



Seller Requirement Manual & Routing Guide



To HAI's Valued Partners,

Heinemann Americas Inc. (**HAI**) is a premiere provider of goods and services to the Global Travel Retail Community. HAI strives to maintain flawless service, supplying products to our valued customers and fully delivering on their requirements for quality, quantity, timeliness and compliance to regulations.

To achieve this, HAI relies on its strategic partners to provide goods on time, in full, in good condition, and compliant with all relevant regulations and HAI requirements.

This Seller Requirement Manual & Routing Guide will provide guidance on these requirements to ensure both HAI and its partners are successful now and long into the future.

This version of the Heinemann Americas Inc. Seller Requirement Manual and Routing Guide supersedes all prior versions, with updated requirements, routing guides and directives.

Note: Seller not following the instruction included in this document will be subject to non-compliance penalties, including any expense incurred by Heinemann Americas Inc. in rectifying a non-compliance issue. At any time, Seller will bear the full burden of any fine, penalties, or encumbrance resulting in noncompliance with any State, Local, or International Regulations or Treaty required for their commodities.

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TERMS AND CONDITIONS

General Terms and Conditions

These General Terms and Conditions (“Terms”) only apply to transactions that do not have a written agreement, duly executed by both parties. If there is such an agreement, then the terms in such agreement shall be the terms that govern the transaction and relationship of the parties. For topics which are not specifically covered under the written agreement between both parties, the generic requirements in this Seller Manual and these Terms shall apply. In the absence of such a written agreement, duly executed by both parties, these Terms shall govern the relationship between you (“Seller”) and Heinemann Americas Inc. (“Purchaser”) with respect to any purchase order (“Order”) for the goods and/or services that are described on the face of the Order.

Acceptance and terms and conditions: Seller accepts the Order and any amendments by signing the acceptance copy of the Order and returning it to Purchaser promptly. Even without such written acknowledgment, Seller's full or partial performance under the Order will constitute acceptance of these Terms. By acceptance of the Order, Seller agrees to be bound by, and to comply with all these Terms, which include any supplements to it, and all specifications and other documents referred to in the Order. These Terms apply to everything listed in the Order and constitute Purchaser's offer to Seller, which Purchaser may revoke at any time prior to Seller's acceptance. The Order is not an acceptance by Purchaser of any offer to sell, any quotation, or any proposal. Reference in the Order to any such offer to sell, quotation, or proposal will not constitute a modification of any of these Terms. Terms and conditions different from or in addition to these Terms, whether contained in any acknowledgment of the Order by Seller, or with delivery of any goods or services under the Order, or otherwise, will not be binding on Purchaser, whether or not they would materially alter the Order, and Purchaser hereby rejects them. These Terms may be modified only by a written document signed by duly authorized representatives of both Purchaser and Seller, it being understood, however, that Purchaser shall have the right to update these Terms from time to time. In the event Purchaser revises these Terms, Purchaser will provide a general notice of such revisions on the home page of the Purchaser's website promptly thereafter. As such, Seller agrees to review the Purchaser's home page from time to time to determine whether these Terms have been updated. This manual and its terms can be found at [Business \(heinemann-americas.com\)](https://business.heinemann-americas.com), under the Seller Resource tab. Latest Revisions are itemized and can be found on the last page of the on-line document.

Default: Time is of the essence of the Order. Purchaser may by written notice of default to Seller (a) terminate all or any part of the Order if Seller fails to perform, or so fails to make progress as to endanger performance of the Order in accordance with its terms, and does not cure such failure within a period of ten (10) days (or such longer period as Purchaser may authorize in writing) after receipt of notice from Purchaser specifying such failure; and (b) procure, on such terms as it will deem appropriate, goods or services similar to those so terminated. Seller will continue performance of the Order to the extent not terminated and will be liable to Purchaser for any excess costs for such similar goods or services. In lieu of termination for default, Purchaser, at its sole discretion, may elect to extend the delivery schedule and/or waive other deficiencies in Seller's performance, in which case an equitable reduction in the Order price will be negotiated. If Seller for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements of this Order, Seller will promptly notify Purchaser in writing. If Seller does not comply with Purchaser's delivery schedule, Purchaser may require delivery by fastest method and charges resulting from such premium, or other, transportation must be fully prepaid and absorbed by Seller. The rights and remedies of Purchaser provided in this “Default” section will not be exclusive and are in addition to any other rights and remedies provided by the Uniform Commercial Code, by any applicable law, at equity or under the Order including, but not limited to, these Terms.

Changes: At all times Purchaser will have the right to make changes to the Order, including changes to drawings, designs, configurations, specifications, quantities, methods of shipment or packing and delivery schedules or location of delivery. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any work under such Order, an equitable adjustment will be made in the contract price or delivery schedule, or both, and such Order will be modified in writing accordingly. Nothing in this section, including any disagreement with Purchaser as to any claimed adjustment, will excuse Seller from proceeding with this Order as changed. Any claim by the Seller for adjustment under this section must be detailed in writing and delivered to Purchaser within five (5) days after the date Seller receives notification of change. Any change will be authorized only by a duly executed amendment to such Order. Information, such as technical information or guidance provided to Seller by representatives of Purchaser, will not be construed as a change within the meaning of this section. If Seller considers that the conduct of any of Purchaser's employees has constituted a change under this Order, Seller will immediately notify Purchaser's Central Procurement Office, in writing, as to the nature of the change and any proposed adjustment, which will then be subject to this section.

Invoices, payment, and taxes:

(a) Invoices shall be rendered on completion of services or delivery of goods and shall contain the Order Number, item number (including Purchaser's article number), description of goods or services, quantities, unit prices, date(s) rendered and total purchase price. Each invoice must refer to one Order only.

(b) Payment shall be made on the terms specified pursuant to the applicable Order, price list or written agreement, as the case may be. Cash discount periods shall be computed from either the date of actual delivery of the goods or the date an acceptable invoice is received, whichever is later. All claims for money due or to become due from Purchaser shall be subject to set-off by Purchaser arising out of this or any other of Purchaser's Orders with Seller.

(c) Seller recognizes the Purchaser maintains product in a Foreign-Trade Zone and is therefore not intended for domestication. Any Goods purchased as Duty Free under US Customs Bond are not subject to customs duties or federal excise tax.

(d) Unless otherwise noted on the Order, the prices stated on the Order include all applicable sales, use, excise, ad valorem, receipts or other taxes of any nature whatsoever, consular certification fees and import surcharges, and all boxing, packing, shipping, storage and documentation charges. None of the foregoing shall be borne by the Purchaser.

(e) In the event of a good faith dispute regarding any rates and charges, Purchaser shall pay the rates and charges that are not in dispute and shall provide written notice of the dispute within fifteen (15) days of receipt of Seller's invoice. Such notice shall include an explanation of the disputed portion of the rates and charges, the basis of the dispute and a proposed resolution. The Parties shall use commercially reasonable efforts to resolve all disputes in good faith as promptly as possible.

Representations and Warranties:

Seller represents and warrants that (a) all goods and services are free of any claim or encumbrance of any nature by any person, natural or otherwise, and that Seller will convey clear title to Purchaser, (b) all services are performed in a manner acceptable in the industry and in accordance with generally accepted standards, are free from all defects, are fit for the particular purposes for which they are acquired, and are provided in strict accordance with the specifications or other requirements (including performance specifications) approved or adopted by Purchaser, (c) all goods sold will be of merchantable quality, free from all defects in design, workmanship and materials, and fit for the particular purposes for which they are purchased and that the goods and services are provided in strict accordance with the specifications, samples, drawings, designs or other requirements (including performance specifications) approved or adopted by

Purchaser, (d) the prices for the goods or services sold to Purchaser under the Order are not less favorable than those currently extended to any other customer for the same or similar goods and/or services in equal or lesser quantities, and (e) Seller shall not act in any manner, take any action, or fail to take any action, that will violate any law or regulation, whether local, state, federal or international including, but not limited to, any applicable anti-bribery legislation (including without limitation, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010), which, without limiting the scope of any such law, prohibits the offering, giving, or promising to offer or give or receiving, directly or indirectly, money or anything of value to any third party to assist it, them or Purchaser in retaining or obtaining business or in procuring the goods or services. Purchaser's inspection, test, acceptance, or use of the goods shall not affect Seller's obligations under these warranties. Seller shall replace or correct, at Purchaser's option and at Seller's cost, defects of any goods not conforming to these warranties. If Seller fails to correct defects in or replace nonconforming goods within ten (10) days from the date the Purchaser notifies Seller of the defect or defects, Purchaser may, on ten (10) days prior written notice to Seller, either (i) make such corrections or replace such goods and charge Seller for all costs incurred by Purchaser, or (ii) revoke its acceptance of the goods in which event Seller shall be obligated to promptly refund the purchase price and make all necessary arrangements, at Seller's cost, for the return of the goods to Seller. All warranties of Seller herein or that are implied by law shall survive any inspection, delivery, acceptance, or payment by Purchaser. Any attempt by Seller to limit, disclaim, or restrict these warranties or any remedies of Purchaser, by acknowledgment or otherwise, in accepting or performing this Order, will be null, void, and ineffective without Purchaser's written consent.

Indemnity

Seller shall indemnify and hold Purchaser and its affiliates, parent, subsidiaries, shareholders, directors, officers, members, employees and representatives harmless and, on Purchaser's request, shall defend each of them from and against any or all third party claims, demands, litigation, or proceedings of whatever kind, whether based upon negligence, breach of express or implied warranty, strict liability, infringement of intellectual property rights, or any other theory, and from and against all direct, indirect, special, exemplary, incidental or consequential damages of every kind whatsoever, arising out of, by reason of, or in any way connected with the goods and/or services, the design, manner of preparation, manufacture, construction, completion, or delivery or non-delivery of any goods and/or services by Seller, any breach by Seller of any of its obligations hereunder, or any other act, omission or negligence of Seller or any of Seller's employees, workers, servants, agents, subcontractors, or agents of Seller. Seller shall, on request, pay or reimburse Purchaser or any other party entitled to indemnification hereunder for all costs and expenses, including attorneys' fees, as incurred by Purchaser or such other party in connection with any such claim, demand, litigation, proceeding, loss, or damage. In addition, for infringement claims, Seller will, without limiting the aforementioned indemnification obligations, at its own expense and at Purchaser's option, either procure for Purchaser the right to continue using the allegedly infringing item, replace it with a non-infringing equivalent, or remove it and refund the purchase price and the transportation and installation costs thereof.

Limitation of Liability

PURCHASER'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS ORDER IS LIMITED TO THE AMOUNT PAID BY PURCHASER FOR THE GOODS AND/OR SERVICES. TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, PURCHASER SHALL NOT BE LIABLE UNDER THIS ORDER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUES EVEN IF PURCHASER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Change in Price

The Order must not be filled at a price higher than the price specified in the applicable price list. Purchaser will be entitled at all times to set off any amount owed at any time to Seller or any of its affiliates by Purchaser or any of its affiliates against any amount payable at any time by Purchaser in connection with the Order. No extra charges of any kind will be allowed unless specifically agreed to beforehand in writing by the Purchaser. All applicable taxes arising out of transactions contemplated by the Order will be borne by Seller except as otherwise specified by the parties in writing. If Seller reduces its prices for such goods and/or services during the term of this Order, Seller shall correspondingly reduce the prices of goods and/or services sold thereafter to Purchaser under this Order. Regarding pricing, once an Order is issued, Seller has 15 days of receipt to confirm correct pricing, otherwise submitted price will be binding, which will be equal to or less than current agreed price list if different.

Resale Certification

The Buyer hereby certifies that all Goods covered by the Order are purchased for resale in the form of tangible personal property.

Inspection

All goods and services will be subject to inspection and test by Purchaser at all times and places, including the period of manufacture and in any event prior to final acceptance. Final acceptance or rejection of the goods or services will be made as promptly as practical after delivery except as may otherwise be specified in the Order, but failure to inspect and accept or reject goods or services or failure to detect defects by inspection, will neither relieve Seller from responsibility for such goods or services that are not in accordance with the Order nor impose liabilities on Purchaser for them. Purchaser's payment for the goods shall not constitute its acceptance of the goods. Goods rejected and goods supplied in excess of quantities ordered may be returned to the Seller at Seller's expense. Payment, if any, made for any goods rejected hereunder shall be promptly refunded by Seller. Seller will provide and maintain an inspection and process control system acceptable to Purchaser covering the goods and services ordered. Records of all inspection work by Seller will be kept complete and available to Purchaser during the performance of the Order and for seven (7) years after Seller's completion of the Order. If any of the goods or services are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of the Order, including any applicable drawings and specifications, then Purchaser, in addition to such other rights and remedies it may have by contract or by law or equity, at its sole discretion may reject and return such goods at Seller's expense, require Seller to inspect the goods and remove nonconforming goods and/or require Seller to replace nonconforming goods or services with conforming goods or services. If Seller fails to make the necessary inspection, removal, and replacement in a time and manner satisfactory to Purchaser, Purchaser may at its option inspect and sort the goods; Seller will be liable for and pay any and all related costs.

Insurance

Seller will maintain Comprehensive General Liability (including Contractual Liability coverage insuring the liabilities assumed in these Terms), Automobile Liability and Employers' Liability insurance with limits as reasonably required by Purchaser, as well as appropriate Workers' Compensation insurance that will protect Seller from all claims under any applicable workers' compensation and occupational disease acts. At Purchaser's request, Seller will furnish to Purchaser a Certificate of Insurance completed by its insurance carrier(s) certifying that the required insurance coverage is in effect, with waiver of subrogation, naming Purchaser as an additional insured, and containing a covenant that such

coverage will not be canceled or materially changed until ten (10) days after prior written notice has been delivered to the Purchaser

Purchaser's Property and Designs

Tangible, intangible or intellectual property, whether under copyright, trademark, patent or trade secret, including proprietary designs (computer files, renderings, CAD files and other similar files included) of any nature furnished to Seller by Purchaser or specifically paid for in whole or in part by Purchaser, and any replacements or attachments, are the property of Purchaser and, unless otherwise agreed in writing by Purchaser, will be used by Seller solely to render services or provide goods to Purchaser. Seller will not substitute any property or take any action inconsistent with Purchaser's ownership of such property. While in Seller's custody or control such property will be held at Seller's risk, will be kept insured by Seller at its expense for its replacement cost with loss payable to Purchaser, and will be subject to removal at Purchaser's written request, in which event Seller will prepare such property for shipment and redelivery to Purchaser in the same condition as originally received by Seller, reasonable wear and tear excepted, all at Seller's expense.

Confidentiality or Proprietary Information

Notwithstanding any document marking to the contrary, any knowledge or information that the Seller has disclosed or may later disclose to Purchaser, and which in any way relates to the goods or services covered by this Order will not, unless otherwise specifically agreed to in writing by Purchaser, be deemed to be confidential or proprietary information, and will be acquired by Purchaser, free from any restrictions. Seller will not transmit to Purchaser any sensitive personal information, including, but not limited to, identified health information, financial information, social security numbers, biometrics or other personally identified or identifiable information of like sensitivity. Seller will keep confidential any technical, process, economic, banking, or other information derived from drawings, specifications and other data furnished by Purchaser in connection with the Order (in whatever form or format) and will not divulge, export, or use, directly or indirectly, such information for the benefit of any other party without obtaining Purchaser's prior written consent. Except as required for the efficient performance of this Order and only for such purpose, Seller will not use such information or make copies or permit copies to be made of such files, drawings, specifications, or other data without the prior written consent of Purchaser. Upon completion or termination of the Order, Seller will promptly return to Purchaser all materials incorporating any such information and any copies. Seller agrees that no acknowledgment or other information concerning this Order and the goods or services provided will be made public by Seller without the prior written agreement of Purchaser. In case any of HAI's property or information under Seller custody becomes public, is shared with third parties intentionally or unintentionally or is acquired by a third party through illicit means, Seller agrees to immediately inform HAI in writing of the occurrence and Seller agrees to take all actions needed to remedy the situation in the shortest term possible and in accordance to the Law.

Legal Notice

Non-assignment: Assignment of the Order, any interest in it, any delegation of duties or any payment due or to become due under it, without the written consent of the Purchaser, will be void. An assignment will be deemed to include not only a transfer of the Order or such interest or payment to another party but also a change in control of Seller, whether by transfer of stock or assets, merger, consolidation, or otherwise.

Transportation: Pricing will be established based on agreed Incoterms (Terms Agreement) provided on the front of the Order. In accordance with agreed Incoterm, title and risk of loss shall not pass to Purchaser until delivery of the goods to the location designated on the face of the Order and acceptance by Purchaser. If Purchaser rightfully rejects the goods, receives a non-conforming tender, or revokes its acceptance, risk of loss and title shall be deemed to have remained with Seller. For shipment Delivery Terms, DAP, DDP, DPU, the responsibility for freight-damaged merchandise will be

assumed by Seller. No charges for unauthorized transportation will be allowed. Any unauthorized shipment, which will result in excess transportation charges, must be fully prepaid by the Seller. Seller will not declare any value for carriage or full risk insurance on such materials shipped by any mode of transportation, Air, Rail, Ground, Ocean, or Courier Service, unless already included in the quoted price of the goods in alignment with agreed Incoterms.

Anticipation of delivery schedule: Unless otherwise agreed in writing, Seller will not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Purchaser's delivery schedule. Goods shipped to Purchaser in advance of schedule may be returned to Seller at Seller's expense.

Seller's inventory: Purchaser will have no obligation to request quotations or place Orders with Seller, both of which will be in Purchaser's sole discretion. Purchaser acting in its sole discretion will determine the actual quantity of goods or services to be purchased. The quantity of goods or services, if any, specified in forecasts supplied by Purchaser from time-to-time, or otherwise, is an estimate only and is non-binding. Seller bears sole responsibility for managing Seller's raw material, work in process, and inventory, and Purchaser will have no liability with respect thereto (whether upon termination of this Order or otherwise) other than in connection with termination as otherwise provided under these Terms.

Force majeure: Purchaser may delay delivery and/or acceptance occasioned by causes beyond its control including, but not limited to, the following: (a) acts of God; (b) flood, fire, earthquake, explosion, epidemics, pandemics or quarantine; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes, or blockades in effect at such time; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) telecommunication breakdowns, power outages or shortages, or lack of warehouse or storage space.

Remedies: Each of the rights and remedies reserved to Purchaser in this Order shall be cumulative and additional to any other remedies provided in law or equity. No delay or failure by Purchaser in the exercise of any right or remedy shall affect any such right or remedy and no action taken or omitted by Purchaser shall be deemed to be a waiver of any such right or remedy.

Publicity: Seller will not use Purchaser's name or logo in publicity, advertising, or similar activity, except with Purchaser's prior written consent. Seller will not disclose the existence of an Order or any of its respective terms to any third party without Purchaser's prior written consent.

Documentation: It is agreed that all technical documentation and other literature necessary for the proper use of the goods or services will be provided to Purchaser with the goods or services, unless otherwise directed by Purchaser, and its cost is included in the price.

Governing law: This Order, these Terms, and all related transactions, will be interpreted under and governed by the laws of the State of Florida in the United States of America without regard to its conflict of law principles.

All civil actions filed as result of disputes arising out of these Terms and related transactions shall be filed solely and exclusively in the court of proper jurisdiction in Miami-Dade County, Florida, and the laws of the State of Florida and / or applicable United States federal law shall apply. If any provision in these Terms violates any applicable law, that provision will be ineffective to the extent of the violation without invalidating any other provision included in these Terms and Conditions.

Dispute resolution: Disputes arising under this Agreement will be resolved by the parties through good faith negotiations in the ordinary course of business. Any dispute not so resolved will be submitted for binding arbitration, at the written

request of either party, before a single arbitrator under the JAMS Streamlined Arbitration Rules and Procedures in Miami-Dade County, Florida. Selection of the arbitrator will be by mutual agreement of the parties or, failing agreement within twenty (20) days, by JAMS pursuant to its then-current rules. The amount and responsibility for payment of arbitration costs will be one of the issues decided by the arbitrator, whose decision will be in accordance with these Terms. No damages excluded by or in excess of the damage limitations set forth in these Terms shall be awarded. During any such arbitration, the parties will continue diligent performance consistent with these Terms and any active Order. The arbitrator will render a written decision stating reasons therefore in reasonable detail within ninety (90) days after commencement of the proceeding. The provisions of this section, and any award issued by an arbitrator, may be enforced by either party in any court of competent jurisdiction. Arbitration is the exclusive remedy for disputes arising under this Agreement.

Waiver; modification: No claim or right arising out of a breach of the Order can be discharged in whole or in part by a waiver or renunciation of the claim or right unless supported by consideration and in a writing signed by the aggrieved party. The failure of Purchaser to enforce at any time or for any period of time any of the provisions hereof will not be construed to be a waiver of such provisions or of the right of Purchaser thereafter to enforce each and every such provision.

Notices: All notices, consents, waivers, and other communications required or permitted to be given pursuant to the Order, shall be in writing and shall be deemed to have been delivered either (i) on the delivery date, if personally delivered, or if delivered by confirmed facsimile or e-mail, (ii) one (1) business day after delivery to any national overnight courier directing delivery on the next business day, receipt requested, or (iii) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, with adequate postage affixed thereto. All notices to Purchaser shall be sent to Heinemann Americas Inc., at 550 Biltmore Way, Suite 700 Coral Gables, Florida 33134, USA to the attention of the Purchasing Department and to Seller at its address as set forth in this Order, or at such other address as either party may designate in writing to the other party.

Severability: If any provision of the Order shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, such provision shall not affect any other provision or provisions contained in the Order.

Paragraph titles: The paragraph titles are solely for convenience of reference and shall not affect the meaning or construction of any provision of the Order.

Entire agreement: Provided that there is no written agreement, duly executed by both parties, applying to the transaction, these Terms are intended by the parties as a final expression of their agreement with respect to such Order. No course of prior dealings between the parties and no usage of the trade will be relevant to determine the meaning of these Terms even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.

Termination: Purchaser may terminate all or any part of the Order for convenience at any time by written notice to Seller. Upon such termination, Purchaser's liability will be limited to reasonable termination charges mutually agreed by Seller and Purchaser, provided that Seller must specify any proposed charges in writing within fifteen (15) days after termination. The Order shall terminate automatically, without notice, if Seller becomes insolvent or the subject of any proceeding under the laws relating to bankruptcy or the relief of debtors.

Compliance with the Laws Representation and Warranty

Seller represents and warrants that it is in compliance with, and all goods and/or services supplied hereunder have been produced or provided in compliance with, the applicable provisions of all federal, state, or local laws or ordinances and

all related lawful orders, rules and regulations. Seller shall comply with any provisions, representations, or agreements, or contractual clauses required to be included or incorporated by reference or operation of law in any Order. Seller shall be required to obtain and pay for any license, permit, inspection or listing by any public body or certification organization required in connection with the manufacture, performance, completion or delivery of any good and/or service.

Seller Code of Conduct (GH Code of Ethics)

• Respect and Integrity

“Treating each other with respect strengthens our sense of community and encourages intercultural cooperation at Gebr. Heinemann.” Max Heinemann, CEO

- ✓ We always consider the impact that individual behavior can have on the reputation of Gebr. Heinemann
- ✓ We actively promote equal opportunities
- ✓ We do not tolerate bullying or harassment in any form, including sexual harassment
- ✓ We do not discriminate against anybody on the basis of their ethnic origin, religion, nationality, skin color, gender, sexual orientation, age or disability
- ✓ All communication must be truthful and factually correct. We will not knowingly produce materials containing false statements, presumptions or images

• Human Rights and the Work Environment

“Promoting human rights and creating an appropriate work environment form the basis of our respectful approach towards our employees.” Max Heinemann, CEO

- ✓ We firmly reject any form of child or forced labor
- ✓ We respect and promote freedom of association, freedom of opinion, and the right to collective bargaining. Any restrictions arise solely from our obligations concerning data protection and safeguarding commercial confidentiality, as well as the responsibility of every employee to protect the company's reputation
- ✓ We respect the existing legislation on minimum wages and remuneration, and working hours. We pay promptly and reject payroll deductions for disciplinary purposes
- ✓ We guarantee a safe and healthy work environment. Our general rule is to avoid security risks

• Environmental Protection

“It is our duty to protect the natural environment and minimize the impact we have on the environment wherever possible.” Raoul Spanger, COO

- ✓ We take care to utilize resources efficiently and invest in protecting the environment through new technologies, processes and materials
- ✓ We restrict our use of raw materials, energy, water, and other goods to that necessary for responsible corporate governance. We seek opportunities where Gebr. Heinemann can reuse or recycle resources, or reduce their use. We also encourage our business partners to reduce their negative impact on the environment, in particular through:
 - Reduction of packaging and processing materials
 - Reduction of plastics and micro-plastics
 - Reduction of greenhouse gas emissions
 - Increasing the use of recycled and recyclable materials

• Fair Competition

“We are committed to fair competition and expect the same from our business partners.” Raoul Spanger, COO

- ✓ We act fairly with regard to competition and conduct our business in compliance with competition laws
- ✓ We do not tolerate money laundering and conduct all business in compliance with money laundering legislation
- ✓ We conduct all business in compliance with antitrust legislation

- ✓ We always treat our competitors with respect

- **Anti-Corruption and Conflicts of Interest**

“Gebr. Heinemann condemns corruption and perceives doing so as part of its responsibility towards society.” Stephan Ernst, CFO

- ✓ We do not give, encourage or accept bribery in any form
- ✓ In the event of a potential conflict of interest, employees must inform their line manager and jointly develop a suitable and transparent solution
- ✓ When handling product samples, invitations, gifts, donations and other benefits we abide by the principles of legality, responsibility and propriety

- **Confidentiality and Data Protection**

“We consider our company to be trustworthy, characterized by our efforts to respect the confidentiality of personal data and safeguard it against unauthorized access.” Stephan Ernst, CFO

- ✓ We maintain the confidentiality of business transactions entrusted to us, both during as well as after completion of the business relationship
- ✓ We conduct all business in compliance with the applicable privacy policies. Personal data relating to employees and business partners - including but not limited to customers - is processed exclusively within the framework of the relevant policies and guidelines and is safeguarded against unauthorized access

- **A Responsible and Secure Supply Chain**

“Gebr. Heinemann’s core business is in areas subject to strict safety regulations (e.g. airports or airlines). This requires particular safety measures for storage and transport.” Dr. Dirk Schneider, CCO

- ✓ To ensure the integrity of all deliveries, we take particular care to prevent unauthorized third-party access at all process stages (e.g. storage, handling, packaging, transport). Our main methods are implementing access and admission controls, employee background checks and staff training. Our transportation partners must adopt similar measures
- ✓ We expect our Sellers to contribute towards the highest level of security possible through implementing their own security measures

- **Animal Welfare**

“Gebr. Heinemann supports animal welfare. All animal and animal-related products must conform to industry best practice.” Max Heinemann, CEO

- ✓ All products must comply with local and national animal welfare legislation
- ✓ Gebr. Heinemann and Heinemann Americas encourages its business partners to take all reasonable efforts to ensure that animal testing on consumer and industrial products is only used as a last resort to guarantee they are safe for consumption, or if it is legally required

Ethical Conduct of Business Partners

Heinemann Americas, Inc. considers all organizations from which it procures products or services to be of vital importance to its ongoing success. We therefore expect our business partners to provide products and services that are in full compliance with the requirements set out in this Code of Ethics.

Compliance

Our business partners are responsible for strict adherence to all applicable laws and regulations, whether local, national or international. They must make all necessary provisions to ensure they meet the requirements set out in this Code as well as any established by themselves or by other business partners within their supply chain. In the case of suspected breaches of the Code, our business partners agree to provide Heinemann Americas with all relevant information. Moreover, if there is a breach of the Code, Heinemann Americas reserves the right to respond appropriately in accordance with the severity of the breach. This could range from a demand for the immediate remedy of the breach to termination of the business contract.

Heinemann Americas reserves the right to further develop this Code and publish updated versions.

INCOTERM (Shipping Terms)

Heinemann Americas Inc. has three preferred INCOTERMS based on the applicable version of these rules. As of this publishing reference is now made to INCOTERMS 2020. HAI will utilize these terms universally for both domestic and international shipments.

FCA (Named Place of Delivery) HAI and Seller will determine place of transfer at origin. The Seller will be responsible for packaging, loading, documentation, and export clearance and will be noted as exporter of record. HAI will be responsible for pick up at agreed location (Seller Warehouse or other named location) and HAI will make arrangement to pick up goods and route to final destination. Risk transfers at the time of loading of HAI's designated Carrier.

DAP (Delivered At Place of Destination) This term will be used for Both Domestic and International Shipments where a named place of destination will determine the point of transfer and risk between the Seller and the Buyer. It is important that the agreed place of transfer is clearly identified with this terms.

Examples of this would be:

DAP (Heinemann 3rd Party Warehouse Miami)

This could be used Domestic Bonded Goods to HAI, where Seller will deliver to the 3PL Warehouse directly or to a designated Port Agent address or International Inbound goods, where the Seller will manage the final mile to the HAI 3PL Warehouse.

DAP (Miami Airport) or (DAP (Miami Seaport)

This application replaces former Incoterm 2010 DAT and will primarily be used for Import to US or Drop Shipments to a Foreign Port (airport or seaport), offloaded and made ready for pick up.

Note: any customs delays, demurrage, detention, fines, or penalty resulting from noncompliance with required notification, permits, or other regulatory requirements will be sole responsibility of the Seller

In all scenarios, the Seller is responsible for risk and cost of delivery to the named place of destination. HAI will be responsible for any customs formality and processing into HAI's FTZ warehouse or Port Agent Partner.

DDP (Delivered Duty Paid) Delivered Duty Paid will primarily be utilized for Domestic Duty Paid items to HAI 3PL warehouse. This may also be used for hand carries in same market (local itinerary gifts) and / or domestic direct shipside delivery when requested goods are delivered Duty paid . Full transportation, risk, and clearance (if any) are the responsibility of the Seller.

Any exception to these Terms needs to be requested to the Head of Commerce.

Please see Appendices for more information on Incoterms

FILL RATE OF ORDERS

General

HAI will monitor and ensure that each Seller provides an average first-pass line fill rate of at least ninety percent (90%), measured monthly. Fill rates are calculated at the purchase order line level as quantity received on the first pass (initial receipt) divided by quantity ordered. Each purchase order line first pass fill rate is weighted equally in the calculation of an average first pass fill rate for all purchase order lines received during the month. Orders received with less than targeted fill rate, will be subject to a non-compliance chargeback.

Partial and Back Orders

HAI expects all orders to be shipped in full and complete. Partial and Back Orders are not acceptable

Substitutions

No product substitutions are permitted

Split Shipments

Seller is expected to ship product under one Bill of Lading. The Seller must ensure they send the order complete at the time of shipment.

SHIPMENT REQUIREMENTS AND COMPLIANCE

Order Confirmation (Communication, Lead-time, and Documentation)

Pre Alerts/Confirmations

- (a) **Pre-Alerts** will be made in advance of shipments as required by Law and HAI policy.
 - **Upon PO placement** the Seller will confirm back within 2 Business days, availability of product requested and ability to meet the “Expected Delivery Date” or “Planned Shipment” Date based on agreed Incoterm and Lead times.
 - (a) Any modification and changes need to be agreed upon and PO revised prior to shipping.
 - (b) Order Receipt and Confirmation must be sent to HAI Planning Team at hai.planning@heinemann-americas.com
 - **For Seller Routed Shipments**, an E-mail Pre-alert must be sent to **HAI 3 Business days in advance of shipment**.
 - (a) This will include the invoice, packing list, and BL (Bill of Lading) / AWB (Airway Bill)
 - (b) Any Regulatory Documentation Required (see section below)
 - (c) All Routing and Carrier Information
 - (d) PO Reference, Total Carton/Pallet count/and Estimated Date of Arrival to HAI’s 3PL, or to Terminal of Arrival.
 - (e) The subject line of the E-mail notification must reference both the purchase order number and associated invoice number.
 - (f) Shipment Advice should be sent to Inbound Logistics at hai.csr.inbounds@heinemann-americas.com with copy to hai.planning@heinemann-americas.com

- **For Shipments under FCA Terms and/or where HAI is responsible for Transportation Coordination;** Communication of Shipment Readiness should be sent 5 business days prior to agreed Expected Shipping Date to meet lead-time requirements.

- (a) This will include Invoice and packing list
 - (b) Any Regulatory Documentation Required (see section below)

- **Content of Shipment Advice:**

- (a) E-Mail**

Sellers will provide the following key information in the Subject and Body of the E-mail Alert:

- **Subject:** PO Reference and Seller Name
 - If Cross dock PO, Include the Name of Ship
 - **Body of E-mail:**
 - Agreed upon Incoterms
 - Total Piece and Pallet Count
 - Shipment Weight and Dimensions (Collect)
 - Carrier Name and Routing information (Prepaid)
 - Bill of Lading or Tracking number (Prepaid)
 - Mode of Transportation
 - All Data Elements required for International Security Filing (ISF) (Prepaid Ocean Shipments)
 - ETA (Prepaid)
 - For International Port or Airport of Arrival
 - Date Goods are available, hours of operation, and Warehouse contact information (HAI Routed Shipments)
 - Specify any special handling requirements, such as Hazmat, ATF/TTB, CITES, Bonded, Temp Control, etc., than may apply.

- (b) Attachments**

- Commercial Invoice
 - Packing List
 - Safety Data Sheet (Hazmat)
 - Any Required Regulatory Documents
 - Eg: CITES Certificates, Hazmat Declaration, Lacey Act Declaration, etc..

IMPORTANT NOTE: In addition to a PDF version of your Invoice, HAI requires an Excel version of the same invoice, referencing HAI's Article Number.

Invoices/credit notes/debit notes should also be sent to accounting@heinemann-americas.com and invoices@heinemann-americas.com.

The subject of the email with invoices, must contain purchase order number reference and invoice number (Example: PO45xxxxxxxxx invoice 123456789)

We do not take any responsibility for the delay of payment of non-received invoices on the correct email accounts.

DATE FORMAT: All Documentation needs to be in US Format of MM/DD/YYYY

Import/Export General Requirements

Import Air Shipments:

Shipments should be routed to arrive during normal Business Days (Monday-Friday excluding US Holidays) to avoid Storage Charges at destination Airports.

Required Notifications for Ocean Import (ISF 10+2) to the United States

For Shipments arriving into the United States, US Customs and Border Protection (CBP) requires Electronic Filing of Key Information in compliance with Importer Security Filing (ISF) 24 hours in advance of goods being loaded on a vessel in a foreign port.

HAI Seller must provide the required 12 elements of information (10+2) to our designated Customs Broker, 5 days prior to loading to ensure our compliance with these regulation.

Below is a list of data elements that are required to be included in the ISF:

- Manufacturer or Seller name and address
- Seller name and address
- Information who loaded the goods into the container – can be a seller or NVOCC carrier (consolidator name and address)
- Address of the place from which the goods were loaded into the container – container stuffing location
- Buyer name and address
- Name and address of receiving party (ship-to name and address)
- Internal Revenue Service Number – the assigned number for the entity or company in the United States to which the goods are shipped (consignee number)
- Country of origin of the goods
- [Commodity Harmonized Tariff Schedule](#) (HTS) number
- FTZ Number (Foreign Trade Zone) – the entity liable for payment of duties and taxes (importer of record number)

The other two elements that must appear in the document:

- Vessel stow plan
- Container status messages

Late notification by a Seller resulting in a fine or assessment will be billed back to the Seller. Failure to file ISF (**\$5,000 per shipment**) Late filing of ISF (\$5,000 per shipment) Incomplete filing of ISF (\$5,000 per shipment) Failure to withdraw ISF (\$5,000 per shipment)

At the time or the Pre-Alert to Heinemann Americas, the above mentioned elements, Ocean, Bill of Lading and Booking number must be provided.

Importer Security Filing '10+2' | U.S. Customs and Border Protection ([cbp.gov](https://www.cbp.gov))

MID (Manufacturing Identification code) and Country of Origin

As required under stricter security screening standards, HAI requires that all items purchased include the Manufacture Identification Code (Description) on all Commercial and/or Proforma Invoices. The “MID” is an alternative to the full name and address of a manufacturer, and is always required for U.S. formal customs entries, regardless of bonded status. It is also used to confirm accepted trading partners and countries.

In addition, HAI also requires a two character Country of Origin code that corresponds with the MID address. Note: SID or Supplier Identification Numbers are not acceptable replacements.

Bills of Lading (USA) or Transport Order (Europe/Asia)

All Bill of Lading will have key information including the following:

- Shipper Information
- For shipment to our US 3rd Party Warehouse Consigned as:

Heinemann Americas Inc.
C/O Ceva Logistics - USA | Miami
13650 NW 17 ST - Miami, FL, 33182
Door # 22
Attn: FTZ Administrator / Documentation Supervisor /
Direct: (+1) 786-482-7511 /
Email: us.mia.ib-hm@cevalogistics.com
(FIRMS Code O999 – FTZ# 0281059 – FILER CODE 408).

- Notify Party where required
- Total Pallets and Case Counts
- Generic description of goods
- Weight and Cube of total packages
- Agreed Incoterms
- Any Special Handling requirements or Regulatory Notations (e.g.: Temperature, or Hazmat references)
 - This includes any references to Special Registrations or Permits required by local authorities.
- Ocean Shipments need to be issued as “Express Release”
- For International Drop shipment:
 - In Handling Information, the notation “ Ship Stores in Transit”
 - Shipments must be Consigned to HAI Port Agent Partners as Follow:

M/V “NAME OF SHIP”
Ship Stores in Transit
C/O “Port Agent Name”
Port Agent Address
Port Agent Contact Information

Bill of Lading, Commercial Invoice and Packing List must reference relevant HAI Purchase Order Number(s).

Commercial Invoices

All invoices provided by the seller, must include the following information:

- Full Shipper, Consignee, and Notify Parties.
- Payor or Billing party as per Purchase Order
- Quantities of packages, including type of packaging such as pallets and cases .
- Detailed description of goods including
 - Composition of Items and Use
 - For textiles: Material and Fiber Content
 - style, color , size, or other distinguishing characteristic as if required
 - For Bonded Goods
 - US Harmonized Tariff code to at least six digits
 - Unit of Measure based on Harmonized code e.g.:
 - Precious Metals in Grams
 - Fibers in Fiber Meters
 - Alcohol in Proof Liters
 - Goods falling under specific regulations need to be noted. This includes Permits, Certifications, Registration numbers, etc.
 - Examples include, but not limited to :
 - Federal Food and Drug Administration (FDA)
 - FDA Registration Number
 - Manufacture Name and Address
 - Product Name
 - FDA NDC (National Drug Code)
 - Quantity and Unit of Measure as required by the appropriate classification.
 - If Applicable for Eyewear and Sunglasses
 - Device Listing number
 - DEV (Device Foreign Manufacture’s Registration Number)
 - Impact Resistance Test/Drop ball Test
 - Department of Agriculture(USDA) Lacey Act Permit numbers
 - Any Environmental Protection Agency (EPA) permits or exemption
 - Fish and Wildlife Permits such as CITES permits
 - Other Local State and Federal Agency references that apply
- Agreed Upon Incoterms
- Payment Terms
- Mode of Transport
- Any applicable Discounts, incentives, or rebates.
- Products with a defined Shelf Life must include a Best By Date (BBD) or Expiration date, as well as Date of Manufacture. Example of product included in the grouping may

include, but not limited to: Confectionary, Over The Counter Drugs, Sunblock, Tobacco Products, certain Liquors, etc.

- Reference to HAI Purchase Order and number
- Line Item and Extended Cost in USD (United States Dollars)
- Total Item and Cost Summary per invoice
- Manufacture Identification (MID) as described in an earlier section

Packing List

In General a Packing List must be included with every shipment. Packing List must align with the Commercial Invoice, and is specific to just one Purchase Order Number.

Similar to the Commercial Invoice, Packing List should include the following key pieces of information per PO:

- Full Shipper, Consignee, and Notify Parties
- Payor or Billing party as per Purchase Order
- Quantities Ordered and Quantities Shipped
- Quantities of packages, including type of packaging such as pallets and cases
- Detailed description of goods
- Quantity and Content by Carton Number Reference
- Item weight and unit of measure
- Totals per Packing list/PO (units, weight, packaging type)
 - Subtotal by style, color , size, or other distinguishing characteristic as if required
- Vendor and HAI Item number
- References to HAI Purchase Order and Sellers Invoice Number

Product Regulations and Compliance (PGA- Partnering Government Agencies)

General:

Certain products and/or products being imported into the United States are subject to various regulatory agencies and tariffs including, but not limited to: Federal Food and Drug Administration (FDA), US Fish and Wildlife Service (FWS), United States Department of Agriculture (FDA), Environmental Protection Agency (EPA). In addition, goods considered as Hazardous Material are subject to specific Marking/Labeling/and Documentation requirements based on the mode of transport for each conveyance, such as United Nation/International Civil Aviation Organization (ICAO) as described in the International Air Transport Association (IATA) Dangerous Goods Regulations , International Maritime Dangerous Goods Code (IMDG), US Department of Transportation (DOT), and any other local regulating agencies.

It is the Seller sole responsibility to understand and take necessary steps to ensure compliance with any current regulations as they apply to the product which is being offered to Heinemann Americas, Inc.

Below are current minimum requirements. The Seller needs to check periodically for updates and changes and comply accordingly.

United States Fish and Wildlife Services (FWS):

The U.S. Fish and Wildlife Services defines Fish and Wildlife as any wild animal, whether alive or dead, including without limitation any wild mammal, bird, reptile, amphibian, fish, mollusk, crustacean, arthropod, coelenterate, or other invertebrate, whether or not bred, hatched, or born in captivity, and including any part, product, egg, or offspring thereof. Items fitting this definition are subject to U.S. Fish and Wildlife Service Import and Export Requirements

Items considered regulated must be approved by this agency prior to shipment.

All items covered by this agency must include Common and Scientific names and Country of Origin on the Commercial invoice .

Anything under a permit must also be referenced on Bills of Lading and accompanying documentation as required.

Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES).

Also regulated by U.S. Fish and Wildlife Services, CITES is an international agreement, signed by 184 parties, designed to ensure that international trade in animals and plants does not threaten their survival in the wild. The treaty was drafted in Washington, D.C. in 1973 and entered into force in 1975.

Items containing goods considered endangered under this convention require a Special Permit. Items containing species protected under CITES commonly appear as shoes and purses made from caiman, alligator, crocodile, or python. They also may appear in Several natural ingredients used in cosmetics are listed under CITES. Some examples include the following, but this list is not exhaustive:

Orchids	Certain aloe species	Black tree fern
Caviar	Rosewood oil	
Cacti	Agarwood oil	

Sellers are responsible for being aware of products that may be regulated under this convention. If applicable, permit number must be listed on the face of the Bill of Lading. **Any Items regulated by CITES must be packaged and shipped under a separate Purchase order and Bill of Lading.**

Alcohol and Tobacco Tax and Trade Bureau (TTB)

U.S. Department of the Treasury's [Alcohol and Tobacco Tax and Trade Bureau \(TTB\)](#) is responsible for all inquiries in regards to the:

- Manufacture, wholesale and importation of alcohol and tobacco;
- Regulating the alcohol and tobacco industries and Special Occupational TAX (SOT); and
- Collection of the Alcohol, Tobacco, Firearms and Ammunition Excise Taxes imposed on manufactures and importers of these products.

TTB is responsible for tracking all items under Customs bond, either imported or transferring from a domestic TTB export warehouse. All Sellers of Tobacco Items must ensure the proper documentation is provided in advance of receipt into our Third Party Free Trade Zone Warehouse to ensure proper transfer and entry.

Product must be clearly identified by type, E.g. Cigarettes, Cigars, etc., and be accompanied with the correct TTB form such as a TTB F5011.14.11, and so forth.

It important to ensure the correct unit of measure is reflected.

The Seller must be fully compliant with these regulations. For more information, please visit the TTB website for more detailed information: [TTBGov - Importers/Wholesalers Laws and Regulations](#)

United States Department of Agriculture (USDA)

The USDA provides leadership on food, agriculture, natural resources, rural development, nutrition, and related issues based on public policy, the best available science, and effective management.

In regard to this Manual, the Primary focus of this Agency is in relation to wood product or final packaging made of wood.

Covered under “The Lacey Act”, combats illegal trafficking of wildlife, fish, and plants. The 2008 Farm Bill amended the Lacey Act (16 U.S.C. §§ 3371-3378) and extended its protections to a broad range of plants and plant products, making it unlawful to import into the United States any plant or plant product that was illegally harvested. It also makes it unlawful to import certain products without a declaration.

Requirements for filing and how to file can be found on the following website:

Declarations can be filed through **Automated Commercial Environment (ACE) or Lacey Act Web Governance System (LAWGS)**.

Environmental Protection Agency (EPA)

Specific to this Manual, EPA under the Toxic Substances Control Act of 1976 provides EPA with authority to require reporting, record-keeping and testing requirements, and restrictions relating to chemical substances and/or mixtures. Certain substances are generally excluded from TSCA, including, among others, food, drugs, cosmetics and pesticides.

Products most impacted are chemical cleaners used for Jewelry or Leather and products made of or containing composite wood.

Please note Composite woods include Hardwood Plywood, all Medium Density Fiberboard (MDF), and Particle Boards.

Sellers are encouraged to review the US Code of Federal Regulations Citation 40 CFR Part 770 for detailed applications and required compliance:

<https://www.ecfr.gov/current/title-40/chapter-I/subchapter-R/part-770>

United States Food and Drug Administration (FDA)

The Food and Drug Administration is responsible for protecting the public health by ensuring the safety, efficacy, and security of human and veterinary drugs, biological products, and medical devices; and by ensuring the safety of our nation's food supply, cosmetics, and products that emit radiation.

Products subject to these regulations include, but are not limited to Perfumes, Cosmetics, Food, Candy, Sunglasses, Medical devices, Motions Sickness band, Beverage Products (including Alcoholic Beverages), etc...

Articles Regulated by this Agency cannot be altered or misbranded and must be in full compliance with the Federal Food, Drug and Cosmetic Act as stated in the US Code of Federal Regulations Title 21 Chapter 9.

In 2002 the FDA issued the Bioterrorism Act requiring all imported merchandise subject to these regulations to obtain the appropriate registrations and **Prior Notice** filings in compliance to this Act.

As noted in the Invoice Section of this manual, when goods are subject to these regulations, Documents must reflect appropriate information such as FDA Registration numbers, Manufactures and Address, Product Name and FDA Code, Quantities in the correct units of measurement and so on.

The Seller is required to include this information in the shipment Pre-Alert, in accordance with the Pre-Alert timelines section of this Manual.

Consumer Product Safety Commission (CPSC)

Reese's Law, signed in 2022, has placed safety requirements on consumer products containing button cell or coin batteries in a significant stride towards enhancing child safety.

16 CFR 1263

In September 2023, the Consumer Product Safety Commission (CPSC) published a direct final rule (16 CFR 1263) establishing performance and labeling requirements for products containing these batteries.

ANSI/UL 4200A-2023

In September 2023, ANSI/UL 4200A-2023, the Standard for Safety for Products Incorporating Button Batteries or Coin Cell Batteries voted as the mandatory safety standard for consumer products containing button cell or coin batteries, ensuring the performance and labeling requirements of 16 CFR part 1263.

Per ANSI/UL 4200A-2023, the requirements are as follows:

Battery compartments containing replaceable button cell or coin batteries must be secured such that they require the use of a tool or at least two independent and simultaneous hand movements to open.

Products containing or designed to use one or more button cell or coin batteries, regardless of whether such batteries are intended to be replaced by the consumer or are included with the product or sold separately must not allow such batteries to be accessed or liberated as a result of use and abuse testing.

- The packaging for the overall product must bear a warning.
- The product itself must bear a warning, if practicable.
- Accompanying instructions and manuals must include all the applicable warnings.

[Federal Register :: Safety Standard for Button Cell or Coin Batteries and Consumer Products Containing Such Batteries](#)

Hazardous/Non Hazardous Goods:

In addition to being compliant with the regulating agencies mentioned in the preface of this section, the seller must adhere to all of Documentation, Labeling, Marking, and Communication requirements.

In addition, Heinemann Americas Inc, requires the most recent version of the Seller's **SDS – Safety Data Sheets** , formally known as Material Safety Data Sheets (MSDS), to be provided for proper classification, storage, and emergency response. This applies to products defined as Hazardous or are exempt through special provision or limited quantity exemptions.

Products this may apply include, but are not limited to: lithium batteries, perfumes and cosmetics, high proof alcoholic beverages, cleaners etc.

Heinemann first preference, due to sustainability concerns, is to avoid products considered as aerosols with a pump version of the same. This includes: spray suntan lotions, hair sprays, insecticides, etc.

Product Freshness and Shelf Life Requirements (Expiration and Best By Date Tracked)

General:

Heinemann Americas Inc., requires a minimum self-life for products with a freshness, expiration, or best-by-date requirement.

- **For Liquor, Tobacco and Over the Counter Drugs :**

Heinemann Americas requires product to received no less than 9 months from the date of manufacture or if reflected on the packaging, 9 months from the date of expiration.

- **For All Other Products:**

Heinemann Americas, requires product to received no less than 5 months from the date of manufacture, or if reflected on the packaging, 6 months from the date of expiration.

This includes categories including, but not limited to;

- Confectionary/Food Items
- Sun Care Products
- Cosmetics (where applicable)

Product received short dated based on this guidance may be refused and subject to noncompliance penalty. If refused, all cost for return (handling, repackaging, shipment, and documentation fees), will be the sole responsibility of the Seller.

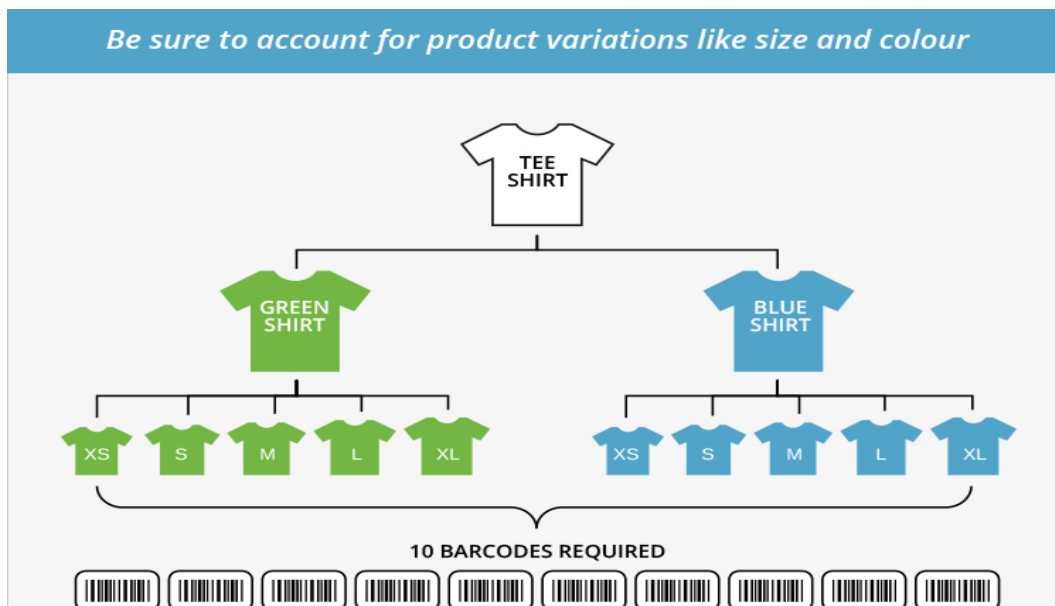
Product Marking and Labeling (Ticketing)

General

Heinemann Americas Inc., requires all items purchased to be marked and labeled in such a way as to be scannable and ready for sale. This includes a 12 digit Universal Product Code (UPC) or 13 digit European Article Number (EAN) or Global Trade Item Number (GTIN), to uniquely identify each item. In addition, Heinemann will require items to be labeled or tagged, with description, retail price , and any style, color , size, or other distinguishing characteristic that may be required.



A unique UPC or EAN are required for every variation of Size, Color, or other defining characteristic.



<http://www.uc-council.org/>

Important Note: UPC,EAN's must be unique and only for one particular item. UPC cannot be used/recycled for alternative products in the event the originally assigned Items become discontinued.

Finished Product Marking and Labeling:

Point of Sale Product Packaging and Labeling

- In General, Seller should mark and package goods for consumer consumption in accordance with the Uniform Packaging and Labeling requirements as published the national Institute of Standards and Technology (NIST) Handbook 130-2022.

<https://www.nist.gov/system/files/documents/2021/12/01/2022-HB130-IV-A-FINAL.pdf>

- Please make sure all items are ticketed / tagged with the UPC, barcode, and the retail price. If you are needing the retail price, please reach out to your respective merchant/Purchasing Partner.

External Packaging Guidelines

In General, Products must be packaged in a manner to provide maximum protection from damage and easily identifiable as to Content and Quantity .

Outer Packaging must be securely sealed with sturdy tape to prevent environmental exposures, such as rain, snow, or dirt, etc.

For High Value items, more robust crates are encouraged with serialized banded seals to evidence any attempts to tamper or encroach.

Packages should be packed in a way to uniformly close box without product protruding or buckling.

Only one Item Number is allowed per Carton.

Palletization Special note:

Other than Courier Deliveries, all goods must arrive on standard pallets of dimension, composition, and in compliance as described later in this document. Under no circumstance, without prior approval, should product be floor-loaded in a truck or ocean container. In the event product arrives not palletized, the shipment may be refused, or otherwise if received, and the Seller will be assume the full cost (labor and supplies) for re-palletization.

Package Markings

The exterior of the Shipping Carton must be clearly marked with eye readable labels or printing to include the following information:

- Ship from/to address
 - If a cross dock pallet, the name of the Ship of ultimate destination
- Heinemann Americas' Purchase Order Number
- Heinemann SKU Number and Scannable Barcode (UPC, GTIN, or EAN)
- Quantity of units in carton
- Carton No. For example 1 of 25, 2 of 25, etc....
- Carton Weight
- Country of Origin
- Labels should also include:
 - Unique Characteristics (if applicable) such as Color and Size
 - Scannable UPC number associated with the contents.
- Labels should be clearly applied on the carton so that they are eye readable when placed on a pallet
- Any special Handling requirements, such as temperature control, orientation arrows, Fragile, or any Regulatory Identification
- Products with a defined Shelf Life must include a Best By Date (BBD) or Expiration date, as well as Date of Manufacture
- Batch number if applicable

Internal contents will include:

- Case Packing List
- Products that are purchased and sold as components , must have all items included in the shipment. This includes boxes, packaging, warranty cards, instruction, etc.
- Liquids will be packaged in a way to avoid contact and breakage.
 - If Hazmat secondary packaging to absorb entire fluid content in the event of breakage.
 - Lids and or tops securely and positively attached to avoid leakage

NOTE: For Security reasons, Commercial Invoices should not be attached to the exterior of the packaging.

Packaging Construction and Size

- All outer boxes must be new and meet the following Standards
 - At least 200lb per Square Inch test Bursting Test and marked accordingly
- New packaging made of recycled materials are allowed and encouraged
- Preferred Packaging Sizes for Stock is as follows:
 - Standard Box Size is 38 x 28.5 x 22.5 CM
- Other acceptable box size in inches would be:
 - 12"x 9"x 6" inches
 - 12"x 12" x 12" inches
 - 14"x 14" x 14" inches
 - 15"x 12" x 6 " inches
- Individual Box should preferably not exceed 20kg or 44lbs

Pallet Specifications

- Pallets should be in good condition and free of damage
- Pallets should be to US Standard dimensions with a Length and Width of:
 - 48L X 40W Inches or 121.92L X 101.60W centimeters.
- Pallet Height will depend on shipment Type:
 - Shipments to Central Stock by Mode
 - Air: up to 60 inches (152.4cm) high
 - Ocean: no greater than 85 inches (215.90cm) high
 - Truck: no greater than 80 inches (203.2cm) high
 - Cross Dock or Direct Drop Shipments
 - Air: no greater than 60 inches (152.4cm) high
 - Ocean: no greater than 69 inches (175.26cm) high
- Wooden Pallets must be compliant with USDA Wooden Packing Material Regulations, heat treated or fumigated in accordance with International Plant Protection Convention (IPPC) guidelines and marked with approved treatment certification.
- Goods tendered on pallets should be well shrink wrapped to ensure protection from environmental or security concerns. Shrink wrap should cover from top cartons to pallet base.
- When possible, additional strapping should be applied to avoid shifting during transit and routine handling. Strapping is required for liquor pallet shipments.
- Cartons placed on pallets should remain within the boundaries of the pallet dimensions without overhang to avoid damage during transit or storage. Any oversized items need approval prior to shipment.

Note:

Wooden Pallets must comply with USDA Wooden Packing Material Regulation. USDA Wood Packing Material Regulation requires that wooden packing materials such as pallets, crates, boxes, and dunnage be either heat treated or fumigated with methyl bromide, in accordance with the IPPC guidelines and marked with an approved international mark certifying treatment. [\(For reference see Guidelines, Final Rule, and ISPM15 documents\).](#)

For pallets submitted as cross docks, should be accompanied with a copy of certification as they may be presented for Ocean or Air transportation.

- Pallet Packing and Marking Requirements
 - The same requirements are required for Pallets as for individual cases.
 - This includes full Shipper information, PO references, regulatory, and handling labeling, etc.
 - For Cross Dock Pallets, the name of the ship must be clearly eye readable.

- *Cartons from a single Purchase Order must be segregated by pallet.*
 - *When shipping multiple PO's , if residual quantities of a single Purchase Order (less than full pallet) , or multiple PO's with less than pallet quantities exist, Mixed Pallets are allowable.*
 - *When Mixed Pallets are utilized, Packages from the same PO should be organized logically to keep them together for easy identification and check-in.*
 - *Pallets must be Clearly Marked with PO or Multiple PO references based on the above guidelines.*

Again, for Central Stock, Cross Dock Orders, or Drop Shipments, SKU's must be segregated per carton (**Only one Item per box**).

Receipt Requirements and Inbound Compliance Check

Prior to Arrival:

Appointments: Based on Size and Complexity of shipment, some Domestic Sellers coordinating their own transportation may be flagged as required to make appointments with the 3PL prior to delivery. This is to ensure resources are available and your carriers are turned around in the most expediate way. At a minimum, any shipment exceeding 5 pallets in size will require an appointment. Appointments must be schedule at least 3 business days prior to receipt.

Shipments arriving without appointments (when required) will be refused and any redelivery or storage fees imposed will be at the Seller's expense.

If Seller is advised that an appointment is required, please contact our 3PL warehouse at us.mia.ib-hm@cevalogistics.com

On Arrival:

For Seller Routed Shipments and prior to the driver being released the following check will be conducted prior to acceptance and signoff:

- If Bonded, seals will be verified against BOL and HAI Logistics Pre-alert prior to opening container. If seals have been tampered or are inconsistent, the receipt process will be terminated and Seller contacted for disposition.
- The BOL must reflect the total number of pallets and cartons. For Less than Truck Load, or Less than Container load, all cases counts will be validated prior to the BOL being signed and driver released.
 - Any inconsistency in counts may result in the shipment being rejected
 - In the event of a discrepancy between the amount of boxes manifested and the actual amount of boxes received, the 3PL shall immediately report to Heinemann Americas, and HAI shall then contact Seller in order to determine a method to satisfy the variance.
- BOL must be delivered to the address and door indicated on the BOL instructions above as Ceva manages multiple customers at this facility.
- Any observed damage will be evidenced by photographic record, documented on the BOL prior to driver release.

For large shipments, carriers should be advised that a case count verification will be required and waiting time may be experienced. Drivers will not be released and signed off until case count verification is complete.

Detailed Check-in within 3 Business Days after Arrival

3PL will do a detailed check-in on all Central Stock PO's as compared to accompanying packing list and will report back shortages or overages, SKU inconsistency, internal damage, incorrect products, etc. These exceptions will be reported back to the Seller and are subject to non-compliance penalty.

(a) Inspection: Defective or Non-Conforming Goods:

- Additionally the following will be checked for correctness:
 - Labeling and ticketing
 - Product packaging
 - Internal product quality and/or damage
 - Product expiration and short dating
 - Required Regulatory information, handling/storage conditions, and required declarations.

Cross Dock Purchase Order

For Cross-Dock PO's received at a pallet level at the 3PL Warehouse, the 3PL will only do a visual case verification. Pallets will not be manipulated as they move through the warehouse as this is a true cross-dock process. Final verification will be conducted on-board the cruise-ship designated for delivery.

Based on scheduling and final destination, Seller should anticipate that detailed check-in onboard the ship may take up to 14 days after receipt for domestic shipments, and up to 21 days (plus), depending on Ocean schedule for International shipment.

Drop Shipments Directly to Vessels

For International Drop Shipment to a Heinemann Port Agent, the process will be handled similarly to the 3PL warehouse for Cross Docks, where total visible counts will be made, but the final counting and verification will be conducted once shipment and merchandise are received on-board.

MASTER DATA

At the time of initial Product set up or when new items are introduced, Heinemann Americas Inc., will provide you with the most current version of our Master Data form.

Depending on the Product Categories supplied by Seller, the form will include key data elements, including but not limited to:

- Main and Merchandise Categories (HAI will provide a reference tool)
- Detail Article description (English)
- For certain categories may include detail in regards to product composition or packaging configurations
- UPC/EAN/or GTIN number
- Name of Brand
- Name of Trade Lane
- Vendor Article Number
- Seller Reference Number
- Country of Origin (Manufacture, not Supply)
- Additional Countries of Origin (If manufactured in more than one Location)
- Commodity code (this is the Harmonized Tariff Code)
- Additional Detail based on Commodity for Example:
 - **Apparel** - Color, Discription, Sizes, Lengths, Closures, Gender, Sleeve Lengths, etc.
 - **General Accessories** - Battery Requirements, Type
 - **Jewelry** - Type of Jewelry, Surface Finish, Casing and Material Composition, Color, weight, Clasp detail, etc.
 - **Watches** - Material of Glass, Color of Dial, Dial indicator, Length of Bracelet in centimeters, Bezel, Clock Work (motion) e.g.: Automatic Chronograph, Quartz, etc., Date/Day-Date, Waterproof (bar depth), Swiss Made, etc.
 - **Liquor and Tobacco** - Carton Factor, Case Dimensions, Master Case details, Master Cases per Pallet, Temperature Requirements, Shelf Life, units of measure, etc..
 - And so forth

Make sure all carton factors consist of an even number and correspond to the carton factor communicated in the master data form

POINT OF SALE MERCHANDISE (VISUAL, MARKETING, and OTHER NON MERCHANDISE)

Heinemann Americas Inc., maintains a separate warehouse location for all Collateral Materials. Unless otherwise instructed, all Visual, Marketing, Gift with Purchase and Other Non-Merchandise should be routed as instructed below.

Note: this procedure does not apply to Product Testers – Testers are managed similarly to regular products

Gifts With Purchase (GWP)

- If Gift With Purchase (GWP) is part of PO, please send 2 months prior to date of Activity/Launch.
- All GWP/Collateral must be assigned a SKU number prior to arrival at the warehouse.
- If GWP is sent separately, GWP/POSM must be approved.

New Seller or Sellers Supplying Collateral for Fashion and Accessories:

- Please send paperwork to respective HAI Buyer and HAI Planner for review prior to Shipment.

For Approved Sellers:

1. Send copy of commercial invoice and pack list to Heinemann Activity Manager with tracking information 2 business days prior to shipping, unless otherwise specified, to :

Heinemann Americas Inc. attn. Ships Name

C/O Triton Logistics

3621 W 112th Place, Ste 1

Hialeah, FL 33018

Contact: Amanda Gil

Email: agil@tritonlogistics.us.com

Phone: 305-877-0223

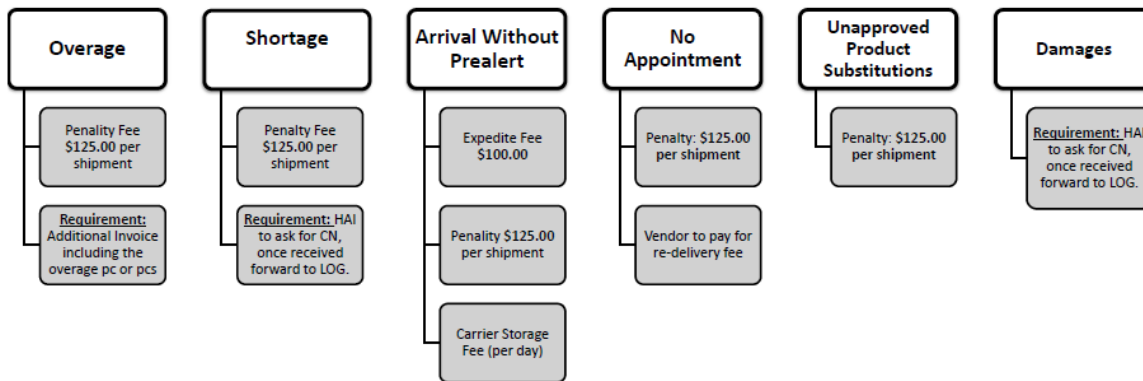
*Note all items must arrive to the warehouse at least 8 weeks prior to activation/launch.

NON COMPLIANCE MEASUREMENT, WARNING, AND PENALITES

Non Compliance Penalties

Non-compliance charge backs will be deducted from Seller payments. A summary of deduction will be provided ad hoc or on a monthly basis if applicable.

Basic charges include (but are not limited to) the following:



Labor charges and supplies incurred for relabeling, repackaging, or any other effort to resolve a non-compliance issue will be charged at actual cost plus 10%.

Fines, penalties and detention due to Regulatory noncompliance will also be passed through to the Seller at the actual cost plus 10% processing fee by Heinemann Americas.

For Cross-Dock Purchase Orders which incurred any charges related to offloading product due to mislabeling or incorrect product, Seller will be subject to all cost related to the offload, transfer, and/or return of merchandise at actual cost plus 10%.

In the event the Seller inadvertently ships to an address other than what is specified on the Purchase Order, the vendor will be responsible to reroute to the correct location and/or pay transportation and handling fees to deliver the goods to the correct ultimate destination.

CONTACTS AND SHIPPING ADDRESS

Heinemann Americas Inbound Logistics - hai.csr.inbounds@heinemann-americas.com

Heinemann Americas Planning – [Assigned Individual Planner e-mail address \(as provided\) and](#)
hai.planning@heinemann-americas.com

Heinemann Americas Accounts Payable - accounting@heinemann-americas.com and invoices@heinemann-americas.com

3PL Ceva Logistics Inbound Appointments- us.mia.ib-hm@cevalogistics.com

3PL Ceva Warehouse Address:

Heinemann Americas Inc.
C/O Ceva Logistics - USA | Miami
13650 NW 17 ST - Miami, FL, 33182
Door # 22
Attn: FTZ Administrator / Documentation Supervisor /
Direct: (+1) 305-922-5108 /
Email: us.mia.ib-hm@cevalogistics.com

(FIRMS Code O999 – FTZ# 0281059 – FILER CODE 408).

FAQ's

What are the requirements for the manufacturer identification code (MID) and how do I construct one?

Importers and brokers must use reasonable care to accurately construct the MID using the methodology set forth in CBP regulations (as an appendix to 19 CFR 102, or Federal Register [70 FR 58009], dated October 5, 2005).

When a single entry is filed for products of more than one manufacturer, the products of each manufacturer must be separately identified. The first two digits of the MID must be the same as the International Organization for Standardization (ISO) code for the country of origin of such products. Trading companies, sellers other than manufacturers, etc. cannot be used to create MIDs. Entries and entry summaries in which the first two characters of the MID do not meet the country of origin ISO code, or are created from a company that is known to be a trading house or agent and not a manufacturer, will be rejected for failure to properly construct a MID. If a port has suspicions that a declared MID is not a manufacturer, the port should pursue the correct information post entry. Repetitive errors in the construction of MIDs for entries of textile or apparel products will result in the assessment of broker and importer penalties for failure to exercise reasonable care.

Why am I being asked to Standardize my Incoterms ?

For ease of commercial transactions Heinemann Americas Inc has chosen to standardize both domestic and international commercial terms to INCOTERMS 2010 standards. This consistently defines when risk and responsibilities transfer from Buyer to Seller to avoid any misunderstanding. This practice is consistent with other Cruise Retail providers in our industry.

Why is Country of Origin and Manufacturer Identification required ?

Due to increased security concerns and as your product is subject to export, many Foreign and US Regulatory Agencies require to know the place of Manufacture and Country of Origin. This is needed to ensure the goods are not supplied by a restricted nation and also protects from counterfeiting and/or misbranding.

GLOSSARY OF TERMS AND DEFINITIONS

3PL Warehouse	3PL stands for Third Party Logistics Warehouse. In the context of this document, Heinemann Americas Inc. has partnered with Ceva Worldwide Logistics to Store, Manage, Report, and Disposition all of our inventories both Duty Paid and Duty Free within their Free Trade Zone Warehouse (FTZ) in Miami, FL. Ceva is responsible for managing all product in compliance with State, Local, and National regulations.
FTZ	<p>Foreign-Trade Zones (FTZ) are secure areas under U.S. Customs and Border Protection (CBP) supervision that are generally considered outside CBP territory upon activation. Located in or near CBP ports of entry, they are the United States' version of what are known internationally as free-trade zones.</p> <p>Authority for establishing these facilities is granted by the Foreign-Trade Zones Board under the Foreign-Trade Zones Act of 1934, as amended (19 U.S.C. 81a-81u). The Foreign-Trade Zones Act is administered through two sets of regulations, the FTZ Regulations (15 CFR Part 400) and CBP Regulations (19 CFR Part 146).</p> <p>Foreign and domestic merchandise may be moved into zones for operations, not otherwise prohibited by law, including storage, exhibition, assembly, manufacturing, and processing. All zone activity is subject to public interest review. Foreign-trade zone sites are subject to the laws and regulations of the United States as well as those of the states and communities in which they are located.</p> <p>Under zone procedures, the usual formal CBP entry procedures and payments of duties are not required on the foreign merchandise unless and until it enters CBP territory for domestic consumption, at which point the importer generally has the choice of paying duties at the rate of either the original foreign materials or the finished product. Domestic goods moved into the zone for export may be considered exported upon admission to the zone for purposes of excise tax rebates and drawback.</p>
Port Agent	Heinemann Americas Inc., works with a global network of Port Agent partners to facilitate local customs formality and final delivery to Cruise Ships around the world. By definition, Port agents work for commercial companies that may be based in a port or off site. They may be the same provider as the Cruise Line's designated partners, who manages the loading and port side logistics, or another Logistics Partner who will ultimately coordinate timing and loading alongside the vessel on the Cruise Lines designated loading dates.
INCOTERMS	Incoterms or International Commerce Terms were developed by the International Chamber of Commerce (Headquartered in Paris, France). They were introduced in 1936 and continually updated as business requirements changed. The terms are meant to provide a set of governing key terms applicable to international trade and are generally accepted to guide international business transactions in regards to clearly defining roles and responsibilities for each party and when risk transfers from Seller to Buyer in these transactions.

Duty Free/Bonded	Bonded Goods are imported shipments on which customs charges, including duties, taxes, and any penalties are still owing. Bonded goods, also referred to as bonded cargo, are kept in an area of a warehouse controlled by customs authorities. Duties and Taxes are only accessed once goods are entered into Domestic Commerce. If applicable, the Seller is providing Goods Under Duty Free Status for sale at Our Duty Free Retail Stores, and Bonded Articles will remain under bond and exported onto a duty free vessel at a Domestic or International Port of Export. All Duty Paid goods are documented and reported through the importing and exporting processes.
Duty Paid	Simply put, Duty paid items are either Seller Goods manufactured and supplied from a Domestic location within the United States Territories, or merchandise previously imported where the goods were cleared and respective duties and taxes paid. In some cases, the Purchaser and Buyer may agree to have goods under Customs Bond delivered directly on board a ship, where the Seller has full responsibility for customs formality, duties and taxes paid, as well as full logistics arrangements to board the ship. This process would bypass the Buyers Port Agent and would be considered under terms DDP, Delivered Duties Paid.
Cross Dock Order	Cross Dock Orders are written specifically to a given Ship and are not manipulated in any manner until final receipt onboard the designated Cruise Ship. The name 'cross docking' explains the process of receiving products through an inbound dock and then transferring them across the dock to the outbound transportation dock. Once a shipment inbounds at our 3rd Party FTZ warehouse it is scheduled for the next available delivery to the Ship. Cross Docks allow faster response time to the ships as they are not required to be formally received and checked in at the warehouse.
Drop Shipments	Drop Shipments are direct shipments to a Ship or Port Agent. These shipments bypass the 3PL warehouse completely and must be prepared in accordance to local and state regulatory requirements. Drop shipments provide a strategic advantage for delivery in close geographic areas or used for faster replenishment of critical stock, eliminating lead time to and from the 3PL warehouse. Pre-alerts and advance documentation must be provided as described in this document, or any special project requirements provided. Failing to be compliant may cause goods to be seized, delayed, or refused at the Sellers Expense.

APPENDIX A

Documentation and Compliance Overview:

Order Reception Process

After the receipt of the invoice and required documentation, HAI Logistic Inbound Team will review against the original PO for Accuracy. Any shortages or overage will be communicated and resolved prior to receipt

All goods being sent via a **cross dock operation** will be received into the Foreign Trade Zone (FTZ) Warehouse at pallet level. A cross dock order will not be checked in detail until the goods are received onboard the intended Ship. These products will remain intact and untouched from point of origin, receipt and depart our warehouse, until the point they are received on board the cruise line vessel.

This means that all documentation must segregated and clearly reference to the ship of final destination.

In order to facilitate a seamless cross dock operation, Heinemann requires the following documentation, depending on the status of goods and mode of transportation:

Seller Routed			HAI Routed
Inbound via Ocean	Domestic Via Truck or Courier	Inbound via Air (international)	Inbound via Ocean
Invoice	Invoice	Invoice	Invoice
Packing List	Packing List	Packing List	Packing List
Ocean Bill of Lading	Bill of Lading (Pro or Tracking #)	Air Waybill	7512 (Goods Under Customs Bond) *
FDA Prior Notice (if required)	7512 (Goods Under Customs Bond) *	FDA Prior Notice (if required)	TTB Form (As Required)**
ISF 10+2 Form	TTB Form (As Required)**		

*Required for products originating from a U.S. Customs Bonded Warehouse..

**Required for products originating from Seller facilities that are governed by TTB or ATF regulations (typically liquor or tobacco of U.S. Manufacture or origin.)

Note: Often times additional information may be required for the specific commodity being sold. For more information on what is needed for your commodity, please refer to “**Product Regulations and Compliance (PGA- Partnering Government Agencies)**” section of this document)

Once all documentation is approved for arrival to HAI's warehouse, the Inbound Logistics Team shall grant permission to vendors to proceed with the delivery of products. ***Vendors must wait for this permission, as all products delivered to HAI's warehouse without this approval will be rejected at the shipper's expense.***

Incoterms

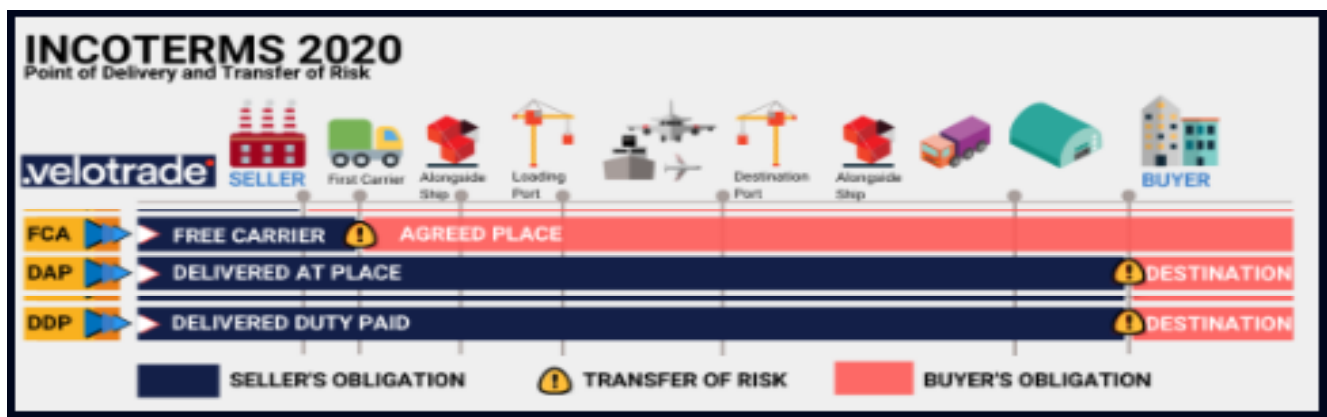
As Mentioned earlier in this document, the Purchaser request that all Orders are written to the following 3 Incoterms. For consistency, these will be applied to both international and Domestic shipments.

Terms where Heinemann is responsible for routing transportation under Terms formally considered as FOB Origin or EX Works are replaced by FCA (Free Carrier) with named location of Transfer.

FCA terms also apply to US Domestic shipments, with the exception that an Exporter of Record is not applicable, but the risk will transfer at the time of loading on our designated Carrier at the agreed location or transfer.

Heinemann requires all International Transactions for the Seller or Seller's representative to act as the Exporter of Record, and will only assume risk on the loading of goods to our designated Carrier and at the agreed location of Risk transfer.

Below is a graphic depiction of the 3 Incoterms and where Risk Transfers from the Seller to the Purchaser.



Sellers responsible for routing, risk, and payment for the transportation of goods, will ship under “Delivered” Terms: DAP or DDP Terms. Again, all Heinemann Routed Shipment will be shipped under FCA.

IMPORTANT NOTE: Sellers using **International Courier Services:** If utilizing a Courier Service for movement of goods into the United States, it is mandatory to indicate a “Broker Select” Option, so that the Carrier does not attempt to Customs Clear an inbound shipment resulting in additional cost and changing its duty free status.

Labeling Examples


Heinemann Americas Inc. (HAI) Shipping Label Examples

Example: Color and Size Characteristics

From: ABC Supplier 123 Boulevard Main 75006 Paris, France	To: Heinemann Americas Inc. C/O Bollore Logistics - USA Miami 13650 NW 17 ST - Miami, FL, 33182 Door # 22
Country of Origin : France	Master Carton: 40 Inner Pack: 10
PO: 4504291234	Gross Weight 24 kg
Carton 2 of 5	
HAI Item Number: 1187777 Color/ Size/Gender : Red XXL Men's	

Examples: Textile, Jewelry, Watches

Example: Subject to Expiration and/or Batch-Lot Controlled

From: ABC Supplier 123 Boulevard Main 75006 Paris, France	To: Heinemann Americas Inc. C/O Bollore Logistics - USA Miami 13650 NW 17 ST - Miami, FL, 33182 Door # 22
Country of Origin : France	Master Carton: 40 Inner Pack: 10
PO: 4504291234	Gross Weight 24 kg
Carton 2 of 5	
HAI Item Number: 11856798 Batch/Lot: ABC1235T0 Expiration Date: MM/DD/YYYY Manufacture. Date : MM/DD/YYYY	

Examples: Confectionary, Cream Liquor, Tobacco, Sunscreen, etc....

Example: Cross Dock PO with Ship Reference

From: ABC Supplier 123 Boulevard Main 75006 Paris, France	To: Heinemann Americas Inc. C/O Bollore Logistics - USA Miami 13650 NW 17 ST - Miami, FL, 33182 Door # 22
Country of Origin : France	Master Carton: 40 Inner Pack: 10
PO: 4504291234 Carton 2 of 5	Gross Weight 24 kg
HAI Item Number: 11856798	
ATTN: ICON of THE SEAS	

Note:

- All required information must be included
- Information may be shown on multiple label but must be visible on the same side of the packaging and are easily eye readable from the exterior of a pallet
- Handling labels cannot overlap so key information is no longer eye readable
- Any special handling labels, should be included as appropriate, such as:
 - Temperature Control
 - Orientation Labels
 - Fragile
 - Hazmat or other Regulatory labels

Revision History

4/17/2024

- **Contacts and Shipping Address: Changed Primary Contact as follows:**
[Assigned Individual Planner e-mail address \(as provided\) and hai.planning@heinemann-americas.com](mailto:hai.planning@heinemann-americas.com)
- **Updated Inco Terms to Inco terms 2020.**
 - **Removed DAT (delivered to Terminal) Replaced with DAP (Delivered to Sea Port of Miami) or (Delivered to Miami Airport)**
 - **Updated Appendix with new 2020 Inco Term Graphic.**

Under Product Regulations and Compliance (PGA- Partnering Government Agencies)

- **Added Section: Consumer Product Safety Commission (CPSC)**

9/6/24

- **Under Pallet Specification Section: Added PO Segregation Requirements**
 - ***Cartons from a single Purchase Order must be segregated by pallet....***

10/10/24

- **E-mail Extension Update: Updated E-mail Extension for 3PL contacts**
 - **Ceva Logistics (Formally Bollore Logistics) effective on 10-15-2024 has updated E-mail extensions from @bollore.com to @cevalogistics.com**

03/05/25

- **Corrected Omitted letter for the inbound E-mail address to : us.mia.ib-hm@cevalogistics.com**
 - **Former Address omitted the last "i" in cevalogistics**