



SPORTSMAN'S GUIDE™

DOMESTIC VENDOR COMPLIANCE MANUAL

SPORTSMAN'S GUIDE (SG)

Vendors:

Upon signing of a Marketing Proposal the vendor agrees they have read this manual and all product(s) comply with all applicable rules, bans, regulations or standards including but not limited to International, Federal and State Compliance Regulations.

SG does not represent that all applicable laws appear on its Domestic Vendor Compliance Manual.

It is the sole responsibility of the vendor to identify and comply with all legal requirements.

Any questions or concerns email:
vendorcompliance@sportsmansguide.com |

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INTRODUCTION

Dear Vendor,

The purpose of the Vendor Compliance Manual is to help our vendors understand our Business needs and requirements. The following manual will outline general information about The Sportsman's Guide (**SG**) and the requirements mandatory for all of our vendors.

Failure to comply with the Terms and Conditions outlined in this Manual or the Marketing Proposal may result in chargeback(s) and/or termination of our business relationship at **SG's** discretion.

PRODUCT LIABILITY INSURANCE

Vendor will carry Occurrence based product liability coverage of at least Two Million Dollars (2,000,000.00). Claims Made coverage is not an adequate level of coverage and will not be accepted. The policy must be written from an insurance company rated acceptably to **SG** that names **SG** as an additional named insured and includes a Vendors' Broad Endorsement covering **SG** with respect to bodily injury or property damage arising out of Vendor's or named insured's products if such products are distributed or sold in the course of business. Vendor shall provide **SG** with appropriate evidence of **SG** having been named as an additional named insured and with a copy of Vendor's Broad Endorsement providing coverage to **SG**. This certificate should be submitted to the Buyer at least 30 days prior to the ship date on our first purchase order. Vendors outside of North America must obtain expert representation within North America to assist in the event of an insurance claim.

Should Vendor not have adequate insurance as established in this Agreement or if the Vendor and/or their insurance provider fail to adequately handle product claims in a timely manner, **SG** reserves the right to deduct, set-off or withhold payment in the amount necessary to satisfy such claims. **SG** will notify vendor in writing of any claim in due course. **SG** will provide 10 days' notice before deducting any amount.

All renewed certificates should be sent to the Buyer upon expiration of the current policy period.

THE VENDOR IS SOLELY RESPONSIBLE FOR COMPLYING WITH OUR PRODUCT LIABILITY INSURANCE REQUIREMENTS

TERMS FOR PAYMENT

SG's standard payment terms are net thirty (30) days. Terms other than **SG's** standard may be negotiated by Vendor with **SG's** Buyer and will be binding on **SG** only if approved by **SG** in writing. Terms of payment as so determined must be documented on Vendor's invoice.

Cash discounts offered by Vendor shall be calculated from the date the product is received or an acceptable invoice is received, whichever is LATER.

All chargebacks and fees for non-compliance of Vendor Shipping Requirements will be deducted from the next invoice payment. Full purchase price credit will also be taken for any returned unsalable product along with related freight costs.

As provided in the General Vendor Shipping Requirements above, Receiving Dock Personnel will count all merchandise in the shipment and note any discrepancies. Product shortages and damages will not be paid, if invoiced, or will be charged back for any freight destination type, including FOB Origin where **SG** pays the freight. Freight damages, incorrect items and excessive overages will be returned to the vendor and will be subject to returned freight costs and handling charges. Visibly damaged product noted at the dock will be refused and sent back to Vendor at its expense.

If **SG** disputes any amounts set forth on Vendor's invoice, service charges on unpaid invoices held for discrepancies will not be paid.

OPEN BALANCES

Any Credit balance will be deducted from the next available invoice at **SG's** discretion. Vendor agrees to pay cash for open balances if no open purchase order exists.



INVOICING

SG does not require a specific format that Vendor needs to follow when invoicing. However, the invoice should contain the following information.

1. Vendor Name
2. Remittance address, if different than business address
3. Vendor Telephone number/contact person
4. **SG** Purchase Order number
5. Invoice Number
6. **SG**'s item number, Quantity Shipped, Unit of Measure, e.g. each, box, pair, Unit Cost and Extended Cost
7. **SG**'s payment terms
8. Issue one invoice per shipment against any purchase order

Send all invoices to ATTN: ACCOUNTS PAYABLE, by one of the 3 following methods:

Mail:

The Sportsmans Guide, Inc.
411 Farwell Ave.
So. St. Paul, MN 55075

Fax:

651-552-5345

E-Mail:

invoice@sportsmansguide.com

INVOICE DISCREPANCIES

All invoices will be paid using the lowest of either purchase order (PO) or the invoice price. It is your responsibility to ensure purchase orders are accurate prior to shipping.

Discrepancies include, but are not limited to the following:

- Unit price higher than PO price.
- Invoiced quantity higher than PO quantity.
- Freight charges (per our Routing Guide, freight should not be invoiced unless specified on the PO).
- Special handling fees (additional fees such as pallet charges or bar codes are not permitted, unless specified on the PO).
- Payment terms less favorable than the PO terms.

Changes to a purchase order will require issuance of an updated purchase order from The Sportsman's Guide Merchandising Department. Verbal agreements, email or other written correspondence are not considered binding agreements.

Questions or concerns regarding our PO terms must be directed to the Buyer.

CALIFORNIA PROPOSITION 65

All products must comply with California Proposition 65 (Prop 65), regulations. It is the vendor's responsibility to review all products against Prop 65 requirements to determine that all testing and labeling requirements have been met. If you have not yet determined the compliance of your product to Prop 65, please consult an accredited third party testing facility (like Intertek, SGS, or Bureau Veritas).

- No person in the course of doing business shall knowingly and intentionally expose any individual to a chemical known to the state of California to cause cancer or reproductive toxicity without a clear and visible warning.
- California's Office of Environmental Health Hazard Assessment (OEHHA), has established safe harbor levels for some, but not all, listed hazardous substances. Products registering any of these substances in amounts above the safe harbor levels must carry a warning label that complies with Title 22, Article 6 of the Regulation, Clear, and Reasonable Warnings (example warning label below).
- If a product contains a hazardous substance for which no safe harbor level has been established by the OEHHA, that product must also carry a warning label as stipulated above.
- It is the responsibility of the vendor to comply with all Prop 65 requirements, failure to do so shall entitle The Sportsman's Guide to cancel/return the order(s), withhold payment and/or charge back for all damages, losses, penalties, attorney fees and related expenses incurred as a result of any such failure.

EXAMPLE WARNING LABEL :

WARNING: This product contains chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm.

- Insert the name of the appropriate hazardous substance in place of the word chemicals in the above example. Label must be at least 2 inches x 3 inches, printed in bold black lettering (Times New Roman, 14pt size). Size, wording and placement of the label to be approved by the Import Specialist.

For additional information: Prop 65, please visit: <http://www.oehha.ca.gov/prop65.html>

**THE VENDOR IS SOLELY RESPONSIBLE FOR COMPLYING WITH CALIFORNIA
PROPOSITION 65**

CALIFORNIA AIR RESOURCES BOARD (CARB)

AIRBORNE TOXIC CONTROL MEASURE (ATCM)

COMPLIANCE

APPLIES TO ALL PRODUCTS CONTAINING WOOD COMPOSITE PANELS.

The Sportsman's Guide requires all products containing wood composite materials to be in compliance with Phase 2 of the CARB ATCM per the below table.

Phase 2 Formaldehyde Emission Standards for Hardwood Plywood (HWPW), Particleboard (PB), and Medium Density Fiberboard (MDF) ¹					
Effective Date	Phase 2 (P2) Emission Standards (ppm)				
	HWPW-VC	HWPW-CC	PB	MDF	Thin MDF
January 1, 2010	P2: 0.05				
January 1, 2011			P2: 0.09	P2: 0.11	
January 1, 2012					P2: 0.13
July 1, 2012		P2: 0.05			

(1)Based on the primary test method [ASTM E 1333-96(2002)] in parts per million (ppm).
HWPW-VC = veneer core; HWPW-CC = composite core.

On the Commercial Invoice, the shipper must note compliance with the CARB ATCM 93120 for EVERY product containing wood composite panels being shipped to The Sportsman's Guide (SG).

It is the vendor's responsibility to ensure it maintains and retains all documentation/records of compliancy for at least 2 years and have that documentation available upon request. Documentation would include a Certificate of Conformity & the assigned Third Party Certifier # from their manufacturer, supplier, or fabricator of the composite wood panels.

THE VENDOR IS SOLELY RESPONSIBLE FOR COMPLYING WITH ALL CARB REQUIREMENTS



CARB ATCM LABEL REQUIREMENTS

All labels must contain the following information:

- Fabricator Name (**MUST list the Vendor Name as it is listed on the Purchase Order, NOT The Sportsman's Guide**)
- Date the finished goods were produced (month and date at the minimum)
- The Sportsman's Guide purchase order #
- A statement of compliance to denote that the composite wood product or finished good complies with the ATCM. Finished goods made with the NAF/ULEF based resins shall be labeled as such. Statement MUST include the word California or CARB and the section reference "93120"

For example:

- (i) California 93120 Phase 2 compliant for formaldehyde; or
- (ii) CARB 93120 Phase 2 compliant for formaldehyde – produced with only ULEF-based products.

All labels must be clear, legible and in English.

Placement of the labels MUST be on the product's packaging in the form of a permanent print or stamp in an indiscreet location and in a manner that will withstand transportation. Labels should not replace or cover any other required labeling. Please note that the company who appears on the label as the fabricator is assuming responsibility for the compliance of the product with the ATCM.

Example Label Layout:

Fabricator Name: (as it appears on our purchase order - ***Not The Sportsman's Guide***

Production Date of Finished Goods (month & date): _____

PO # _____

A statement of compliance to denote that the composite wood product or finished good complies with the ATCM. Finished goods made with the NAF/ULEF based resins shall be labeled as such. Statement MUST include the word California or CARB and the section reference "93120". For example:

- (i) California 93120 Phase 2 compliant for formaldehyde; or
- (ii) CARB 93120 Phase 2 compliant for formaldehyde - produced with only ULEF-based products.

Example Label:

Fabricator Name: ABC WOOD PRODUCTS FACTORY, LTD.

Production Date of Finished Goods (month & date): DECEMBER 2012

PO # 1234-56789

CARB 93120 Phase 2 compliant for formaldehyde

BAN OF DIMETHYL FUMARATE (DMF)

All products and packaging supplied to The Sportsman's Guide must be non-toxic and non-irritating under normal conditions of use. DMF (Dimethyl fumarate) fungicide, used in some footwear and leather products to prevent mold and mildew, is suspected to have caused serious allergic reactions and skin irritations to some individuals. Therefore, all products supplied to The Sportsman's Guide **MUST** be DMF (Dimethyl fumarate) fungicide free. This includes DMF used in desiccant packets and/or DMF used during the tanning process of leather.

The Sportsman's Guide recommends the following options:

1. Using Suppliers who offer DMF Free Desiccant Packets (option:
<http://www.alibaba.com/>)
2. Use an alternative to a desiccant packet such as an anti-mold sticker (Micro-Pack Sticker - <http://www.micropakltd.com/>) or Wasaouro strips (<http://www.mfc.co.jp/wasaouro/e/products/index.html>)

THE VENDOR IS SOLELY RESPONSIBLE FOR COMPLYING WITH BAN OF DIMETHYL FUMARATE (DMF)

FLAMMABILITY OF SOLIDS (16 CFR 1500.44)

If a product, in its normal or foreseeable use, may come into contact with an ignition source, it will require 16 CFR 1500.44 testing. All applicable products on purchase orders with an "Order Date" on or after January 1st, 2010 will require third party testing confirming they are in compliance with 16 CFR 1500.44 standards and labeling. Please contact the Domestic Specialist to confirm if the item is required to be tested. If the item does not pass 16 CFR 1500.44 testing, the below warning is required to be placed on the product and packaging.

**!!!WARNING!!!
FLAMMABLE!!!**

DO NOT EXPOSE ITEM TO OPEN FLAMES, INTENSE RADIANT HEAT, OR ANY OTHER DIRECT OR INDIRECT HIGH TEMPERATURE IGNITION SOURCES SUCH AS BURNING OPERATIONS, MATCHES, WELDING, BURNING CIGARETTES OR LIGHTERS, ELECTRIC SPARKS, SPACE HEATERS OR NAKED LIGHTS.

NOT INTENDED FOR USE BY

FOR OUTDOOR USE ONLY



CHILDREN UNDER THE AGE OF 14.

THE VENDOR IS SOLELY RESPONSIBLE FOR COMPLYING WITH FLAMMABILITY OF SOLIDS REQUIREMENTS

CONEG – THE TOXICS IN PACKAGING LEGISLATION

The goal of this legislation is to reduce the sum concentration levels of four incidentally introduced heavy metals, namely lead, mercury, cadmium and hexavalent chromium present in any package or packaging component to not exceed 100 parts per million by weight. **It is important to note that the 100 ppm limit applies to the combined weight of all of the above metals and NOT individually.**

It defines a package as “any container, produced either domestically or in a foreign country, providing a means of marketing, protecting or handling a product and shall include a unit package, an intermediate package or a shipping container ... this includes unsealed receptacles as carrying cases, crates, cups, pails, rigid foil and other trays, wrappers and wrapping films, bags, and tubs.”

It defines a packaging component as “any individual assembled part of a package which is produced either domestically or in a foreign country, such as but not limited to, any interior or exterior blocking, bracing, cushioning, weatherproofing, exterior strapping, coatings, closures, inks, and labels.”

Under the Model Legislations, manufacturers and suppliers of packaging and packaging components must submit a Certificate of Compliance stating that the package is in compliance with the requirements of the law to the purchaser of these items.

The certificate must be:

1. Based on verifiable evidence that no intentional addition of the four metals have occurred.
2. Signed by an authorized official of the manufacturing or supplying company.
3. Must be kept on file for as long as the packaging is in use.
4. Must contain any relevant amendments or modifications reflecting any reformulations to the packaging or packaging component.
5. Must be available to any member of the public who requests the certificate.

All vendors must be able to provide a Certificate of Compliance upon request. Please work with your suppliers to confirm you are in compliance. <http://www.toxicsinpackaging.org/>

THE VENDOR IS SOLELY RESPONSIBLE FOR COMPLYING WITH CONEG

FIBER CONTENT LABEL

All textile product sold in the United States, whether sewn domestically or offshore, must have a label identifying the fiber content used in the garment. The Federal Trade Commission details this requirement on their web site. www.ftc.gov/os/statutes/textile/rr-textl.htm

FIBER:

- All fibers in amounts >5% must be identified.
- Actual amounts of the fiber must be accurate within 3% of what is documented on the label. There is a zero tolerance policy for any product, which lists the fiber content as 100%. This three (3) percent tolerance does NOT apply to WOOL or FUR products. The percentage in weight listed for wool or fur products must be accurate, unless there are unavoidable inconsistencies in the manufacturing process. Additionally, do not label products as 100% wool, 100% silk, 100% cashmere, etc. if it contains one to three percent of other fibers.

FIBER NAMES:

- Generic names of fiber must be used such as: cotton, rayon, nylon, linen, etc.
- If any brand name is used, it must be stated. For instance, Teflon, Thinsulate, etc. A certificate of authenticity must be provided when samples are submitted.
- All words must be in English.
- No abbreviations can be used.

TRIMS:

- Decorative Trims covering less than 15% of the textile surface area must be noted as "exclusive of decoration."
- Trims covering more than 15% of the textile surface must be identified by a sectional disclosure.

LININGS:

- Products containing linings or fills must be identified separately.

COUNTRY OF ORIGIN:

- The country of Origin must be stated on the front of the label.

REGISTRATION NUMBER:

- All Guide Gear, Castlecreek and HQ products must include the **SG** registration number of RN#80461.

THE VENDOR IS SOLELY RESPONSIBLE FOR COMPLYING WITH FIBER CONTENT LABEL REQUIREMENTS

CHILDREN'S PRODUCTS - (CPSIA)

At the end of 2008, the United States Federal Government enacted the Consumer Protection Safety Improvement Act (CPSIA) affecting toys and children's products. This law applies to: i) "children's products", defined as any consumer product designed or intended primarily for children or advertised for children 0-12 years old; ii) "children's toys", defined as any consumer product designed or intended for use during play by children 0-12 years old; and iii) "child care articles", defined as a consumer product designed or intended to facilitate sleep or the feeding of children 0-3 years old or to help such children with sucking or teething. The new law mandates compliance including the following areas:

CHEMICAL LEVELS IN CHILDREN'S PRODUCTS

1. LEAD:

Total lead in any part of a children's product will not exceed 600 ppm effective February 10, 2009, 300 ppm commencing August 14, 2009 and 100 ppm commencing on August 14, 2011. Lead in paint and other surface coatings on children's products including toys and furniture will not exceed 90 ppm commencing August 14, 2009.

2. PHTHALATES:

Six phthalates have restricted levels effective February 10, 2009. Children's toys and child care articles may not contain more than 0.1% of DEHP, DBP or BBP. Children's toys that can be placed in a child's mouth and child care articles may not contain more than 0.1% of DINP, DIDP or DnOP.

THIRD PARTY TESTING/COMPLIANCE CERTIFICATES

Every manufacturer of a children's product must have the item tested by an accredited third party lab and must issue a certificate verifying compliance with the children's product safety rule based on the test results. The Certificate of Conformity is required for any children's product manufactured more than 90 days after the Commission has established and published notice of the requirements for accreditation of third party conformity for that children's product. Generally, certificates must be in English, identify the manufacturer and the testing laboratory and state the date and place of manufacturing and testing of the children's product. For specific information on certificates, please visit the CPSC website listed below.

CHILDREN'S PRODUCT LABELING

Commencing August 14, 2009, manufacturers must put tracking information on all children's products and their packaging. The labeling must be permanent, easily identified, and must include vendor/manufacturer name, location, date of production and cohort information (including the batch/run number and other identifying marks).

ASTM F963 STANDARD CONSUMER SAFETY SPECIFICATION FOR TOY SAFETY

Effective February 10, 2009, the standards contained in ASTM F963-07 are mandatory requirements.

INFANT PRODUCT REGISTRATION

No later than August 10, 2009, manufacturers of durable infant or toddler products, defined as durable products intended for use by children 0-5 years old including: (A) full-size cribs and nonfull-size cribs; (B) toddler beds; (C) high chairs, booster chairs, and hook-on chairs; (D) bath seats; (E) gates and other enclosures for confining a child; (F) play yards; (G) stationary activity centers; (H) infant carriers; (I) strollers; (J) walkers; (K) swings; and (L) bassinets and cradles, must provide postage-paid registration forms with each product and maintain a record of names and contact information of consumers who register ownership of the products for the purpose of improving the effectiveness of manufacturer recalls. The name and contact information of the manufacturer, along with the model name, number and date of manufacture will be required to be permanently placed on the products.

IDENTIFICATION OF MANUFACTURERS AND OTHERS IN SUPPLY CHAIN

Importers, distributors, wholesalers and retailers of products under CPSC jurisdiction must be able to identify manufacturers of the products by name and address or other identifying information. Likewise, manufacturers must have this information for those to whom the product was distributed, and each subcontractor that was involved in the production of the product, including those subcontractors that supplied components of the product.

EXPORTS TO THE USA

The information below is intended to be a general overview of CPSIA regulations. The implementation of the law is an ongoing process, and while certain requirements are subject to modification at any time, compliance throughout is absolutely mandatory for The Sportsman's Guide and its vendors. Information pertaining to each specific regulation may be found on the CPSC website at <http://www.cpsc.gov/about/cpsia/cpsia.html>. It is the vendor's responsibility to keep up-to-date with any CPSIA changes.

Products that have been and will be sold to The Sportsman's Guide must be in compliance of the CPSIA requirements. A written notification must be submitted immediately to The Sportsman's Guide if there have been products sold to The Sportsman's Guide that do not meet the CPSIA requirements. The Sportsman's Guide may impose a chargeback to recover any/all lost revenue and expenses it incurs as a result of any false or incorrect compliance information provided by its vendors.

Any products exported to the U.S. that are not in conformance with applicable consumer product safety rules may be prohibited from entry into the U.S. Products refused admission will be destroyed unless the Secretary of the Treasury allows the product to be exported instead.



SPORTSMAN'S GUIDE™

Such exportation will only occur upon application by the owner or consignee/importer of record and must be within 90 days.

Civil and criminal penalties could apply for violations, with civil penalties up to \$100,000 per violation and a cap at \$15 million, and criminal penalties including fines, forfeiture of assets and up to five years in jail. Civil suits may also be brought at the state level by state attorneys general.

Any product sold to **SG** marketed to children 0-12 years of age must be in compliance with all CPSIA regulations, and upon request, all vendors must have a certificate of conformity available.

THE VENDOR IS SOLELY RESPONSIBLE FOR COMPLYING WITH CPSIA REQUIREMENTS

WAC 173-334 CHILDREN'S SAFE PRODUCTS REPORTING RULE

In Washington State, under the Children's Safe Product Act (CSPA), chapter 70.240 RCW, manufacturers of children's products are required to notify the department of ecology when a chemical of high concern to children (CHCC) is present in their products or, if the product contains more than one component, each product component.

The presence of a CHCC in a children's product does not necessarily mean that the product is harmful to human health or that there is any violation of existing safety standards or laws. The reported information will help fill a data gap that exists for both consumers and agencies.

The CSPA requires the department of ecology in consultation with the department of health to identify a list of chemicals for which manufacturers of children's products are required to provide notice. The CSPA specifies both the characteristics of these chemicals and the notice requirements. Please see the following links for detailed information regarding this rule.

LINKS:

<http://apps.leg.wa.gov/wac/default.aspx?cite=173-334&full=true>

<http://www.ecy.wa.gov/programs/swfa/cspa/guidance.html>

**THE VENDOR IS SOLELY RESPONSIBLE FOR COMPLYING WITH WAC 173-334
CHILDREN'S SAFE PRODUCTS REPORTING RULE**

COUNTRY OF ORIGIN MARKING

Every article of foreign origin imported into the United States must be marked in a conspicuous place as legibly, indelibly, and permanently as the nature of the article will permit, in such manner to indicate to an ultimate purchaser in the United States the English name of the country of origin of the article.

THE VENDOR IS SOLELY RESPONSIBLE FOR COMPLYING THE COUNTRY OF ORIGIN REQUIREMENTS

UNIFORM REGISTRY NUMBER SYSTEM

ONLY APPLICABLE TO FILLED BEDDING

Uniform Registry Law labels are required to identify the contents of a product. Manufacturers that ship/sell upholstered furniture and stuffed bedding must be registered. Once registration is complete a Uniform Registry number will be issued, and this number must appear on each and every stuffed item produced.

All upholstered furniture and stuffed bedding must have a permanently sewn in label. Material should be white vellum cloth. The label should be affixed to the top panel or a visible location, minimum size of 2" x 3" excluding the space to attach, printed in black ink, and in the English Language. Labels should be affixed to each stuffed components of a set even if packaged as one selling unit.

EXAMPLE:

(Space to attach)
UNDER PENALTY OF LAW THIS TAG IS NOT TO BE REMOVED EXCEPT BY THE CONSUMER
ALL NEW MATERIAL CONSISTING OF : (In this area, the filling material shall be described by its name. When more than one kind of filling is used, the percentage of each should be listed by weight in their prominent order.)
REG. NO. _____
Certification is made by the manufacturer that the materials in this article are described in accordance with law.
Distributed by: Manufacturer Name & Address
Date of Delivery: (Mandatory in some states) Finished Size: (Size should be stated in inches) Net Weight of Filling Material: (Weight should be listed in pounds & ounces) Federal RN Number:
Country of Origin

**THE VENDOR IS SOLELY RESPONSIBLE FOR COMPLYING WITH UNIFORM REGISTRY
NUMBER SYSTEM REQUIREMENTS**

ENVIRONMENTAL PROTECTION AGENCY (EPA)

SCOPE:

Pesticides and Pest Control Devices

PESTICIDE:

A chemical used to kill harmful animals or plants. Pesticides are used especially in agriculture and around areas where humans live. Some are harmful to humans, either from direct contact or as residue on food, or are harmful to the environment because of their high toxicity, such as DDT (which is now banned in many countries). Pesticides include fungicides, herbicides, insecticides, and rodenticides.

PESTICIDE DEVICE:

A “device” is defined as “any instrument or contrivance (other than a firearm) which is intended for trapping, destroying, repelling or mitigating any pest... but not including equipment used for the application of a pesticide when sold separately there from.”

Devices are subject to certain labeling, packaging, record keeping and import/export requirements.

DOCUMENTATION:

For pesticides, documentation of pesticide registration with the EPA must be provided to the Buyer. For pest-control devices, please provide the EPA Establishment Number for the device, along with confirmation that the Establishment Number appears on the product’s packaging as required by law.

LINKS TO RELATED INFORMATION:

www.epa.gov/pesticides/about/index/htm

www.epa.gov/opp00001/factsheets/antimic.htm

www.epa.gov/pesticides/factsheets/devices.htm

**THE VENDOR IS SOLELY RESPONSIBLE FOR COMPLYING WITH ALL EPA
REQUIREMENTS**



HAZARDOUS MATERIALS / MSDS VENDOR COMMUNICATION

We, the vendor, have properly analyzed the merchandise to determine if U.S. Department of Transportation hazardous materials regulations apply and we will comply with all requirements of those regulations, including labeling and packaging obligations. We will notify SG whenever the merchandise requires special handling procedures or other safety precautions by its employees or customers. We have enclosed our Material Safety Data Sheet when applicable.

Please send a copy of the Material Safety Data Sheet (MSDS) to the Buyer.

- Purchase Orders will not be issued until MSDS sheets are received and approved.

Below is a list of "General" Hazmat items that require MSDS sheets. Please be aware, this list is not all inclusive and it is your responsibility to know the items you're selling.

- Ammunition
- Any product that includes matches
- Any liquid
- Any cleaner
- Any waxes, polishes, pastes or gels
- Any kits of any sort such as first aid kits, gun cleaning kits, etc
- Any powered device of any kind either electric or fuel powered
- Anything under pressure or any aerosol product

ATTENTION:

- Beginning in 2015 we will require SDS sheets to be submitted and on file for your items as MSDS will be converting to the new SDS format.

**THE VENDOR IS SOLELY RESPONSIBLE FOR COMPLYING WITH HAZARDOUS MATERIAL
/ MSDS VENDOR COMMUNICATION**

CALIFORNIA APPLIANCE EFFICIENCY REGULATIONS

The California Energy Commission's Appliance Efficiency Regulations were established in 1976 in response to a legislative mandate to reduce energy consumption. The scope of the regulations is diverse. Among the products covered are air conditioners, freezers, consumer audio equipment, etc. Please check the following link regularly as the scope may change.

DOCUMENTATION:

If your product falls under the guidelines of the Appliance Efficiency Regulations, proof of compliance must be provided to the Buyer.

LINKS TO RELATED INFORMATION:

www.energy.ca.gov/efficiency/appliances/index.html

**THE VENDOR IS SOLELY RESPONSIBLE FOR COMPLYING WITH CALIFORNIA APPLIANCE
EFFICIENCY REGULATIONS**

CALIFORNIA “ROHS”

California RoHS provisions took effect on January 1, 2007. They are summarized below:

SB 20 applies only to CRT, LCD and plasma screens larger than four inches measured diagonally. SB 50 extended coverage to products refurbished by the manufacturer for retail sale (to date, repeated efforts to expand its scope to mirror European RoHS have failed).

Video displays in electronic medical devices, specialty equipment such as thermostats and heating regulators, motor vehicles, and large commercial or industrial equipment were specifically excluded by SB 20. Video displays in washers, dryers, refrigerators, freezers, ovens, air conditioners, dehumidifiers, and air purifiers were excluded by SB 50. The only substances restricted are "certain heavy metals," specifically lead, mercury, cadmium and hexavalent chromium. In contrast to the EU, California does not restrict PBB and PBDE.

Regulations adopted by the California Department of Toxic Substances Control (DTSC) follow the maximum concentration values adopted by the EU. The presence of restricted substances is measured for each homogeneous material contained within the device, not for the device as a whole. Exemptions are allowed when use of the substance is necessary to comply with health or safety requirements by Underwriters Laboratories or governmental entities. The RoHS application-based exemptions granted by the EU are also recognized.

Manufacturers of covered electronic products must file annual reports with the California Integrated Waste Management Board (CIWMB) specifying the number of covered devices sold in California, the total amount of hazardous substances contained in the devices, the company's reduction in use of hazardous materials from year before, their increase in use of recyclable materials from year before, and their efforts to design more environmentally friendly products.

CURRENTLY THE LAW APPLIES ONLY TO THE FOLLOWING DEVICES:

1. Cathode ray tube containing devices (CRT devices).
2. Cathode ray tubes (CRTs).
3. Computer Monitors containing cathode ray tubes.
4. Televisions containing cathode ray tubes.
5. Laptop computers with liquid crystal display (LCD).
6. LCD containing desktop.
7. Televisions containing cathode ray tubes.
8. Televisions containing liquid crystal display (LCD) screens.
9. Plasma televisions.

THE VENDOR IS SOLELY RESPONSIBLE FOR COMPLYING WITH “CALIFORNIA ROHS”.

FOOD AND DRUG ADMINISTRATION (FDA)

Applies to products that make medical claims and products that come into contact with food. It is important to note that USA pet items parallel child safety standards.

Medical Claims:

If your product makes medical claims, please provide compliance substantiation as per your device classification (I,II,III) i.e. a copy of the substantially equivalent (SE) letter from the FDA, verification of entry in the FDA Device Listing Database, or 510(K) information for your product.

Comes in contact with food:

If your product comes into contact with food, meets the FDA definition of a food additive, or is considered a food contact substance, you must either provide the Buyer with a copy of the FDA FCN final letter or point us to your listing in the Inventory of Effective FCS notifications.

**THE VENDOR IS SOLELY RESPONSIBLE FOR COMPLYING WITH ALL FDA
REQUIREMENTS**

FLAMMABILITY: CALIFORNIA BULLETIN 117

IF APPLICABLE

According to the type of fill material, the sample must comply with the flammability requirements as listed in the applicable section of the California Bulletin 117.

- **Passing Flame Test:** All materials which meet the flammability requirements of California Bulletin No. 117, dated March 2000, shall have the following label: “THIS PRODUCT MEETS THE REQUIREMENTS OF BUREAU OF HOME FURNISHINGS TECHNICAL BULLETIN NO. 117.”
- **Failing Flame test:** If the material fails the flame test and the product is exempt as specified in Article 13, Sec. 1374.2, the product must be labeled with the following warning: “NOTICE THIS ARTICLE DOES NOT MEET CALIFORNIA BUREAU OF HOME FURNISHING’S FLAMMABILITY REQUIREMENTS – TECHNICAL BULLETIN 117. CARE SHOULD BE EXERCISED NEAR OPEN FLAME OR WITH BURNING CIGARETTES.”
- The label should be a minimum of 2 inches by 3 inches and shall be in all capital letters at least 1/8 in height.

THE VENDOR IS SOLELY RESPONSIBLE FOR COMPLYING WITH CALIFORNIA BULLETIN 117

FCC/EMC

All digital devices must comply with the relevant FCC Part 15 regulations.

Examples of digital devices:

- Computers
- Calculators
- Digital Watches
- Clocks
- Telephones
- Microwave Ovens
- Dvd Players

If your device falls under the FCC definition of a digital device, you must submit a copy of the FCC report from an accredited test lab documenting your product's compliance to the FCC Part 15 regulations.

THE VENDOR IS SOLELY RESPONSIBLE FOR COMPLYING WITH FCC/EMC REQUIREMENTS

US CONFLICT MINERALS LAW

Conflict minerals are minerals mined in conditions of armed conflict and human rights abuses, mostly in the eastern provinces of the Democratic Republic of the Congo (DRC), and of its nine adjoining countries. These minerals include: Tin, Tantalum, Tungsten, and Gold. We, the undersigned company, affirm none of our products sold to The Sportsman's Guide contain any of these conflict minerals per Section 1502 of the Dodd–Frank Wall Street Reform and Consumer Protection Act.

THE VENDOR IS SOLELY RESPONSIBLE FOR COMPLYING WITH THE US CONFLICT MINERALS LAW



MERCHANDISE RETURN AND CANCELLATION POLICIES

SG reserves the following rights with respect to the return of merchandise and cancellation of any order at Vendor expense (incoming and outbound freight and handling charges when applicable) and without prior authorization.

1. To return all merchandise delivered that is not equivalent to samples submitted or examined, or is damaged, or is not fit for resale, or is different from the amount ordered, or does not conform to all specifications, terms and conditions of this order and to all warranties and guarantees herein set forth (being considered “defective” merchandise for our purposes). It is understood that this return policy shall apply to all such merchandise when found to be defective at any time prior to resale or after resale and for which **SG** allows the customer a refund or credit; and upon the return of the defective merchandise, **SG** shall have the right to charge back to Vendor the cost thereof, plus a fee to cover lost sales, marketing, the freight involved and a handling charge.
2. To refuse and/or return without authorization all merchandise that does not meet our purchase order specifications of style, size, color, quantity and/or quality (including unauthorized substitutions); or that is shipped before the ship date, or without valid purchase order numbers. When such merchandise must be returned, it shall be returned via carrier of our choice, F.O.B. origin, freight collect. Consideration will be given to the vendor’s carrier of choice upon receipt of vendor’s written request stating that the vendor will not refuse any such returned goods.
3. Shipments made by the vendor without regard to our ship date may act to automatically cancel any order unless the dates are extended in writing by an authorized agent of **SG**.
4. To cancel any order, in whole or in part, in the event the merchandise is not shipped in accordance with the terms and conditions thereof, and to cancel the order or any undelivered part thereof, in the event of an Act of God, riot, fire, flood, strike, inability to obtain gas or electricity, or any other cause affecting and beyond the control of **SG**.
5. To accept any part of a shipment without waiving the right to reject the balance thereof by reason of vendor failure to comply fully with the terms and conditions of any order.
6. All risks, claims, storage or handling charges on returns by **SG** that are refused by the Vendor, or on undelivered shipments by the Vendor to **SG** will be the Vendor’s full responsibility, regardless of other terms of sale or passage of title. Any claims for non-payment of an invoice by reason of either our non-receipt of merchandise shipped by the Vendor or Vendor non-receipt of merchandise



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returned by us, must be sent to **SG** via certified mail no later than 60 days after merchandise is shipped.

7. To return Merchandise and cancel any outstanding orders where a claim is made by others (whether founded or unfounded) that any action by **SG** involving the merchandise by others violates any legal requirement for manufacturing, sale, labeling, safety, transportation of merchandise or infringes any alleged patent, design, trade name, trademark, copyright, trade dress, right of privacy, or other similar proprietary right. In addition to the other rights, **SG** shall have the right to charge back the Vendor the cost thereof, the freight involved and a handling charge. In the event **SG** is precluded from returning the merchandise by act of government agency or regulatory authority, **SG** shall be entitled to offset the costs of merchandise seized to the extent permitted by law.

8. Where **SG** has good cause at any time to believe that any items of merchandise suggested or supplied pursuant to the order contain defects or hazards that could create a substantial risk of injury to any person or property, upon **SG's** request, the Vendor shall, at the Vendor's expense, use it's best efforts to locate, identify and recall such items, whether in the possession of **SG** or **SG's** customers. The vendor, upon recalling such items, shall repair or replace them, or refund to retail purchasers their full retail price and any reasonably foreseeable consequential damages (fines, costs, etc.).



SG CONTACT LIST

FOR ASSISTANCE ON:

E-MAIL:

Accounts Payable	AccountsPayable@sportsmansguide.com
Returns Department	Returns2@sportsmansguide.com">Returns2@sportsmansguide.com
Drop Ship: Inquiries / Backorder Dates / Out of Stock	DropShip@sportsmansguide.com
EDI (Electronic Data Interchange)	EDI@sportsmansguide.com
Purchase Orders	Inventory Analyst on Purchase Order call: 651-451-3030
Receiving Department – Main Warehouse	Receivingdesk@sportsmansguide.com
Transportation: Routing & Delivery Appointments	Traffic@sportsmansguide.com
Vendor Compliance, Bar-coding, Packaging	VendorCompliance@sportsmansguide.com
Product Liability Insurance	PLI@sportsmansguide.com
Legal	Legal@sportsmansguide.com
Corporate Receptionist	Email: Receptionist@sportsmansguide.com Phone: 651-451-3030

