250 charge-back. If the Vendor continues to not comply, the charge-back will be increased per occurrence.
- No delivery will be accepted without a valid Purchase Order number.
- Delivery appointment must be made at least three (3) days in advance.
- All times, unless otherwise specified, are given in Eastern Standard Time.
- If, according to Rainbow Purchase Order, "Ship To" is Brooklyn, NY (1000 Pennsylvania Avenue, Brooklyn, NY 11207):
- The request for appointment should be faxed to the Rainbow appointment office at (718) 485-5653 or e-mailed to: appt@rainbow.us
- Appointment requests must be made Mon-Fri 8am – 12pm

- Receiving: Mon -Thur 7:30am – 1:30pm, excluding 12pm – 1pm, and excluding holidays and dates when the warehouse is closed to deliveries.
- Rainbow expects to provide an email by the end of the business day, for all appointment requests received before 12 noon, scheduling the appointment date and time.
- Any requests received after 12 noon will attempt to be handled by the end of the next business day.
- If, according to Rainbow Purchase Order, “Ship to” is Saddle Creek Logistics (6565 Knott Ave Ste C, Buena Park, CA 90620):
 - The request for appointment should be emailed to:
 - juanita.dorantes@sclogistics.com AND rainbowbp@sclogistics.com
 - If there are any questions, in addition to the above e-mail addresses, Juanita Dorantes can be reached at 714 690-6544, and Sofia Montiel can be reached at 714 690-6522
 - Appointment requests must be made Mon-Fri 8am – 3:30pm California Time, for next available date.
 - Receiving: California Time Mon-Fri 6am to 2pm, excluding 11am – 12pm and excluding holidays and dates when the warehouse is closed to deliveries.
- If, according to Rainbow Purchase Order, “Ship To” is Catano P.R. or any other destination not set forth above:
 - Contact Rainbow Import/Export Department, Susan Eisemann at 718 485-3000 ext. 4458 or at seisemann@rainbow.us

FREIGHT

- **Carrier is vendor’s choice. Rainbow does not offer a recommended carrier. All carrier charges are the sole responsibility of the vendor.**

- It is imperative that all shipments in which the freight is to be prepaid must explicitly include on the Bills of Lading the following language: **“FOB DESTINATION, ALL FREIGHT CHARGES PREPAID – CARRIER AGREES THAT THE VENDOR IS SOLELY LIABLE FOR ALL FREIGHT CHARGES, AND THAT THE CONSIGNEE IS NOT, NOTWITHSTANDING THE CONSIGNEE’S RECEIPT OF THE MERCHANDISE.”**
- For all shipments, whether to Brooklyn, NY, Buena Park, CA, or Philadelphia, PA, it shall be FOB Destination, Freight Prepaid, with vendor using Carrier of its choice.
- Shipments arriving “collect” will be refused.
- Any Carrier charges resulting from refusal to accept delivery, for any reason, are the sole responsibility of the vendor.
- Rainbow has the right to verify with the Carrier that the vendor is up-to-date on all payments for shipments to Rainbow. Rainbow may refuse delivery if Carrier charges have not been timely paid. However, Rainbow’s acceptance of delivery, even if vendor has not paid the required Carrier charges, shall not result in Rainbow’s liability for such charges, and vendor shall at all times be responsible for all Carrier charges.
- Vendor must notify Rainbow via email (to seisemann@rainbow.us and jappel@rainbow.us) within sixty (60) days of pick up, for any non-payment of transportation charges, for any reason by the vendor. In addition to any and all other rights and remedies, Rainbow will have the right to offset transportation charges against open merchandise invoices.

AIR SHIPMENTS

- All air shipments must be prepaid by vendor or they will be refused.
- All freight terms must be FOB Rainbow Warehouse, or designated Rainbow facility.
- The responsibility for loss, damage, and all freight charges for such deliveries are the vendor’s and/or shipper’s/consignor’s responsibility,

**RAINBOW APPAREL
MERCHANDISE VENDOR MANIFEST**

DATE: 9/5/13
 VENDOR NAME: Aerys Accessories
 CONTACT: Bobbie Boucher
 TELEPHONE: 555-485-3000
 e-MAIL: bobbie@aerys.com
 CARRIER: Jackson Trucking
 ORIGIN FACILITY: Sylvester, NJ

VENDOR # 93013
 APPOINTMENT NUMBER: _____
 APPOINTMENT DATE: _____
 APPOINTMENT TIME: _____
 DESTINATION FACILITY: Brooklyn DC
 TOTAL # OF TRUCKS: 1

RAINBOW PO#	RAINBOW SKU #	PACK CODE	PIECES PER CARTON	TOTAL PIECES	TOTAL CARTONS	TOTAL PALLETS	TOTAL WEIGHT	COMMENTS
201152	123564785	M12	120	360	3	1	25	
	123564786	M12	120	360				
	123564787	M12	120	360				
				1080	3	1	25	Sub-Total
201153	1524568795	M24	48	288	6	1	100	
	1524568796	M24	48	288				
	1524568797	M24	48	288				
	1524568798	M24	48	288				
				1152	6	1	100	Sub-Total
201154	1245789632	M48	48	192	4	1	50	
	1245789633	M48	48	192				
	1245789634	M48	48	192				
	1245789635	M48	48	192				
	1245789636	M48	48	192				
	1245789637	M48	48	192				
				1152	4	1	50	Sub-Total
				GRAND TOTAL	3384	13	3	175

**RAINBOW APPAREL
MERCHANDISE VENDOR MANIFEST**

DATE: 9/9/13
 VENDOR NAME: TART
 CONTACT: Isabella
 TELEPHONE: 718-485-3000
 e-MAIL: Isabella@tart.com
 CARRIER: ARCHER TRANSPORT
 ORIGIN FACILITY: Briarwood, NY

VENDOR # 81213
 APPOINTMENT NUMBER: _____
 APPOINTMENT DATE: _____
 APPOINTMENT TIME: _____
 DESTINATION FACILITY: BROOKLYN DC
 TOTAL # OF TRUCKS: 4

RAINBOW PO#	RAINBOW SKU #	PACK CODE	PIECES PER CARTON	TOTAL PIECES	TOTAL CARTONS	TOTAL PALLETS	TOTAL WEIGHT	COMMENTS
120253	12365478	P12	24	1200	50	2	100 lbs	
				1200	50	2	100 lbs	Sub-total
120257	12365479	P06	24	1200	50	2	100 lbs	
				1200	50	2	100 lbs	Sub-total
120261	12365480	P24	24	1200	50	2	100 lbs	
				1200	50	2	100 lbs	Sub-total
120265	12365490	P48	48	2400	50	2	100 lbs	
				2400	50	2	100 lbs	Sub-total
120269	12365494	P12	24	1200	50	2	100 lbs	
				1200	50	2	100 lbs	Sub-total
120273	12365498	P12	48	2400	50	2	100 lbs	
				2400	50	2	100 lbs	Sub-total
120277	12365502	P12	48	2400	50	2	100 lbs	
				2400	50	2	100 lbs	Sub-total
120281	12365506	P12	24	1200	50	2	100 lbs	
				1200	50	2	100 lbs	Sub-total
				PAGE TOTAL	13,200	400	16	800 lbs

RAINBOW APPAREL
MERCHANDISE VENDOR MANIFEST

DATE: 9/9/13
 VENDOR NAME: TART
 CONTACT: Isabella
 TELEPHONE: 718-485-3000
 e-MAIL: Isabella@tart.com
 CARRIER: ARCHER TRANSPORT
 ORIGIN FACILITY: Briarwood, NY

VENDOR # 81213
 APPOINTMENT NUMBER: _____
 APPOINTMENT DATE: _____
 APPOINTMENT TIME: _____
 DESTINATION FACILITY: BROOKLYN DC
 TOTAL # OF TRUCKS: 4

RAINBOW PO#	RAINBOW SKU #	PACK CODE	PIECES PER CARTON	TOTAL PIECES	TOTAL CARTONS	TOTAL PALLETS	TOTAL WEIGHT	COMMENTS
120283	12541254	P12	24	1200	75	3	100 lbs	
				1200	75	3	100 lbs	Sub-total
120287	12541258	P06	24	1200	75	3	100 lbs	
				1200	75	3	100 lbs	Sub-total
120291	12541262	P24	24	1200	75	3	100 lbs	
				1200	75	3	100 lbs	Sub-total
120295	12541266	P48	48	2400	75	3	100 lbs	
				2400	75	3	100 lbs	Sub-total
120299	12541270	P12	24	1200	75	3	100 lbs	
				1200	75	3	100 lbs	Sub-total
120303	12541274	P12	48	2400	75	3	100 lbs	
				2400	75	3	100 lbs	Sub-total
120307	12541278	P12	48	2400	75	3	100 lbs	
				2400	75	3	100 lbs	Sub-total
120311	12541282	P12	24	1200	75	3	100 lbs	
				1200	75	3	100 lbs	Sub-total
				PAGE TOTAL	13,200	600	24	800 lbs

**RAINBOW APPAREL
MERCHANDISE VENDOR MANIFEST**

DATE: 9/9/13
 VENDOR NAME: TART Clothing Co.
 CONTACT: Isabella
 TELEPHONE: 718-485-3000
 e-MAIL: Isabella@tart.com
 CARRIER: ARCHER TRANSPORT
 ORIGIN FACILITY: Briarwood, NY

VENDOR # 81213
 APPOINTMENT NUMBER: _____
 APPOINTMENT DATE: _____
 APPOINTMENT TIME: _____
 DESTINATION FACILITY: BROOKLYN DC
 TOTAL # OF TRUCKS: 4

RAINBOW PO#	RAINBOW SKU #	PACK CODE	PIECES PER CARTON	TOTAL PIECES	TOTAL CARTONS	TOTAL PALLETS	TOTAL WEIGHT	COMMENTS	
120312	15975315	P12	24	240	10	1	50 lbs		
	15975316	P12	36	540	15	1	60 lbs		
	15975317	P12	48	960	20	1	70 lbs		
				1740	45	3	180 lbs	Sub-total	
120315	15975319	P12	12	180	15	1	20 lbs		
	15975320	P12	12	180	15	1	20 lbs		
	15975321	P12	12	180	15	1	20 lbs		
	15975322	P12	12	180	15	1	20 lbs		
	15975323	P12	12	180	15	1	20 lbs		
	15975324	P12	12	180	15	1	20 lbs		
				1080	90	6	120 lbs	Sub-total	
120322	15975326	P12	48	576	12	1	30 lbs		
	15975327	P12	48	576	12	1	30 lbs		
				1152	24	2	60 lbs	Sub-total	
120325	15975329	P12	60	1200	20	2	15 lbs		
			60	1200	20	2	15 lbs	Sub-total	
120327	15975331	P12	24	240	10	1	50 lbs		
	15975332	P12	24	240	10	1	50 lbs		
	15975334	P12	24	240	10	1	50 lbs		
				720	30	3	150 lbs	Sub-total	
120332	15975336	P12	36	1080	30	2	60 lbs		
	15975337	P12	36	1080	30	2	60 lbs		
	15975338	P12	36	1080	30	2	60 lbs		
				3240	90	6	180 lbs	Sub-total	
120336	15975340	P12	24	480	20	1	75 lbs		
	15975341	P12	24	480	20	1	75 lbs		
				960	40	2	150 lbs	Sub-total	
				PAGE TOTAL	10,092	339	24	855 lbs	
				GRAND TOTAL	36,492	1339	64	2455 lbs	

**GOH
VENDOR STYLE IDENTIFICATION SHEET**

PO#	QTY
MFGSTYLE #	COLOR#/NAME

PURCHASE ORDER	PAGE	ORIGINAL/CONFIRMATION
0000	1	ORIGINAL
ORDER DATE	SHIP ON	ANTICIPATE ON (CONCILIATION DATE)
5/31/22	5/31/22	11/18/22 11/18/22
SHIP VIA		
NET 15 DAYS		
TERMS		
SHIP F.O.B. our warehouse conditions of sale and routing and/or store location to be used on www.rainbow.com and for shipping to be incorporated herein by Anticipate at 1.5% per month with interest.		

Rainbow
APPAREL DISTRIBUTION
CENTER CORP.

Merchandise must not arrive prior to "SHIP ON" date or be received in warehouse after "CONCILIATION DATE".
 Packing list must be attached to outside of carton & invoice mailed to home office.
 Order No, Style, Qty. & Color, must appear on outside of every carton-separate style per carton.
 3% Warehouse handling charge.

BILL TO:	RAINBOW	1000 PENNSYLVANIA AVE.	#00999
SHIP TO:	DISTRIBUTION CENTER	BROOKLYN NY	11207
	RAINBOW	1000 PENNSYLVANIA AVE.	#00999
	DISTRIBUTION CENTER	BROOKLYN NY	11207

6PCS BUNDLE

STYLE	ITEMS NUMBER	S K U	RETAIL	COST	SIZE	QUANTITY
L/S PLAID OVERSIZE	*****Pre-ticketing Required*****					
1X-02				0000PREPACK P06		1080
L/S PLAID OVERSIZE	HUNTER			0000PREPACK P06		1080
1X-02				0000PREPACK P06		1080
L/S PLAID OVERSIZE	RED/BLK/WHT			0000PREPACK P06		1080
1X-02				0000PREPACK P06		1080

UNITS	AMOUNT
4,320	
COST	
RETAIL	

REFERENCE BLOCKOUT000(

MARKUP

BUYER'S COPY

A 4% ALLOWANCE WILL BE CHARGED BACK ANNUALLY TO EACH VENDOR TO COVER A 2% FILING FEE FROM THE STORES AND ADMINISTRATIVE COSTS. A 2% FILING FEE FROM THE STORES AND ADMINISTRATIVE COSTS. TO USE COMPANY'S AUTHORIZED HANGERS, OR A FEE OF UP TO 50 CENTS PER GARMENT FOR IMPROPER TICKETING OR BUNDLING OF MERCHANDISE. ISSE TO ADDRESS TO EACH OF THE TERMS AND CONDITIONS STATED ON THE FRONT AND BACK OR THE SECOND PAGE OF THIS PURCHASE ORDER.

SHIPMENT BY SELLER IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS PURCHASE ORDER SHALL GOVERN AND SUPERSEDE ANY AND ALL AGREEMENTS FOR GUARANTEED MARKUP AND YEAR END ALLOWANCE. MARKUP MANAGER EXCEPT ABOVE QUANTITY ORDERED OR RETURNED.

4/1/22

PURCHASE ORDER	PAGE	ORIGINAL/CONFIRMATION
0000	1	ORIGINAL
ORDER DATE	SHIP ON	ANTICIPATE ON CANCELLATION DATE
5/31/22	5/31/22	11/18/22 11/18/22
SHIP VIA		
NEXT 15 DAYS		
SHIP TO		
Conditions of sale and handling instructions on outside of carton on www.rainbowcorp.com		
Buyer Reserves Right To Anticipate at 1.5% per Month This Reference.		

Rainbow
APPAREL DISTRIBUTION
CENTER CORP.
E-COMMERCE ORDER

Merchandise must not arrive prior to "SHIP ON" date of be received in warehouse after "CANCELLATION DATE".
 Packing list must be attached to outside of carton & invoice mailed to home office.
 Order No, Style, QTY, & Color, must appear on outside of every carton-separate style per carton.
 34 Warehouse handling charge.

BILL TO:	RAINBOW
TO:	1000 PENNSYLVANIA AVE.
	DISTRIBUTION CENTER
	BROOKLYN NY 11207
SHIP TO:	E-COMMERCE DIRECT SHIP
	2951 GRANT AVENUE #00775
	PHILADELPHIA PA 19114

6PCS BUNDLE

ALL ORDERS ARE SUBJECT TO TERMS AND CONDITIONS ON BOTH SIDES OR ANY SECOND PAGE. SHIPMENT WILL BE REFUSED IF DIRECTIONS ARE NOT FOLLOWED.

STYLE	ITEMS NUMBER	S K U	RETAIL	COST	SIZE	QUANTITY
Must be Ecom ready. Packed by color/size, each unit poly-bagged.						
L/S PLAID OVERSIZE			BLACK	.0000PREPACK P06		120
1X-02			HUNTER	.0000PREPACK P06		120
L/S PLAID OVERSIZE			RED/BLK/WHT	.0000PREPACK P06		120
1X-02			BROWN	.0000PREPACK P06		120

UNITS	AMOUNT
480	
COST	
RETAIL	

REFERENCE BLOCKOUT0000: MARKUP .600
 TEST SYSTEM
 Must be Ecom ready. Packed by color/size, each unit poly-bagged.

BUYER'S COPY

4.4 ALLOWANCE WILL BE CHARGED BACK ANNUALLY TO EACH VENDOR TO COVER
 A 25 CENT PER PIECE HANDLING CHARGE WILL BE CHARGED BACK FOR FAILURE
 TO USE COMPANY'S AUTHORIZED HANGERS AND A 75 CENT PER GARMENT EXCEPT
 GARMENTS OF \$500.00 PLUS A FEE PER GARMENT WILL BE IMPROVED UPON FAILURE
 TO ADHERE TO EACH OF THE TERMS AND CONDITIONS SHOWN ON THE FRONT
 AND BACK OR THE SECOND PAGE OF THIS PURCHASE ORDER.

SHIPMENT BY SELLER IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS 4/1/22
 PURCHASE ORDER SHOULD BE APPROVED IN WRITING BY BUYER'S MERCHANDISE MANAGER EXCEPT
 FOR GUARANTEED MARKUP AND YEAR END ALLOWANCE AGREEMENT
 VENDOR WILL BE CHARGED \$2500.00 ABOVE QUANTITY ORDERED OR RETURNED.

**Partial List of Violations That May Result in Charge-Backs or Refusal
to Accept Delivery ***

1. Transportation Charge-back - failure to follow Routing Guide
2. Cartons not properly marked with Vendor name and address and Rainbow's name and address.
3. Cartons not properly marked with P.O.#, vendor style#, quantity per carton, color, size, scale weight, dimension.
4. Cartons not palletized/shrink wrapped by PO #, style/color prior to delivery
5. No packing list on lead carton of shipment or attached to BOL
6. Charge-back for freight on returned goods
7. Merchandise received after "cancellation" date of P.O.
8. Merchandise received prior to "ship on" date of P.O.
9. Invoice not tendered per billing instructions
10. Number of cartons not shown on invoice
11. Invoice contains wrong P.O. or no P.O. or wrong style # per PO#
12. More than one P.O. on one invoice
13. Concealed shortage at warehouse
14. Style substituted without Buyer approval
15. Over shipped merchandise - more than P.O. quantity
16. Wrong colors per P.O.
17. Proper hangers not used
18. Received not bundled or not ticketed per P.O. instructions
19. Bundled wrong (as opposed to not bundled -- needs re-bundling)
20. Partial bundling – Loose pieces in cartons
21. Incorrect size assortment
22. Incorrect ticketing – had to be re-ticketed
23. Recall Goods
24. Freight Charge
25. GOH Vendor style identification sheet not provided.

*** See P.O. document for additional violations and deductions.**

Maintained Markup Agreement and Purchase Orders

If a Vendor has signed a separate Maintained Markup Agreement (the "MMA") with Rainbow Apparel Distribution Center Corp. and/or The New 5-7-9 And Beyond, Inc., the following shall be subject to all of the terms and conditions set forth in the MMA, regardless of when the MMA was executed, unless the MMA provides otherwise:

1. all Purchase Orders issued since February 1 of the year that the MMA was signed by the Vendor;
2. all Purchase Orders issued on or after the MMA was signed by the Vendor;
3. all sales of merchandise that were on hand as of February 1st of the year that the MMA was signed by the Vendor (and thereafter sold); and
4. all sales of merchandise received after February 1st of the year that the MMA was signed by the Vendor.

Company Policy Statement on Slave Labor and Human Trafficking

In compliance with the California Transparency in Supply Chains Act of 2010, the underlying retail company hereby discloses to the public its efforts to eradicate slavery and human trafficking from their supply chains. The company itself does not employ slaves or trafficked persons, and has directed and required its direct suppliers/vendors also not to employ slaves or trafficked persons and to perform due diligence with regard to their own suppliers, and ensure that the suppliers further down the supply chain are complying with local laws on slavery and human trafficking. To ensure that the company, its direct suppliers/vendors, or others in the product supply chain, do not employ slaves or trafficked persons, the company requires in its purchase orders as a condition of sale, that its direct suppliers/vendors certify that materials incorporated into the product or merchandise comply with the laws regarding slavery and human trafficking of the country or countries in which they are doing business, and that none of the merchandise or products purchased have been manufactured, finished, obtained, packed, transported, or otherwise handled using slave labor or trafficked persons. To that end the direct suppliers/vendors have been further directed in the Conditions of Sale of the company's purchase orders, to agree to perform due diligence with regard to their own suppliers, and ensure that the suppliers further down the supply chain are complying with local laws on slavery and human trafficking. These Conditions of Sale are also posted on the company's websites for each of its suppliers/vendors to see. Further, those direct suppliers/vendors who sign Indemnification and Conformity Agreements beginning from and after January 1, 2012, are and shall be required to certify and agree to all of the foregoing.

Since the company is a retailer and purchases its goods as finished products directly from a direct supplier/vendor, but is not involved in the manufacture of such goods and is not familiar with the companies, suppliers, or individuals, manufacturing or supplying the products, materials, or merchandise in the product supply chain, it is not equipped and does not perform verification of product supply chains to evaluate and address risks of human trafficking and slavery, and leaves that to its direct suppliers/vendors (who are more familiar with the companies, suppliers, or individuals involved in the product supply chain, and more knowledgeable, equipped, and responsible for dealing with supply chain management), and relies upon those direct suppliers/vendors' warranties, representations, and certifications of compliance contained in the Conditions of Sale in the company's purchase orders, the Conditions of Sale on its websites, and in the Indemnification and Conformity Agreements of those direct suppliers/vendors who sign the same beginning from and after January 1, 2012. Similarly, the company does not conduct audits of suppliers to evaluate compliance with company standards for trafficking and slavery in supply chains, does not maintain internal accountability standards and procedures for employees or contractors failing to meet company standards regarding slavery and trafficking (other than requiring such direct suppliers/vendors to indemnify the company), and does not provide company employees and management, training on human trafficking and slavery, particularly with respect to mitigating risks within the supply chains of products, since the direct suppliers/vendors, who are involved in the supply and manufacture of the merchandise, not the retailer, are more knowledgeable, equipped, and responsible for dealing with supply chain management, and the company relies upon their certifications, representations, and warranties of compliance, and due diligence with regard to their own suppliers as set forth in the Conditions of Sale in the purchase orders and on the websites, and as set forth in the Indemnification and Conformity Agreements of those direct suppliers/vendors who sign the same beginning from and after January 1, 2012, as a means of ensuring that slave labor and human trafficking laws are complied with.

RAINBOW'S LEAD POLICY MEMORANDUM

RAINBOW'S LEAD POLICY MEMORANDUM

DATE: March 14, 2011

RE: Memorandum of Policy with Respect to Adult Products (including handbags, jewelry, and belts) and Children's Products (including jewelry, child care products, belts, and toys)

ADULT PRODUCTS & LEAD:

Please be advised that **effective immediately** Rainbow Apparel Distribution Center Corp. ("Rainbow") will require that all Adult Products (including but not limited to handbags, jewelry, and belts) purchased from its vendors, or already on order from its vendors (but not yet shipped to Rainbow, or in transit, or already in Rainbow's warehouse), contain lead of less than 300 ppm for all leather, or metals (electroplated or unplated) and other components; contain lead of less than 200 ppm for all PVC; and contain lead of less than 90 ppm for all surface coatings. To the extent greater levels are presently permissible by law, Rainbow may at its sole discretion accept such levels, up until June 30, 2011, but in no event after such date. In the event that any Adult Products contain lead of 300 ppm or more for leather, or metals and other components, or 200 ppm or more for PVC, or if painted and contain 90 ppm or more on such surface coating, as determined by Rainbow's "XRF" testing, the vendor shall be given the option of having all components of the Adult Product tested by a lab selected by Rainbow, at the vendor's sole cost and expense, or having the goods returned to the vendor, at the vendor's sole cost and expense. If the vendor fails to immediately and timely elect its remedy, Rainbow shall have the right to make such election, including but not limited to the right to test the goods at the vendor's sole cost and expense, and/or return the goods to the vendor at no cost to Rainbow, but at the vendor's sole cost and expense. So long as after such testing by the lab, all components of the Adult Product contain lead of less than 300 ppm for all leather or metals (electroplated or unplated) and other components; contain lead of less than 200 ppm for all PVC; and contain lead of less than 90 ppm for all surface coating; and the vendor pays the cost of such testing, Rainbow shall accept such Adult Product, notwithstanding the XRF test results. If the Adult Product fails the lab test, Rainbow shall return the goods to the vendor, at the vendor's sole cost and expense. With respect to Adult Products already shipped and in Rainbow's stores, or on their way to Rainbow's stores, Rainbow's policy **in Illinois only**, is and has been to issue warning labels or stickers on the Adult Products (including handbags), because Rainbow has no way of knowing for sure if any of such products contain lead, or not, in amounts greater than the standard permitted in Illinois, and so out of an abundance of caution, Rainbow is and has been placing such warning labels or stickers on all Adult Products presently existing and sold in Illinois (even though they may not actually contain lead in amounts greater than the standard permitted in Illinois) stating as follows:

**"WARNING: CONTAINS LEAD. MAY BE HARMFUL IF
EATEN OR CHEWED. MAY GENERATE DUST
CONTAINING LEAD. KEEP OUT OF REACH OF
CHILDREN".**

Since Rainbow is and has been placing these warning labels on Adult Products, **Vendors shall not affix any such warning labels on Adult Products.**

CHILDREN PRODUCTS & LEAD:

With respect to all products designed or intended for use by children ("Children's Products"), **effective immediately** all such products purchased from its vendors must contain lead of less than 100 ppm in all accessible components and less than 90 ppm for surface coatings. Please be advised that **effective immediately** in the event that any Children's Products (that is, intended for children 12 years of age or younger) purchased by Rainbow from its vendors, or already on order from its vendors (but not yet shipped to Rainbow, or in transit, or already in Rainbow's warehouse) contain lead of 100 ppm or more in any accessible component or contain lead of 90 ppm or more on such surface coating, as determined by Rainbow's "XRF" testing, the vendor shall be given the option of having all components of the Children's Product, tested by a lab selected by Rainbow, at the vendor's sole cost and expense, or having the goods returned to the vendor at the vendor's sole cost and expense. If the vendor fails to immediately and timely, elect its remedy, Rainbow shall have the right to make such election, including but not limited to the right to test the goods, at the vendor's sole cost and expense, and/or return the goods to the vendor at no cost to Rainbow, but at the vendor's sole cost and expense. So long as after such testing by the lab, all components of the Children's Product contain less than 100 ppm in any accessible component and less than 90 ppm in any surface coating, and the vendor pays the cost of such testing, Rainbow shall accept such Children's Product from the vendor, notwithstanding the XRF test results. If the Children's Product fails the lab test, Rainbow shall return the goods to the vendor, at the vendor's sole cost and expense. Notwithstanding the foregoing, with respect to children's jewelry, child care products, and toys **effective immediately**, Rainbow will require all its vendors to place warnings for such items (whether intended to be sold in Illinois or anywhere else) with lead content of greater than 40 ppm stating the following warning:

**"WARNING: CONTAINS LEAD. MAY BE HARMFUL IF
EATEN OR CHEWED. MAY GENERATE DUST
CONTAINING LEAD".**

Effective immediately any children's jewelry, child care products, and toys purchased by Rainbow from its vendors, or already on order from its vendors (but not yet shipped to Rainbow, or in transit, or already in Rainbow's warehouse) containing lead of greater than 40 ppm, as determined by Rainbow's "XRF" testing (which testing shall be deemed conclusive, and incontestable for purposes of this warning label) and not containing the warning provided above for such items, at Rainbow's election in its discretion, may either be returned to the vendor at the vendor's sole cost and expense, or a warning label or sticker placed on such item and the vendor charged back 50¢ per item for each item requiring such labeling, plus \$500.00 for Rainbow's handling charges regarding the same.

RAINBOW'S CADMIUM POLICY MEMORANDUM

RAINBOW'S CADMIUM POLICY MEMORANDUM

DATE: March 14, 2011

RE: Memorandum of Policy with Respect to Adult Jewelry Products, and Children's Jewelry Products, Toys, and Child Care Products

ADULT JEWELRY PRODUCTS & CADMIUM:

Please be advised that **effective immediately** Rainbow Apparel Distribution Center Corp. ("Rainbow") will require that all Adult Jewelry purchased from its vendors, or already on order from its vendors (but not yet shipped to Rainbow, or in transit, or already in Rainbow's warehouse), contain cadmium of less than 300 ppm for all metals (electroplated or unplated), paint, surface coating, or accessible substrate. To the extent greater levels are presently permissible by law, Rainbow may at its sole discretion accept such levels, up until June 30, 2011, but in no event after such date. In the event that any Adult Jewelry Products contain cadmium of 300 ppm or more for all metals, paint, surface coating, or accessible substrate, as determined by Rainbow's "XRF" testing, the vendor shall be given the option of having all components of the Adult Jewelry Product tested by a lab selected by Rainbow, at the vendor's sole cost and expense, or having the goods returned to the vendor, at the vendor's sole cost and expense. If the vendor fails to immediately and timely elect its remedy, Rainbow shall have the right to make such election, including but not limited to the right to test the goods at the vendor's sole cost and expense, and/or return the goods to the vendor at no cost to Rainbow, but at the vendor's sole cost and expense. So long as after such testing by the lab all components of the Adult Jewelry Product contain cadmium of less than 300 ppm for all metals, paint, surface coating, or accessible substrate, and the vendor pays the cost of such testing, Rainbow shall accept such Adult Jewelry Product from the vendor, notwithstanding the XRF test results. If the Adult Jewelry Product fails the lab test, Rainbow shall return the goods to the vendor, at the vendor's sole cost and expense.

CHILDREN'S JEWELRY & TOY PRODUCTS & CADMIUM:

With respect to children's jewelry, child care products, and toys ("Children's Products"), **effective immediately** Rainbow will require that to insure that such products purchased from the vendors meet the Consumer Product Safety Improvement Act ("CPSIA"), California Proposition 65 standards, and Illinois law requirements in place now or hereafter, that all such products purchased from its vendors contain cadmium of less than 75 ppm for all products, metals (electroplated or unplated), paint, surface coating, or accessible substrate. To the extent greater levels are presently permissible by law, Rainbow may at its sole discretion accept such levels, up until June 30, 2011, but in no event after such date. Please be advised that **effective immediately** in the event that any Children's Products (that is, intended for children under the age of 16) purchased by Rainbow from its vendors, or already on order from its vendors (but not yet shipped to Rainbow, or in transit, or already in Rainbow's warehouse) contain cadmium of 75 ppm or more for all products, metals (electroplated or unplated), paint, surface coating, or accessible substrate, as determined by Rainbow's "XRF" testing, the vendor shall be given the

option of having all components of the Child Product, tested by a lab selected by Rainbow, at the vendor's sole cost and expense, or having the goods returned to the vendor at the vendor's sole cost and expense. If the vendor fails to immediately and timely, elect its remedy, Rainbow shall have the right to make such election, including but not limited to the right to test the goods, at the vendor's sole cost and expense, and/or return the goods to the vendor at no cost to Rainbow, but at the vendor's sole cost and expense. So long as after such testing by the lab, all components of the Child Product contain cadmium of less than 75 ppm for all products, metals (electroplated or unplated), paint, surface coating, or accessible substrate, and the vendor pays the cost of such testing, Rainbow shall accept such Child Product from the vendor, notwithstanding the XRF test results. If the Child Product fails the lab test, Rainbow shall return the goods to the vendor, at the vendor's sole cost and expense.