

DOMESTIC ROUTING GUIDE

1. Introduction. This Domestic Routing Guide (“Routing Guide”) contains instructions and fees which apply to Products shipped domestically (within the contiguous United States) to Overstock.com, Inc. (“Overstock”). This Routing Guide is incorporated into and subject to the Master Vendor Agreement in effect between Overstock and Vendor. Terms not defined herein shall have the same meaning as set forth in the Master Vendor Agreement. This Routing Guide was last modified, published and made effective as of July 1, 2012 and supersedes all previous Routing Guides. A current version of the Routing Guide can be accessed at: <http://www.overstock.com/downloads/pdf/domesticroutingguide.pdf>.

2. Definitions.

- 2.1** “Bill of Lading” means a document issued by a freight carrier detailing the type, quantity, destination and other information relating to Products being shipped by such freight carrier.
- 2.2** “Carton” means a plastic or cardboard box used to pack, store and transport Products.
- 2.3** “FOB” means free on board and indicates where title and risk of loss to Products pass from Vendor to Overstock. FOB is specified on each Purchase Order as either FOB Origin (Vendor’s warehouse or other location specified by Vendor) or FOB Destination (Overstock’s warehouse or other location specified by Overstock).
- 2.4** “Invoice” means a document prepared by Vendor and submitted to Overstock requesting payment in accordance with the Purchase Order. “Invoice” also means a document prepared by Overstock and submitted to Vendor requesting payment for fees or costs incurred due to receipt of Non-Conforming Products.
- 2.5** “Original Promised Date” means the original and unrevised Promised Date specified on a Purchase Order.
- 2.6** “Pallet” means a reusable platform usually made of wood, on which freight is loaded. The standard size of a Pallet is 48 inches x 40 inches.
- 2.7** “Packing List” means an itemized list of Products included with each shipment specifying the Purchase Order number, quantity and description of Products.
- 2.8** “Payment Terms” means the agreed-upon time for payment specified on the Purchase Order.
- 2.9** “Products” means goods supplied by Vendor to Overstock.
- 2.10** “Promised Date” means the date specified on each Purchase Order that identifies the date that Products must be physically present and ready for tender to Overstock or its designated carrier at the specified FOB location.
- 2.11** “Purchase Order” means a document created by Overstock and transmitted to Vendor respecting Overstock’s offer to purchase Products from Vendor. A Purchase Order sets forth the description, quantity, price, payment terms, Promised Date, FOB and other terms and conditions.
- 2.12** “Routing Notification Form” is a form which must be submitted by Vendor to Overstock via facsimile or email prior to shipping Products to Overstock. The Routing Notification Form is located at the end of this Routing Guide.
- 2.13** “SKU” means a bar-scan-readable stock-keeping unit assigned by Overstock uniquely identifying a Product.
- 2.14** “Soft Goods” means goods that are soft to the touch, such as clothing and other textile goods. Soft Goods includes, but is not limited to clothing, fashion accessories, rugs, towels, backpacks and handbags.
- 2.15** “UPC” means a bar-scan-readable universal product code uniquely identifying a Product.
- 2.16** “Vendor” means any person, corporation, limited liability company, partnership or other legal entity who supplies Products to Overstock pursuant to the Master Vendor Agreement.

3. Carriers. Overstock requires Vendors shipping FOB Origin to ship via the following carriers:

Shipping Mode	Carrier	Contact
Small parcel air and ground	UPS	inboundlogistics@overstock.com
Small parcel air and ground	FedEx	inboundlogistics@overstock.com
LTL or Truck Load	TMC	inboundlogistics@overstock.com

4. Routing.

- 4.1 Third Party Transportation Management and Logistics Coordinator.** Overstock may require Vendor to use a third party transportation management and logistics coordinator to route shipments to Overstock. If required by Overstock, when Products are ready to ship, Overstock or Vendor, as directed by Overstock, will be required to input shipping details through such third party transportation management and logistics coordinator's web portal. After receipt of the shipping details, the third party transportation management and logistics coordinator will thereafter tender the details of the shipment to the relevant carrier. Vendor will be able to track the shipment from pick-up to delivery. All questions regarding Overstock's third party transportation management and logistics coordinator should be directed to Overstock's Trafficking Department.
- 4.2 Routing.**
- 4.2.1 Collect.** If the FOB term on the Purchase Order is "FOB Origin," Vendor must fax or email a complete Routing Notification Form to Overstock's Trafficking Department no earlier than 7 calendar days prior to the Promised Date and no later than 2 business days prior to the Promised Date. Each Purchase Order must have a separate Routing Notification Form. Once the Routing Notification Form has been received by Overstock's Trafficking Department, Overstock will send all necessary carrier information to Vendor via fax or email. A copy of the Routing Notification Form is included at the end of this Routing Guide.
- 4.2.2 Prepaid.** If the FOB term on the Purchase Order is "FOB Destination," Vendor must fax or email a complete Routing Notification Form to Overstock's Trafficking Department no earlier than 7 calendar days prior to the Promised Date and no later than 2 business days prior to the Promised Date. Each Purchase Order must have a separate Routing Notification Form. Once the Routing Notification Form has been received by Overstock's Trafficking Department, Overstock will contact the Vendor via fax or email. A copy of the Routing Notification Form is included at the end of this Routing Guide.
- 4.3** All deliveries are made by appointment only. For delivery appointments please contact Overstock's Trafficking Department at receivingappointments@overstock.com or 801-947-5134.
- 4.4** Vendor must have Products ready to ship when the carrier arrives. If a carrier is routed to Vendor, but when the carrier arrives, the carrier is turned away or is required to wait because the Products are not ready to be shipped, Vendor will incur a fee.
- 4.5** Vendor must fax or email a Routing Notification Form to Overstock prior to each delivery.

5. Shipping Standards.

- 5.1** Vendor may not ship Products from one Purchase Order in multiple shipments without prior approval from Overstock. All Cartons associated with a Purchase Order must be shipped together. Where the volume of Products on a Purchase Order exceeds one truck load, Vendor must receive approval from Overstock's Trafficking Department prior to shipment.
- 5.2** Products must be physically present at the FOB location as specified on the Purchase Order no earlier than 7 calendar days prior to the Promised Date and no later than the Promised Date.
- 5.3** Vendor shall not ship unordered Products.
- 5.4** Products (style, number, size, color, etc.) and quantities received, identified on the Packing List and Purchase Order must match.
- 5.5** Vendor shall provide dimensions and weight of each Product to Overstock.

6. Palletizing.

- 6.1** All freight must be palletized. Exceptions may be granted upon prior written approval.
- 6.2** Palletized Product must be stretch-wrapped to prevent Products from slipping or falling while in transit.
- 6.3** All Products packaged with less than a full case must be placed on the top layer of the Pallet with like SKU, and if required by Overstock, a UPC (following UCC/GS1 128 standards in 3 of 9 barcode font).
- 6.4** Pallets should not be overloaded with Products and/or Cartons.

7. Packing.

- 7.1** Products from multiple Purchase Orders may not be mixed in a single Carton.
- 7.2** Directional arrows must be adhered to when stacking or loading Cartons.
- 7.3** Cartons shipped via UPS must be shipped in accordance with UPS shipping standards. UPS shipping standards can be found at: <http://www.ups.com/content/us/en/resources/prepare/guidelines/index.html>.
- 7.4** Products with mixed SKU, and if required by Overstock, a UPC (following UCC/GS1 128 standards in 3 of 9 barcode font) on a Pallet or in a Carton should be avoided when there is sufficient volume of one SKU, and if required by Overstock, a UPC (following UCC/GS1 128 standards in 3 of 9 barcode font) to make a full Pallet or Carton. If necessary, Products containing more than one SKU, and if required by Overstock, a UPC (following UCC/GS1 128 standards in 3 of 9 barcode font) loaded on the same Pallet or placed in the same Carton must contain a "MIXED" sign on the Pallet or Carton.

7.5 If Product requires repackaging, Vendor will incur a fee.

8. Labeling.

8.1 If Product is of a fragile nature, Cartons must clearly be marked "FRAGILE" or "HANDLE WITH CARE."

8.2 Each Product must be labeled with a complete SKU, and if required by Overstock, a UPC (following UCC/GS1 128 standards in 3 of 9 barcode font), which must be visible and reasonably accessible.

8.3 Each Pallet must be marked with the following:

8.3.1 Purchase Order number

8.3.2 Number of Cartons on Pallet

8.3.3 Color assortment

8.3.4 SKU, and if required by Overstock, a UPC (following UCC/GS1 128 standards in 3 of 9 barcode font)

8.3.5 Vendor style/model name

8.3.6 Vendor style/model number

8.4 Each Carton must be marked with the following:

8.4.1 Purchase Order number

8.4.2 Color assortment

8.4.3 SKU, and if required by Overstock, a UPC (following UCC/GS1 128 standards in 3 of 9 barcode font)

8.4.4 Vendor style/model name

8.4.5 Vendor style/model number

8.4.6 Size

8.5 Product may contain only a pricing ticket from a manufacturer or brand owner.

8.6 Vendor may request SKU labels by contacting Overstock's third party supplier of labels. Contact Overstock for details.

9. Soft Goods.

9.1 All Soft Goods must be individually polybagged and securely sealed.

9.2 The following Soft Goods must be shipped on a hanger:

9.2.1 Suits

9.2.2 Wool Coats

9.2.3 Men's Blazers

9.2.4 Dresses

9.3 All Soft Goods must be individually stamped, tagged, labeled or otherwise identified with the following:

9.3.1 All information required by the Textile Products Identification Act (15 U.S.C. § 70) and all rules and regulations pertaining to the Textile Products Identification Act (16 CFR Part 303).

9.3.2 Information containing regular care information and instructions that will not become separated from the Product and will remain legible during the useful life of the Product in accordance with the Care Labeling Rule promulgated by the Federal Trade Commission (16 CFR Part 423).

9.3.3 Size

9.3.4 Style and/or model number

9.3.5 Color

9.3.6 Product Name

9.4 Unless otherwise specified on the Purchase Order, all Soft Goods with coordinate groups/sets must be shipped complete.

10. Jewelry.

10.1 Each piece of jewelry must be:

10.1.1 Sealed in a baggie

10.1.2 Marked with a SKU, and if required by Overstock, a UPC (following UCC/GS1 128 standards in 3 of 9 barcode font)

10.1.3 Marked with a Vendor model/style

10.2 For multiple pieces of the same style, staple or bundle the baggies together, enclose them in a Carton and label the Carton.

10.3 Each necklace/pendant style must be threaded through and come with identical chains.

10.4 All earrings must come with identical, attached earring backs.

10.5 All Cartons must contain less than \$50,000 worth of Product. If a Purchase Order has a value greater than \$50,000, separate the Purchase Order into multiple Cartons.

10.6 Do not indicate on the exterior of the Carton that the items enclosed are jewelry or have a "high value."

10.7 All jewelry Products must be delivered to the specific jewelry address identified herein.

11. Watches.

11.1 Each watch must be pre-boxed in a watch box with a manufacturer's warranty and/or instruction book inside the watch box.

11.2 Each watch must include a swing tag. The swing tag must be labeled with a full scannable SKU, and if required by Overstock, a UPC (following UCC/GS1 128 standards in 3 of 9 barcode font) (example: 4180099-000-005).

11.3 Each watch must be labeled with the manufacturers' model/style number.

11.4 All Cartons/boxes must contain less than \$50,000 worth of Products each. If your Purchase Order has a value greater than \$50,000, please separate the Purchase Order into multiple Cartons/boxes.

11.5 Please do not indicate on the outer carton that the items included in a package are watches or have a "high value."

11.6 All watch Products must be delivered to the specific address identified herein.

12. Missing Instructions and Parts.

12.1 Products must be supplied with all parts and accessories.

12.2 Products shall be supplied with assembly instructions and general instructions.

13. Shelf Life.

13.1 Where applicable, all Products containing expiration dates must be received by Overstock containing a minimum of 270 days of shelf life. Product expiration dates must be uniform within each Carton.

14. Packing List.

14.1 A Packing List must accompany each shipment.

14.2 In the event multiple trailers or containers are necessary to ship Products, an itemized Packing List must accompany each trailer or container.

14.3 Each Packing List must contain the following:

14.3.1 Purchase Order number

14.3.2 SKU, and if required by Overstock, a UPC (following UCC/GS1 128 standards in 3 of 9 barcode font)

14.3.3 Vendor style/model numbers

14.3.4 Size range and color assortment per style as stated on the Purchase Order

14.3.5 Quantity shipped per SKU, and if required by Overstock, a UPC (following UCC/GS1 128 standards in 3 of 9 barcode font)

14.3.6 Total units per shipment

14.3.7 Total Cartons per shipment

14.4 A copy of the Packing List must be placed in a sealed envelope and attached to the outside of the lead carton marked "Lead Carton." Upon shipment, the Lead Carton must be placed at the back of the trailer/container where it can easily be seen when the trailer/container doors are opened.

15. Bill of Lading.

15.1 A Bill of Lading must accompany each shipment.

15.2 The Bill of Lading must contain the following:

15.2.1 Purchase Order number

15.2.2 Number of Cartons and Pallets

15.2.3 Weight of shipment

15.2.4 Description of the merchandise (actual National Motor Freight Classification ("NMFC") for LTL shipments)

15.2.5 Complete origin address including street, city, state and zip

15.2.6 Complete destination address including street, city, state and zip

15.2.7 A note stating: "All deliveries are by appointment only – email – receivingappointments@overstock.com or call 801-947-3804 for a delivery appointment"

15.2.8 Seal number

16. Purchase Orders and Invoicing.

16.1 All Invoices must be sent to Overstock's corporate office – ATTN: Accounts Payable Department. **See below for Accounts Payable Department contact information.**

16.2 Do not include Invoices with shipments. Only Packing Lists and Bills of Lading should accompany shipments. Do not include Product prices on Packing Lists or Bills of Lading.

16.3 Submit only one Invoice per Purchase Order.

16.4 All Invoices must reference a complete SKU, and if required by Overstock a UPC (following UCC/GS1 128 standards in 3 of 9 barcode font) (example: 4180099-000-005) per line.

16.5 Invoice cost must match Product cost as listed on the Purchase Order.

16.6 As a condition to payment, Vendor must be able to provide proof of delivery; such as a signed copy of the Bill of Lading or tracking numbers for shipments sent via ground carrier, as requested.

16.7 Failure to adhere to the invoicing requirements listed herein will result in delayed processing and payment.

17. Fee Schedule.

	Compliance Violation	Fee	Section
1	Vendor ships FOB Origin with a carrier other than a required carrier	Excess cost of shipping above the rate that would have been charged by a required carrier if Vendor had shipped with a required carrier	3
2	Carrier turned away or required to wait because the Products are not ready to be shipped	Actual fee imposed on Overstock by carrier	4.4
3	Routing Notification form not emailed or faxed to Overstock's Trafficking Department	\$50 per occurrence	4.5
4	Products from one Purchase Order shipped in multiple shipments without prior approval	\$50 per occurrence plus actual cost of freight for each shipment after the first shipment	5.1
5	Products not physically present and made available to Overstock at the specified FOB location by the Promised Date	Cost concessions, cancellation of Purchase Order or returned to Vendor at Vendor's expense, in Overstock's sole discretion	5.2
6	Receipt of unordered Product	In addition to returning Product to Vendor at Vendor's expense or disposing of such Product in Overstock's sole discretion if Vendor fails to authorize a return within 5 business days as set forth in the Master Vendor Agreement, \$25 per Purchase Order plus \$1 per item up to a maximum fee of \$125	5.3

7	Products and quantities received, identified on the Packing List and Purchase Order do not match	\$50 per Pallet	5.4
8	Quoted dimensions and/or weight differ to such a degree that shipment cost is greater than expected	Excess cost of shipping above the rate that would have been charged had the dimensions and/or weight been accurate	5.5
9	Freight not palletized (unless Overstock has waived the palletizing requirement in writing)	\$300 per load for truck load; \$150 per load for LTL	6.1
10	Palletized Product not stretch-wrapped	\$50 per Pallet	6.2
11	Products from multiple Purchase Orders mixed in a single Carton	\$50 per Carton	7.1
12	Failure to place a "MIXED" sign on a Pallet and/or Carton with mixed SKUs, and if required by Overstock, a UPC (following UCC/GS1 128 standards in 3 of 9 barcode font)	\$50 per Pallet and/or Carton	7.4
13	Product requires repackaging	Cost of packaging materials plus labor costs	7.5
14	Product not labeled with a SKU, and if required by Overstock, a UPC (following UCC/GS1 128 standards in 3 of 9 barcode font)	\$0.50 per Product plus labor costs	8.2
15	Pallet not labeled correctly	<ul style="list-style-type: none"> • Purchase Order number - \$1 per piece plus labor costs • Number of Cartons on Pallet - \$1 per piece plus labor costs • Color assortment - \$1 per piece plus labor costs • SKU, and if required by Overstock, a UPC (following UCC/GS1 128 standards in 3 of 9 barcode font) - \$1 per piece plus labor costs • Vendor style/model name - \$1 per piece plus labor costs • Vendor style/model number - \$1 per piece plus labor costs 	8.3
16	Carton not labeled correctly	<ul style="list-style-type: none"> • Purchase Order number - \$1 per piece plus labor costs • Color assortment - \$1 per piece plus labor costs • SKU, and if required by Overstock, a UPC (following UCC/GS1 128 standards in 3 of 9 barcode font) - \$1 per piece plus labor costs • Vendor style/model name - \$1 per piece plus labor costs • Vendor style/model number - \$1 per piece plus labor costs • Size - \$1 per piece plus labor costs 	8.4
17	Soft Goods not individually poly bagged and sealed	\$1 per Product plus labor costs	9.1
18	Suits, wool coats, men's blazers or dresses not shipped on a hanger	\$1 per Product plus labor costs	9.2
19	Soft Goods not supplied in accordance with the Textile Products Identification Act, the rules and regulations pertaining to the Textile Products Identification Act, the Care Labeling Rule, other requirements of law, or as required by this Routing Guide or the Master Vendor Agreement	\$0.50 per item plus labor costs	9.3
20	Coordinate Soft Goods shipped incomplete	Returned to Vendor freight collect plus \$100 per order	9.4
21	Jewelry not sealed in a baggie, marked with a SKU, and if required by Overstock, a UPC (following UCC/GS1 128 standards in 3 of 9 barcode font) and Vendor model/style	\$1 per item plus labor costs	10.1
22	Necklace/pendant received without matching chain	\$1 per Product plus labor costs	10.3
23	Earrings received without matching backs	\$1 per Product plus labor costs	10.4
24	Cartons containing more than \$50,000 worth of Product and which are damaged or where loss occurs	\$100 per Carton plus damage or loss in excess of \$50,000	10.5, 11.4
25	Jewelry or Watches delivered to the wrong address	\$100 per occurrence	10.7, 11.6
26	Watch not pre-boxed in a watch box with a manufacturer's warranty and/or instruction book inside the watch box	\$1 per item plus labor costs	11.1
27	Watch not labeled with the manufacturers model/style number	\$1 per item plus labor costs	11.3
28	Products supplied with missing parts	\$15 per item plus freight	12.1
29	Products containing expiration dates received without	Product returned to Vendor at Vendor's expense or Product	13.1

	a minimum of 270 days of shelf life	disposed of in Overstock's sole discretion if Vendor fails to authorize a return within 5 business days	
30	Packing List does not accompany shipment	\$100 per occurrence	14.1
31	Multiple trailers or containers in a single shipment without an itemized Packing List for each trailer or container	\$100 per occurrence	14.2
32	Packing List accompanies shipment, but is incomplete	\$100 per occurrence	14.3
33	Packing List not attached to the outside of the "Lead Carton"	\$100 per occurrence	14.4
34	Bill of Lading does not accompany shipment	\$100 per occurrence	15.1
35	Bill of Lading accompanies shipment, but is incomplete	\$100 per occurrence	15.2
36	More than one Invoice related to any single Purchase Order is received by Overstock	\$20 per Invoice	16.3
37	Invoice does not contain complete SKU, and if required by Overstock, a UPC (following UCC/GS1 128 standards in 3 of 9 barcode font),	\$20 per Invoice	16.4
38	Invoice cost does not match Product cost as listed on the Purchase Order	\$20 per Invoice	16.5

18. Contact and Address Information.

18.1 "Castle" Distribution Center – Salt Lake City, UT

Receiving Hours	7:00 a.m. – 11:00 a.m. (MST/MDT)
Routing Notification Form Inquiries	Phone: 801-947-3673 Fax: 801-947-5245 E-Mail: inboundlogistics@overstock.com
Delivery Appointments	Phone: 801-947-3673 Fax: 801-947-5245 E-Mail: receivingappointments@overstock.com
Delivery Address	Overstock.com 1862 South 4800 West Salt Lake City, UT 84104
Delivery Address (Jewelry & Watches)	Overstock.com Attention: Cage 1790 South 4800 West Salt Lake City, UT 84104

18.2 Corporate Office

Corporate Address	Overstock.com 6350 South 3000 East Salt Lake City, UT 84121 Phone: 801-947-3100
Accounts Payable	Overstock.com 6350 South 3000 East Salt Lake City, UT 84121 Attn: Accounts Payable E-mail: accountspayable@overstock.com Phone: 801-947-3100 Fax: 801-401-7924

ROUTING NOTIFICATION FORM

This Form must be completed and faxed or emailed (email preferred) **at least 2 business days prior to each shipment.**

- **E-mail:** inboundlogistics@overstock.com
- **Fax:** 801-947-5245
- **Phone:** 801-947-3804

Purchase Order #:

Total number of units shipping:

Date Product will be available for pick up:

Does this shipment complete the order: Yes [] No []

Contact:

Phone #:

Fax #:

E-mail address:

Warehouse/Company Name:

Warehouse Address:

City, State, Zip:

Hours available for pick up:

NMFC# / Class:

Total Weight:

Total Cubic Feet:

Number of Pallets: Pallet Dimensions (with freight): L: W: H:

Can pallets be double-stacked: Yes [] No []

Number of Cartons:

Weight per Carton:

Carton Dimensions:

Residential Pick-up Lift Gate Required

Special Instructions: _____

