

SALLY BEAUTY NEW VENDOR INFORMATION

Please fill in the following information and return to your Sally Category Manager immediately.

Company Name: _____

Company Address: _____

Company Phone #: _____

Company Fax #: _____

Primary Contact: _____

Contact's Phone #: _____

Contact's Email: _____

Payment Terms: _____

Freight Terms: _____
(Prepaid) (All freight must be FOB Destination)

Rep's Name: _____
(if applicable)

Rep's Address: _____

Rep's Phone #: _____

Rep's Email Address: _____

Attention:

Date: _____

Dear _____,

Welcome to Sally Beauty Supply LLC. Thank you for choosing Sally to be a distributor of your products. In order for us to begin our partnership, it is necessary for you to provide some vital information about your company. Also note that we have receiving requirements for our Replenishment Centers and preferred freight companies that will help your merchandise flow faster and more efficiently.

Attached is a copy of Sally Beauty Supply's Statement of Objectives and Policies. Also attached are certain forms that need to be completed, signed and returned to me immediately. These forms are:

- New Vendor Information Form
- Allowance Agreement
- Hazardous Material Information Sheet
- W-9
- Sally Beauty Web Information Sheet
- Shipping Requirements and Handling Penalty Policy
- Standard Terms and Conditions Agreement
- Authorization for Direct Deposit (if applicable)
- Manufacturer's New Item Presentation Sheet(s)
- Canada Cosmetic Notification (if applicable)

In addition, we must have copies of the following:

- Certificate of Insurance with Sally named as an additional insured (future certificate updates can be mailed directly to Sally's Legal Department). Please use the following verbage; "Sally Beauty Supply LLC its Parents, Subsidiaries and Affiliates are listed as additional insured."
- Material Safety Data Sheets (MSDS) for each product we buy from you
- NAFTA Certificate of Origin for each product we buy from you that originates from a NAFTA country

The following guidelines are performance criteria for Sally vendors and it is requested that you adhere to them. Each year, three vendors are recognized by Sally as outstanding vendors using these requirements as a basis for selection:

- Participation in Sally Programs
- Timely introduction of new items
- Marketing to fit the needs of the Sally customer
- Adherence to Sally receiving requirements
- Providing outstanding merchandising and marketing support
- Meeting deadlines
- Timely shipping and delivery information
- None or minimal backorders
- Yearly business review based on unit sales

We look forward to a long, mutually profitable relationship with you and your company. Please contact either myself or my Merchandising Director, _____, if you have any questions regarding the requested information. I would like to thank you in advance for your prompt attention to these important matters.

Sincerely,

Category Manager

Attachments

Doc#NV-4

Sally Beauty Supply Product Objectives

In order to maintain its objectives, Sally may elect not to purchase branded products that are sold through retail outlets or combination retail/professional outlets.

As this occurs from time to time, some suppliers make the election to convert, or allow others to convert through diverted distribution, their strictly professional branded products into a consumer product to be marketed through some or all forms of retail outlets. Sally Beauty Supply has not control over these business decisions made by the supplier. However, Sally Beauty Supply reserves the right to discontinue stocking these branded products, since such products no longer are strictly professional products and no longer meet the business objectives and goals of Sally Beauty Supply.

We trust that you understand our policy and our corporate objective of continuing to carry professional only nail and hair care products, so as to serve the professional hair care and nail community.

CODE OF BUSINESS CONDUCT AND ETHICS

Conflicts of Interest

Employees must base business decisions and actions on the best interest of the Company. Accordingly, Company policy prohibits conflicts of interest. A conflict of interest occurs when an individual's personal interest interferes in any way-or even appears to interfere-with the interests of the Company as a whole. A conflict situation can arise when an Employee or a member of his or her family takes actions or has interests that may make it difficult to perform his or her Company work objectively and effectively. Conflicts of interest also arise when an Employee or a member of his or her family receives improper personal benefits as a result of his or her position in the Company. Such conflicts of interest can undermine an Employee's business judgment and responsibility to the Company and so threaten the Company's business and reputation. Accordingly, all apparent, potential, and actual conflicts of interest should be scrupulously avoided. Though it is not possible to list every activity or situation that might raise a conflict of interest issue, the list below is included to help you recognize some of the more significant examples of prohibited conflicts of interest:

Corporate Opportunities. Employees are prohibited from converting for personal benefit any opportunities that are discovered through the use of corporate property, information or position, or from using corporate property, information or position for personal gain or to compete with the Company.

Gifts. In order to maintain trust and integrity with our business partners and avoid even the appearance of unethical or illegal conduct or a potential conflict of interest, it is important to be prudent when accepting business courtesies such as the giving and receiving of gifts or entertainment:

Employees are expected to act with integrity when deciding whether to accept a business courtesy (i.e., anything of value for which the recipient does not pay fair market value, including gifts, services and entertainment). Employees who are buyers, who influence buying, or who are involved in procurement transactions in any way (e.g., determining specifications, evaluating bids, choosing vendors or suppliers) must be especially careful when deciding whether to accept a business courtesy.

Employees must:

- Accept only personal gifts that would be considered common business courtesies and for which we would reasonably expect to give something similar in return in the normal course of business.
- Obtain the approval of the General Counsel before accepting business courtesies that exceed \$150.
- Report to the General Counsel any business courtesies received from representatives of foreign countries.

Company employees must not:

- Accept any business courtesy that might be intended to influence, or appears to influence, a business decision.
- Solicit gifts, favors, travel or entertainment from a business partner.
- Offer any gift, travel expense, entertainment or meal, regardless of the cost, to a person who works for a foreign or federal, state or local government entity or any intermediary.

Company employees may attend meals sponsored by a business partner when the sponsoring individual is in attendance.

Supplier/Seller Name

Address

City

State

Zip

Dear Valued Supplier:

Sally Beauty Supply LLC ("Sally") asks all suppliers to agree to standardized terms and conditions of purchase. In addition, we require an insurance certificate from each supplier. Please return one countersigned copy of this letter confirming that Sally's standard terms and conditions, found appended as Attachment I, will apply to all orders, whether by purchase order or otherwise. Note particularly the insurance requirements (Paragraph 9). Comprehensive general liability insurance with the limits specified in Attachment I is required. If this is more than you presently carry, any increase over your current limits (but not coverages) can be deferred until your next insurance renewal date, if less than a year. Please provide a copy of your insurance certificates, showing that "Sally Beauty Supply LLC, its subsidiaries and affiliates" are named as additional insureds, with your response.

The Chairman, President, or a Vice-President of your company should sign where shown below and this letter should then be returned to the Merchandising Coordinator at the address shown on this letterhead. Retain a copy for your files. The response is due within thirty (30) days.

Thank you for your immediate attention and cooperation.

Sincerely,



John Henrich

Senior Vice President, General Counsel and Corporate Secretary

On behalf of the Seller, I acknowledge and agree that the Purchase Order Terms and Conditions (02/18), appended as Attachment I, and incorporated herein, will apply to all orders by Sally Beauty Supply LLC, its subsidiaries and affiliates.

Signature

Print Name

Title

Date

PURCHASE ORDER TERMS AND CONDITIONS ("Terms")
05/21 Ed.

Seller ("Seller") on behalf of itself, and its subsidiaries and affiliates (collectively, "Seller Affiliates" together with Seller, "Seller Party(ies)"), and Arcadia Beauty Labs LLC, ("Buyer") its subsidiaries and affiliates (including but expressly not limited to Beauty Systems Group LLC and Sally Beauty Supply LLC) (collectively, "Buyer Affiliates" together with Buyer, "Buyer Party(ies)"), agree to be bound by all terms and conditions contained or incorporated in these Terms, all of which are a part of each Purchase Order issued to a Seller Party by a Buyer Party ("Order"). Any provisions in a Seller Party's invoices, billing statements, acknowledgment forms, or similar documents which are inconsistent with the provisions of these Terms or an Order shall be of no force or effect. The price set forth in each Order includes the cost of manufacturing, packaging, labeling, and shipping unless otherwise specified in the Order. Any price increase will be mutually agreed and will take effect as to Orders placed more than ninety (90) days following agreement on the change. Seller Parties agree to remain bound by these Terms whenever Merchandise is ordered, whether the Order is placed directly with Seller Party or through a third party, such as a jobber or sales agent.

- 1. Seller's Representations and Warranties.** Seller Parties represent and warrant to Buyer Parties, in addition to all warranties implied by law, that each item of merchandise, together with all related packaging, labeling containers, closures, trade dress, and other material furnished by Seller Parties ("Merchandise") shall: (a) be free from defects in design, workmanship and/or materials, and good and merchantable and fit for the purposes of all actual, anticipated or reasonable foreseeable consumers or users to which they are sold or marketed by any Buyer Party, whether or not any Seller Party has any knowledge of such purposes, including that of any and all actual, anticipated, or reasonable foreseeable consumers or users; (b) conform in all respects with all applicable federal, state, local, and foreign laws statutes, regulations, or governing authority, including any common law. Compliance with foreign law applies to the extent Merchandise is specifically ordered by a Buyer Party to be distributed or sold in any country or jurisdiction outside of the United States, and Seller Party knows or has reason to know; (c) not infringe or encroach upon Buyer Parties' or any third party's personal, contractual or proprietary rights, including but expressly not limited to patents, trademarks, copyrights, rights of privacy, or trade secrets; (d) conform to all of Buyer Parties' specifications and all articles shown to Buyer Parties as samples; (e) not contain deleterious or banned hazardous substances within the meaning of or otherwise in violation of the Consumer Product Safety Act, and the regulations published under the authority of this law, or other applicable U.S. Consumer Product Safety Commission regulations, as amended from time to time, and not be a misbranded or unsuitable package under or otherwise in violation of the Federal Hazardous Substances Act, the Child Safety Protection Act, the Poison Prevention Packaging Act, or the Flammable Fabrics Act, as amended from time to time, including the regulations published under the authority of these laws; (f) be placed in packages that reflect true net weight, measure, contents and size, pursuant to applicable federal, state, and foreign (to the extent Merchandise is sold in any country outside of the United States and Seller Party is advised of the intended market for such Merchandise) requirements, regulations, statutes and/or governing authority, including without limitation the Fair Packaging and Labeling Act; (g) not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended from time to time ("FD&C Act"), and is not an article which may not be introduced into interstate commerce, under the provisions of the FD&C Act, including without limitation, Chapter VII, General Authority, Subchapter B, Colors, Section 721, and any related regulation or statute concerning the safety of a color additive, and, Sections 402 (c), 501 (a)(4), or 601 (e) of the FD&C Act, and that all Merchandise is comprised only of color additives certified in accordance with any regulations published under the authority of the FD&C Act; (h) comply with those consumer protection laws, regulations, statutes, and other regulatory authority that regulate unfair and deceptive trade practices as enforced by the US Department of Justice Civil Division's Office of Consumer Litigation or state offices for consumer protection, including without limitation the Federal Trade Commission Act, and contain no false, misleading, deceptive or unlawful representations or statements on any labeling, packaging, or Seller Party-furnished advertising materials, and (i) comply with, and Seller Party adhere to and follow, the Personal Care Product Counsel (PCPC) Consumer Commitment Code.
- 2. Seller's Indemnification.** SELLER PARTIES WILL DEFEND, INDEMNIFY, HOLD HARMLESS, BUYER, AND ALL BUYER AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS AND PAY ALL ACTUAL OR ALLEGED CLAIMS, LIABILITIES, DAMAGES (INCLUDING ALL CONSEQUENTIAL, SPECIAL, INCIDENTAL, AND PUNITIVE DAMAGES), SETTLEMENTS, REASONABLE ATTORNEY FEES, AND ALL OTHER COSTS AND EXPENSES RELATED TO (A) PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE; (B) INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS; (C) BREACH OF ANY CONFIDENTIALITY OBLIGATIONS; (D) SELLER OR SELLER AFFILIATE'S NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, OR

VIOLATION OF LAW; (E) BREACH OF ANY AGREEMENT BETWEEN THE PARTIES, INCLUDING THESE TERMS; AND (F) THE PURCHASE, USE, POSSESSION, CONSUMPTION, OR SALE OF MERCHANDISE. SELLER PARTY MUST DEFEND WITH COUNSEL REASONABLY SATISFACTORY TO BUYER. BUYER RESERVES THE RIGHT TO TAKE CONTROL OF THE DEFENSE.

3. **Defective or Non-Conforming Merchandise; Customer Returns.** Seller agrees to accept all returns of Merchandise returned by individual customers of Buyer Parties or that is discovered to be defective, unsuitable, or non-conforming to these Terms or the Order. Acceptance of Merchandise is subject to the Buyer Party's inspection and approval within a reasonable time after delivery. For all Merchandise returned from anywhere in the distribution, sales, or consumption process, including, by way of example, at either the warehouse/distribution center level or store level, or is otherwise returned by a Buyer Party customer, Buyer Party shall (i) in case of individual customer returns in the ordinary course of business, dispose of Merchandise, provide a defectives report, and charge back Seller for full credit, and (ii) in the case of returns from the warehouse/distribution center level, recalls, or any larger scale returns at the store level, notify Seller before arranging for such Merchandise to be returned to a location, distribution center or warehouse. Upon notice of a Merchandise return under sub-section (ii) above, Seller shall instruct the Buyer Party to either; (a) return such Merchandise to Seller Party for full credit or refund of the purchase price paid to Seller Party by Buyer Party for such Merchandise; or (b) dispose of such Merchandise and provide a corresponding report and charge back the Seller Party for the value of the Merchandise based on the purchase price paid to Seller Party. If Seller Party selects option (i) above, Buyer Party will arrange for the Merchandise to be returned to a location of Seller's choosing at Seller's expense.
4. **Buyer Party's Right to Cancel.** If the Seller Party breaches or fails to perform any of its obligations in any material respect regarding a particular Merchandise item, Buyer Party may terminate and rescind the portion of the Order relating to such Merchandise item. In such event, Buyer Party shall have the right to purchase the product elsewhere and charge the Seller Party for any loss incurred. The risk of loss or damage in transit shall be upon the Seller Party. At the option of Buyer Party, any Merchandise not shipped with 30 days of Order may be canceled or rescheduled for later delivery.
5. **Force Majeure.** Neither party shall be liable for any delay or failure to perform if prevented by acts of God, governmental actions, war, civil disturbance or other unforeseeable contingencies beyond the party's control and not due to its fault or negligence, provided such party promptly notifies the other party of the circumstances of the force majeure. In such event, the Seller Party shall allocate its available supply of Merchandise on a nondiscriminatory basis.
6. **Payment, Deductions, Set Off and Off-Invoice Credits.** Payment terms are 1%, 60 days receipt of goods. Any sums payable to Seller Parties shall be subject to all claims and defenses of Buyer Parties, whether arising from this or any other transaction and Buyer Parties may set off and deduct against any such sums all reasonably anticipated present and future claim or indebtedness of Seller Parties to Buyer Parties. Buyer Party shall provide a copy of the deduction voucher(s) for debits taken by Buyer Party of Seller Party's account as a result of any returns or adjustments. Seller Party shall be deemed to have accepted each such deduction unless Seller Party, within 90 days following receipt of the deduction voucher, notifies Buyer Party in writing as to why a deduction should not be made and provides documentation of the reason(s) given. Such written notice shall be directed to: Group Vice President of Merchandising, Sally Beauty Supply LLC, P.O. Box 490, Denton, TX 76202. Buyer Parties shall not be liable to Seller Parties for any interest or late charges under any circumstances. Any credits for the benefit of Buyer Parties specifically classified into one or more categories (including but expressly not limited to those for advertising, distribution, damaged goods and educational allowances) shall be deemed general credits for the benefit of Buyer Parties.
7. Seller Parties will not hire any employees of Buyer Parties, whether currently or formerly employed within the past one year by a Buyer Party, with whom Company has had contact concerning Orders or Merchandise ("Employee"), without obtaining the prior written consent of Buyer. If Seller Party hires an Employee in any capacity, Seller Party will pay to Buyer 20% of Employee's first year salary, together with any anticipated bonuses and commissions. The foregoing does not apply to, and Seller Parties are not prohibited from: (i) employing any person who contacts Seller Party on their own initiative and without direct solicitation by Seller Parties or their agent, or (ii) conducting general solicitations for other employees or independent contractors through the use of media advertisements, professional search firms, or otherwise. Employee may not solicit business from any Buyer Party for the first one year of their employment with Seller Party.

- 8. Miscellaneous.** (a) All rights or remedies provided to the Buyer Parties in these Terms shall be cumulative and in addition to any other rights or remedies provided at law or in equity. (b) Any provisions in a Seller Party's invoices, billing statements, acknowledgment forms, or other documents including a hard copy Order that are inconsistent with, in addition to, or unrelated to the provisions of these Terms shall be of no force or effect. (c) No modification of terms of an Order shall be valid without written authorization of the appropriate Buyer Party, and then shall only apply to such Order. Any provisions of a hard copy Order that are typewritten or handwritten by Buyer Parties shall supersede any contrary or inconsistent printed provisions therein. (d) If any provision of these Terms shall be held by a court of competent jurisdiction to be contrary to law or public policy, or otherwise unenforceable, the remaining provisions shall remain in full force and effect, and the parties agree to request a court of competent jurisdiction to supply provision(s) to replace the affected provision(s) which most closely approximates the original intent of the parties, or in the alternative, if the prior option is not available by law, to strike the offending words and enforce the remainder of these Terms. (e) Seller Parties must not assign any Order or other rights or delegate any duties under these Terms without Buyer Party's prior written consent and any assignment attempted without consent will be void. (f) Texas law applies, without regard to its conflict of law provisions, to the same extent as with an agreement wholly entered into and performed in the State of Texas. The parties acknowledge and agree that the exclusive forums for maintaining any litigation arising out of or related to these Terms or any Merchandise are the municipal, Texas state, and U.S. federal courts sitting in or with jurisdiction over Denton County, Texas. (g) The cost price set forth in each Order includes the cost of manufacturing, packaging, labeling, and shipping unless otherwise specified in the Order.
- 9. Insurance.** Seller, at its own expense, must maintain while Orders are placed by Buyer Parties and a sufficient period thereafter to ensure claims resulting from any Order will be covered (not less than 3 years after last Order or the applicable statute of limitations, whichever is greater), a commercial general liability insurance policy, including contractual liability, seller's broad form coverage, products liability, and completed operations coverage in a minimum amount of \$2,000,000 Combined Single Limit. "Sally Beauty Supply LLC, its parent, subsidiary and otherwise affiliated entities" shall be named as an additional insured. Insurance shall be primary without rights of subrogation. Seller shall provide certificates of insurance annually evidencing the above coverage and provide 30 days' notice to Buyer of cancellation, reduction of limits, or other material modifications.
- 10. Shipping Instructions.** Shipping Instructions are subject to change, upon notice to Seller. Orders shipped to Buyer Parties shall conform to Buyer's freight handling procedures, including the following: (a) Each purchase order must have a separate bill of lading. More than one purchase order may be shipped on the same truck, however, in this case the proper purchase order number must be written on every carton. (b) Purchase order numbers must be included on the freight bill. (c) A packing slip must accompany every shipment. The packing slip must be with the bill of lading, or in, or attached to, a specifically marked carton. (d) Merchandise must be shipped in master case packs only. Two different items must not be placed in the same carton. Seller must notify Buyer Party if Merchandise is ordered from Seller Party otherwise. (e) Cartons must be clearly marked with the contents. (f) Cartons must be palletized at a height not to exceed 55". (g) Only use Class "A" or "B" 4-way pallets, size 40" by 48." or 42" by 48". (h) Cartons must be secured to pallets so as to not shift in transit, by a means such as shrink wrapping or taping. (i) Freight must be prepaid to destination (FOB destination).

Dear _____,

In order for Sally Beauty Supply to properly execute our marketing objectives with adequate resources, we must represent the requested additional allowances on purchase orders as follows:

Advertising and Distribution 8%, Product Development 2.5%, CRM Allowance 1%, Hazmat .5% and Defective 1%, with a cash discount of 1% 60 ROG.

Please acknowledge same with signature/info below:

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

NEW VENDOR/LINE HOLD-BACK PAYMENT CONTRACT

Date: _____

Vendor Contract #: _____

In the event that the following new item(s) do not meet POS sales expectations at the end of six months from the first day of store sales, _____ agrees to reimburse Sally Beauty Supply a markdown payment equaling 50% of the cost of the product for all store on-hand quantities at the time of the performance review. The agreed upon new item evaluation time period is subject to an extension of an additional six months if it is determined that the item needs more time to be evaluated.

Vendor agrees to provide a hold-back payment amount of \$_____ on the initial purchase order amount as a contingency for any uncollectable amount of the above agreement. After the six month sales performance is evaluated, the hold-back payment will be given back to the vendor for satisfactory performance, taken as payment for the above agreement for unsatisfactory performance, or held for six additional months if additional time is needed to evaluate performance.

Sales Performance Expectations:

<u>Item(s)</u>	<u>SKU#</u>	<u>6 Month Unit Sales Expectation</u>	<u>Cost</u>
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In the event the item is discontinued, any quantity remaining in Sally Warehouses will be returned to Vendor at their expense, including all items at the Denton Ecommerce DC. All on-hand store quantities cannot be returned to vendor. Any additional payment owed to Sally above the hold-back amount will be required in the form of a check and is due within 30 days from the invoice date. This agreement is in addition to any other allowance or agreement.

Vendor Signature/Title_____
Category Manager or Director Signature_____
Print Name_____
Print Name_____
Date_____
Date

SALLYBEAUTY.COM WEB INFORMATION SHEET

Fill in the information below exactly as it should appear on the website. Do not use all caps, save as read only or handwritten form.
Sally Merchandising - Please save completed form named by SKU # to H:\Merch\Web Sheets

Sally SKU #: <input type="checkbox"/> new <input type="checkbox"/> existing		Original Date:	Date Revised:
Sample sent Marketing for Photography <input type="checkbox"/> Yes <input type="checkbox"/> No		Date:	
Product name:		Brand:	
Suggested Online Categories:		Hair Solutions Categories (In Order of Priority):	

PRODUCT INFORMATION

Product Summary: General Info – what does this product do?			
Full Product Description: Please explain in detail the features and benefits of this product.			
Features and Benefits Bullets: Please list 3-5 main selling points for this product.			
<ul style="list-style-type: none"> • • • • • 			
Specifications:			
Size:		Plate Size:	
Quantity:		Barrel/ Diameter:	
Wattage:		Other:	

Usage Tips: Tips in which may not be familiar to user:
Package Directions:
Ingredients: All liquids web sheets MUST have ingredients listed to be accepted.
Other Sizes or Shades Available: This is for Master SKUs with all of the same information. Please place all SKU #'s with the correct names below.
Additional Products in the line: Please add additional SKUs #'s, name, and descriptions.



BRAND/PRODUCT LINE INFORMATION SHEET

Fill in the information below exactly as it should appear on the website. Do not use all caps, save as read only or handwritten form.

	Code:
	Brand Name:
	Product Lines(S):
	Launch/ONLINE DATE:

	BRAND COPY (short description): This will be what displays in Google. Please only make this <i>one sentence</i> .
	BRAND COPY (long description): Please explain in detail this brand's features and benefits with no specific product call outs. Please include a minimum of <i>3 sentences</i> .
	PRODUCT LINE(S): If there are any product lines associated with this brand, please list them and fill out a separate sheet for each.

To: Vendors
From: Accounts Payable, Sally Beauty Supply
Re: Instructions for Completing Direct Deposit Form

Thank you for your interest in Direct Deposit. It is important that you read all of the instructions below before completing and returning this form. (SEE NEXT PAGE)

Information about Your Bank or Financial Institution

- This must be complete
- A checking account requires a voided check or a copy of a voided check
- A savings account requires a deposit slip. Verify the routing number for savings accounts with your bank.
- Please tape the slip to this form in the space provided.

Be sure to sign and date the bottom of the form and include a telephone number.

We will return all incomplete forms. If the form is properly completed, your next payment processed after the receipt of this form will be deposited into your account. You will receive payment notification via email if an email address is provided, or by US Mail dated the approximate day of the deposit into your account.

PLEASE REMEMBER TO NOTIFY THE ACCOUNTS PAYABLE DEPARTMENT IF YOU CHANGE YOUR BANK OR ACCOUNTS.

Authorization Agreement for Direct Deposit

Vendor Name: _____ Vendor #: _____
Address: _____
Phone #: _____

I hereby authorize Sally Beauty Company and my financial institution to initiate entries to the Checking and/or Savings Account listed below:

Email Address for an Electronic Remittance Advice:

Otherwise, if no email address, paper remittance advice will be mailed to the address above.

Financial Institution Name:		Account Number:	
Address:		Account Type (Checking/Savings):	
City/State/Zip:		New Request:	
Phone Number:		Replace Existing Request:	

YOU MUST ATTACH A VOIDED CHECK FOR CHECKING ACCOUNT OR DEPOSIT SLIP FOR SAVINGS ACCOUNT.

Please return this form to Accounts Payable, PO Box 90219 Denton, Texas 76202. If you have any questions, please call (800) 777-5706, extension 3512.

In the event that the financial institution is notified by Sally Beauty Supply that the funds to which I am not entitled have been deposited to the account(s), I authorize the financial institution to return such funds to Sally Beauty Supply. This authorization may be changed or terminated with written notice from me to Sally Beauty Supply.

Signature: _____

Date: _____

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-			-		

Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Shipping Requirements and Special Handling Penalties

Dear Valued Supplier:

Vendor shipments that fail to comply with Sally Beauty shipping requirements negatively impact Sally's operating efficiency and accounting processes. Sally believes strongly in the partnership we have with our vendors, and we want to maintain this relationship. However, we cannot absorb the expense associated with improperly shipped merchandise.

Keep in mind that shipping product by carton via UPS or RPS costs you more. It creates problems for our distribution centers and only delays the receiving process. In addition, the Accounts Payable Department of Sally Beauty will not accept UPS/RPS Proof of Deliveries (P.O.D.) for short shipments. The shipment of merchandise to Sally should be palletized. Less than truckload (LTL) shipments should be shipped on approved Sally preferred carriers as per the published routing matrix.

Effective since August 1, 1996, any shipments received at Sally Distribution Centers not in compliance with our specified shipping requirements are billed a Special Handling Penalty. The debit memo you receive (copy enclosed) will note the reason for the charge, and when possible a photograph will be furnished.

Sally shipping requirements are as follows:

1. The receiving window of 5 (five) days following the Sunday generated on the P.O. is the acceptable receiving window. Beyond 5 (five) days is subject to vendor chargeback. This does not apply to receiving appointments scheduled by the Sally SRC outside the 5 day period. Early receipts are also acceptable but only at the SRC or buyers discretion.
2. All purchase order numbers must be communicated to the scheduler at the time the delivery appointment is made.
3. Our purchase order number must be included on the freight bill. Each purchase order must be listed on the bill of lading. More than one purchase order may be shipped on the same truck, however, in this case the proper purchase order number must be written on every carton and the cartons separated when there are two or more shipments.
4. A packing slip must accompany every shipment. The packing slip must be with the bill of lading, or in, or attached to, a specifically marked carton and the carton clearly identified.
5. Merchandise must be shipped in master case packs only. Two different items must not be placed in the same carton. Please notify your category manager if merchandise is ordered in multiples other than the master case pack. (If the master case pack changes, please notify your category manager prior to shipping the purchase order.) In addition, all master case packs of the same product must be the same size.
6. Cartons must be clearly marked with the contents.
7. Cartons must be palletized at a height not to exceed 55".
8. Only use class "A" or "B" 4 – way pallets, size 40" or 42" by 48".

9. Cartons must be secured to pallets so as not to shift in transit, by a means such as shrink wrapping or taping.
10. Product SKU and quantity must be accurate and correct per what is indicated on the packing slip. Ship only products ordered in quantities specified on the purchase order.
11. Product should be shipped to arrive within the specified receiving range.
12. Cartons should be properly marked as to be easily identifiable and properly packaged to prevent damage.
13. Cartons of the same product must be consolidated together on the same pallet. If there is less than a pallet of each item then those cartons must be consolidated together in the same layers of the pallet. It is helpful to our process, but not required to label the outside of the pallets with the Sally item numbers contained on the pallet.
14. Product markings and labels must be clearly visible through outer wrappings (i.e.: stretch wrap, pallet covers).
15. – 21. These relate to carriers only. The vendor is not subject to these penalties.

HANDLING PENALTIES

1. Violations of requirements 1, 2, 3, 4, 5, 6, 8, 9, 11, 12, and 13 are \$20.00 per man-hour and a \$50.00 handling fee.
2. Violations of requirement 7 are \$15.00 per pallet plus labor at \$20.00 per man-hour.
3. Violations of requirement 10 are a \$50.00 handling fee.
4. Violations of 14, 15, 16, 17, 18, 19 and 20 relating to carrier issues are \$25.00.

Your cooperation will benefit you and Sally Beauty Supply by expediting the receipt of product into our distribution centers. We will try to be fair and consistent in the policing of the shipping requirements.

Please sign and date below acknowledging you understand Sally Beauty Supply's Shipping Requirements and Special Handling Penalties.

Signature/Title

Print Name

Company Name

Date

Sally Receiving Policies and Procedures

Sally Beauty Supply's receiving policy and procedure is as follows:

1. Product is delivered to our Replenishment Centers by four main routes:
TL (truckload), Preferred LTL, other LTL, and UPS/Fed Ex.
2. Truckload Freight (TL) – Pallets are unloaded and staged on our receiving docks. Receiving personnel count pallets or cartons (depending on what the freight bill calls for) and sign freight bill, allowing driver to leave. If required to count cartons, they make the assumption that all tiers on a pallet match the top tier. This is not always the case however, and shortages are noted when confirming the purchase order. In addition, *Special Handling Chargeback* sheets may result. See the attached sheet for description of violations and penalties.
3. Preferred LTL – Preferred LTL carriers have standing appointments in our Replenishment Centers every week. Trailers of merchandise are brought out and dropped at our dock doors along with the freight bills. After merchandise is unloaded, counted, and received, the freight bills are signed. If shortages, overages, or damages are identified, they are noted on the freight bill. *Special Handling Chargeback* sheets do apply.
4. Other LTL – These carriers DO NOT have standing appointments and are required to call ahead and make an appointment before delivery. Trailers are not dropped off at our facilities and the driver waits with the shipment until it has been unloaded, counted, and freight bill signed. As with truckload carriers, an exact counting of all cartons does not take place before signing the freight bill. As shipment is separated by SKU and received, shortages/overages are noted when confirming the purchase order. *Special Handling Chargeback* sheets do apply.
5. UPS/Fed Ex – Based upon the high volume of daily UPS/Fed Ex deliveries, receivers DO NOT verify each and every package that is unloaded. They verify that total carton count matches and sign the delivery receipt. Since we do not verify each carton, we DO NOT recognize POD's (proof of deliveries) from UPS and Fed Ex. Cartons are separated by vendor and P.O. and received. Shortages/Overages are noted when confirming the purchase order. *Special Handling Chargeback* sheets do apply.

Thank you for your help in adhering to all policies and procedures that promote fast and accurate product receipt and payment.

Introduction

Sally Beauty Company must obtain technical information about the hazardous products we buy from manufacturers. This information is needed to meet various insurance requirements, OSHA storage configurations and DOT shipping regulations.

The National Fire Protection Agency (NFPA) establishes warehousing guidelines for insurance companies regarding hazardous material storage. Flammable and pressurized products are of primary concern due to the potential to cause severe injury to personnel and/or emergency responders and the increased risk for significant property damage.

The Department of Transportation (DOT) regulates the transportation of hazardous materials within the transportation network via Code of Federal Regulation title 49 (CFR49). Title 49 establishes that shippers of hazardous materials are responsible for providing the correct information to assure those offering hazardous materials for transport adhere to all federal regulations.

About The Form

The Hazardous Materials Information Sheet has been added to the Manufacturer's New Item Presentation Sheet and relates to the information required to assure compliance with the regulations set forth by the Department of Transportation. The bottom portion relates to aerosols and their level rating based on the percentage of flammable to non-flammable product they contain.

SALLY BEAUTY SUPPLY

SPECIAL HANDLING PENALTY CALCULATION

STORE REPLENISHMENT CENTER: _____ Vendor: _____ Carrier: _____

Receiver Name: _____ PO Number: _____ Pro Number: _____

Date Received: _____ Buyer: _____ **Total Penalty Charges: \$0.00**

Violation Type	Violation Number	Violations That Occurred	Lost Hours	Cost per Lost Hour	Total Cost of Lost Hrs	Quantity of Pallets	Cost per Pallet	Total Pallet Cost	Handling Fee	Total Penalty Charge
All PO #s Not Communicated During Scheduling.	1			\$20	\$0.00				\$50	\$0.00
Purchase Order Number Not Included on Freight Bill.	2			\$20	\$0.00				\$50	\$0.00
No Packing Slip With Shipment.	3			\$20	\$0.00				\$50	\$0.00
Merchandise Not Shipped in Master Case Pack.	4			\$20	\$0.00				\$50	\$0.00
Cartons Not Clearly Marked.	5			\$20	\$0.00				\$50	\$0.00
Pallets Exceed 55" in Height.	6			\$20	\$0.00				\$50	\$0.00
Merchandise Not On Specified Pallet/Ctn Overhang.	7			\$20	\$0.00		\$15	\$0		\$0.00
Merchandise Not Secured to Pallet	8			\$20	\$0.00				\$50	\$0.00
Wrong Product or Wrong Quantity.	9								\$50	\$0.00
Early or Wrong Delivery Time/Date	10			\$20	\$0.00			\$0	\$50	\$0.00
Cartons Not Properly Marked or Properly Packaged.	11			\$20	\$0.00				\$50	\$0.00
Same SKU's not consolidated together on same pallet	12			\$20	\$0.00				\$50	\$0.00
Product mark/labels not visible through outer wrap	13			\$20	\$0.00				\$50	\$0.00
Sally Support Center Use Only										
*Non Preferred Contract Carrier	14								\$25	
Storage Charges for Shipping outside of PO date range	15								\$25	
Re-weigh Freight Expense	16								\$25	
Detention at Vendor	17								\$25	
Marking and Labelling	18								\$25	
Missing Bill of Lading information	19								\$25	
**Other Non Preferred Contract Carrier charges	20								\$25	
		0	0.00		0.00	0		\$0.00		\$0.00

Comments: _____

Supervisor Signature _____

Date _____

Control # _____

cc: (2) Accounting
(1) Buyer
(1) DC File

Director Signature _____

Date _____

***Note:** Expense offset = difference between freight cost paid and Sally contract carrier freight cost.

****Note:** Other Non Preferred Contract Carriers charges (see comments for explanation)

Doc#NV-13c

SALLY BEAUTY SUPPLY LLC: ROUTING INSTRUCTIONS

Date: November 1, 2016

To: All Sally Beauty Supply, LLC Vendors:

All Sally Beauty Supply, LLC vendors must use our Contract Carriers when shipping inbound to our Distribution Centers FOB Origin Freight Terms **Collect**. This means that we are taking possession of the freight at your shipping location and are responsible for any shortages and damages by the trucking company moving the shipment to our destination as well as payment for the freight charges.

All Bill of Ladings must be marked Freight Collect with Bill-To location being the following address:

Sally Beauty Holdings, Inc
P.O. Box 490
Denton, TX 76202

Your Primary Contract Carrier is as follows:

ABF Freight System: (Albert Robert 1-214-688-0448)

YRC Freight: (Jennifer Voss 1-800-610-6500; Option 9; Enter 52048)

On any shipments over 10,000 pounds, please call our Transportation Department at 1-940-297-2841, for a recommended alternative routing.

Exceptions:

When shipping to **Hawaii, Alaska, Puerto Rico** and **Mexico** Only, please use the following routing:
***YRC Freight: (Jennifer Voss 1-800-610-6500; Option 9; Enter 52048) ***

On any shipments over 10,000 pounds, please call the Transportation Department at 1-940-297-2841, for a possible alternative routing.

Failure to use our Contract Carriers when shipping inbound to our Distribution Centers or Store Locations FOB Origin Freight Terms Collect will result in a Debit Memo/Chargeback for the freight cost difference between our Contract Carrier and the carrier that you have selected. An administrative processing fee of \$25.00 will be added to each chargeback.

It is our preference to work with you to reduce freight costs and increase supply chain efficiencies so that Sally Beauty Holdings, Inc can establish and maintain a strong partnership for years to come.

Sincerely,



Donald J. Rahn, JR.
Director of Transportation and Logistics

Sally Beauty Holdings, Inc.
Denton, Texas

SALLY BEAUTY SUPPLY LLC: ROUTING INSTRUCTIONS

Date: November 1, 2016

To: All Sally Beauty Supply LLC Vendors:

All Sally Beauty Supply LLC vendors should use our Preferred Carriers whenever possible when shipping inbound to our Distribution Centers FOB Destination Freight Terms **Prepaid**.

It is to your advantage to use these carriers even though you the vendor are paying the freight charges, as it will expedite your product into our supply chain in the most effective and efficient means possible.

Our Primary Contract Carrier is as follows:

ABF Freight System: (Albert Robert 1-214-688-0448)

YRC Freight: (Jennifer Voss 1-800-610-6500; Option 9; Enter 52048)

On any shipments over 10,000 pounds, please call our Transportation Department at 1-940-297-2841, for a recommended alternative routing.

Exceptions:

When shipping to **Hawaii, Alaska, Puerto Rico** and **Mexico** Only, please use the following routing:
***YRC Freight: (Jennifer Voss 1-800-610-6500; Option 9; Enter 52048) ***

On any shipments over 10,000 pounds, please call the Transportation Department at 1-940-297-2841, for a possible alternative routing.

It is our preference to work with you to reduce freight costs and increase supply chain efficiencies so that Sally Beauty Holdings, Inc can establish and maintain a strong partnership for years to come.

Sincerely,



Donald J. Rahn, JR.
Director of Transportation and Logistics
Sally Beauty Holdings, Inc.
Denton, Texas

Dear Vendor,

As Sally Beauty Supply LLC expands into new international markets, it will be challenged by new and different laws and regulations, including those governing the exportation/importation of products that we sell. In order for Sally to complete the exportation of your products into Mexico and Canada, it will be necessary that we obtain a properly completed and executed NAFTA Certificate of Origin from you Company covering **each** product which you sell to, or manufacture for Sally Beauty Supply.

In this regard, please find attached a copy of a NAFTA Certificate of Origin form and instructions prepared by the U.S. Department of Homeland Security regarding its completion. There are a number of available resources to assist you with questions you may have on this topic, including the website of the U.S. Customs and Border Service, www.cbp.gov. Please note that an Authorized Signature (Field 11a) and a Date (Field 11e) are required to validate the NAFTA Certificate of Origin. We would also encourage you to seek competent legal counsel in this area if you are uncomfortable about any aspect of this process. Of course, as you develop new products in the future, which Sally may purchase, a Certificate covering these items will also be required.

Thank you for your cooperation with this matter.

OMB No. 1651-0098
Exp. 04-30-2020

19 CFR 181.11, 181.22

I CERTIFY THAT:

- THE INFORMATION ON THIS DOCUMENT IS TRUE AND ACCURATE AND I ASSUME THE RESPONSIBILITY FOR PROVING SUCH REPRESENTATIONS. I UNDERSTAND THAT I AM LIABLE FOR ANY FALSE STATEMENTS OR MATERIAL OMISSIONS MADE ON OR IN CONNECTION WITH THIS DOCUMENT;
- I AGREE TO MAINTAIN AND PRESENT UPON REQUEST, DOCUMENTATION NECESSARY TO SUPPORT THIS CERTIFICATE, AND TO INFORM, IN WRITING, ALL PERSONS TO WHOM THE CERTIFICATE WAS GIVEN OF ANY CHANGES THAT COULD AFFECT THE ACCURACY OR VALIDITY OF THIS CERTIFICATE;
- THE GOODS ORIGINATED IN THE TERRITORY OF ONE OR MORE OF THE PARTIES, AND COMPLY WITH THE ORIGIN REQUIREMENTS SPECIFIED FOR THOSE GOODS IN THE NORTH AMERICAN FREE TRADE AGREEMENT AND UNLESS SPECIFICALLY EXEMPTED IN ARTICLE 411 OR ANNEX 401, THERE HAS BEEN NO FURTHER PRODUCTION OR ANY OTHER OPERATION OUTSIDE THE TERRITORIES OF THE PARTIES; AND
- THIS CERTIFICATE CONSISTS OF PAGES, INCLUDING ALL ATTACHMENTS.

CBP Form 434 (11/16)

NORTH AMERICAN FREE TRADE AGREEMENT CERTIFICATE OF ORIGIN INSTRUCTIONS

For purposes of obtaining preferential tariff treatment, this document must be completed legibly and in full by the exporter and be in the possession of the importer at the time the declaration is made. This document may also be completed voluntarily by the producer for use by the exporter. Please print or type:

- FIELD 1: State the full legal name, address (including country), email and legal tax identification number of the exporter. Legal taxation number is: in Canada, employer number or importer/exporter number assigned by Revenue Canada; in Mexico, federal taxpayer's registry number (RFC); and in the United States, employer's identification number or Social Security Number.
- FIELD 2: Complete field if the Certificate covers multiple shipments of identical goods as described in Field #5 that are imported into a NAFTA country for a specified period of up to one year (the blanket period). "FROM" is the date upon which Certificate becomes applicable to the good covered by the blanket Certificate (it may be prior to the date of signing this Certificate). "TO" is the date upon which the blanket period expires. The importation of a good for which preferential treatment is claimed based on this Certificate must occur between these dates.
- FIELD 3: State the full legal name, address (including country), email and legal tax identification number, as defined in Field #1, of the producer. If more than one producer's good is included on the Certificate, attach a list of additional producers, including the legal name, address (including country) and legal tax identification number, cross-referenced to the good described in Field #5. If you wish this information to be confidential, it is acceptable to state "Available to CBP upon request". If the producer and the exporter are the same, complete field with "SAME". If the producer is unknown, it is acceptable to state "UNKNOWN".
- FIELD 4: State the full legal name, address (including country), email and legal tax identification number, as defined in Field #1, of the importer. If the importer is not known, state "UNKNOWN"; if multiple importers, state "VARIOUS".
- FIELD 5: Provide a full description of each good. The description should be sufficient to relate it to the invoice description and to the Harmonized System (H.S.) description of the good. If the Certificate covers a single shipment of a good, include the invoice number as shown on the commercial invoice. If not known, indicate another unique reference number, such as the shipping order number.
- FIELD 6: For each good described in Field #5, identify the H.S. tariff classification to six digits. If the good is subject to a specific rule of origin in Annex 401 that requires eight digits, identify to eight digits, using the H.S. tariff classification of the country into whose territory the good is imported.
- FIELD 7: For each good described in Field #5, state which criterion (A through F) is applicable. The rules of origin are contained in Chapter Four and Annex 401. Additional rules are described in Annex 703.2 (certain agricultural goods), Annex 300-B, Appendix 6 (certain textile goods) and Annex 308.1 (certain automatic data processing goods and their parts). **NOTE: In order to be entitled to preferential tariff treatment, each good must meet at least one of the criteria below.**

Preference Criteria

- A The good is "wholly obtained or produced entirely" in the territory of one or more of the NAFTA countries as referenced in Article 415. **Note: The purchase of a good in the territory does not necessarily render it "wholly obtained or produced".** If the good is an agricultural good, see also criterion F and Annex 703.2. (Reference: Article 401(a) and 415)
- B The good is produced entirely in the territory of one or more of the NAFTA countries and satisfies the specific rule of origin, set out in Annex 401, that applies to its tariff classification. The rule may include a tariff classification change, regional value-content requirement, or a combination thereof. The good must also satisfy all other applicable requirements of Chapter Four. If the good is an agricultural good, see also criterion F and Annex 703.2. (Reference: Article 401(b))
- C The good is produced entirely in the territory of one or more of the NAFTA countries exclusively from originating materials. Under this criterion, one or more of the materials may not fall within the definition of "wholly produced or obtained", as set out in article 415. All materials used in the production of the good must qualify as "originating" by meeting the rules of Article 401(a) through (d). If the good is an agricultural good, see also criterion F and Annex 703.2. Reference: Article 401(c).
- D Goods are produced in the territory of one or more of the NAFTA countries but do not meet the applicable rule of origin, set out in Annex 401, because certain non-originating materials do not undergo the required change in tariff classification. The goods do nonetheless meet the regional value-content requirement specified in Article 401(d). This criterion is limited to the following two circumstances:
1. The good was imported into the territory of a NAFTA country in an unassembled or disassembled form but was classified as an assembled good, pursuant to H.S. General Rule of Interpretation 2(a), or
 2. The good incorporated one or more non-originating materials, provided for as parts under the H.S., which could not undergo a change in tariff classification because the heading provided for both the good and its parts and was not further subdivided into subheadings, or the subheading provided for both the good and its parts and was not further subdivided.
- NOTE: This criterion does not apply to Chapters 61 through 63 of H.S. (Reference: Article 401(d))**
- E Certain automatic data processing goods and their parts, specified in Annex 308.1, that do not originate in the territory are considered originating upon importation into the territory of a NAFTA country from the territory of another NAFTA country when the most-favored-nation tariff rate of the good conforms to the rate established in Annex 308.1 and is common to all NAFTA countries. (Reference: Annex 308.1)
- F The good is an originating agricultural good under preference criterion A, B, or C above and is not subject to a quantitative restriction in the importing NAFTA country because it is a "qualifying good" as defined in Annex 703.2, Section A or B (please specify). A good listed in Appendix 703.2B.7 is also exempt from quantitative restrictions and is eligible for NAFTA preferential tariff treatment if it meets the definition of "qualifying good" in Section A of Annex 703.2. **NOTE 1: This criterion does not apply to goods that wholly originate in Canada or the United States and are imported into either country. NOTE 2: A tariff rate quota is not a quantitative restriction.**
- FIELD 8: For each good described in Field #5, state "YES" if you are the producer of the good. If you are not the producer of the good, state "NO" followed by (1), (2), or (3), depending on whether this certificate was based upon: (1) your knowledge of whether the good qualifies as an originating good; (2) your reliance on the producer's written representation (other than a Certificate of Origin) that the good qualifies as an originating good; or (3) a completed and signed Certificate for the good, voluntarily provided to the exporter by the producer.
- FIELD 9: For each good described in field #5, where the good is subject to a regional value content (RVC) requirement, indicate "NC" if the RVC is calculated according to the net cost method; otherwise, indicate "NO". If the RVC is calculated over a period of time, further identify the beginning and ending dates (MM/DD/YYYY) of that period. (Reference: Article 402.1, 402.5).
- FIELD 10: Identify the name of the country ("MX" or "US" for agricultural and textile goods exported to Canada; "US" or "CA" for all goods exported to Mexico; or "CA" or "MX" for all goods exported to the United States) to which the preferential rate of CBP duty applies, as set out in Annex 302.2, in accordance with the Marking Rules or in each party's schedule of tariff elimination.
- For all other originating goods exported to Canada, indicate appropriately "MX" or "US" if the goods originate in that NAFTA country, within the meaning of the NAFTA Rules of Origin Regulations, and any subsequent processing in the other NAFTA country does not increase the transaction value of the goods by more than seven percent; otherwise indicate "JNT" for joint production. (Reference: Annex 302.2)
- FIELD 11: This field must be completed, signed, and dated by the exporter. When the Certificate is completed by the producer for use by the exporter, it must be completed, signed, and dated by the producer. The date must be the date the Certificate was completed and signed.

Vendor,

Health Canada requires a one-time filing of a Cosmetic Notification for all “cosmetic” products that will be sold in Canada. This includes but is not limited to liquids, aerosols, shampoos, conditioners, powders, gels, creams, pencils, sprays, etc... Attached is a sample copy of the Cosmetic Notification. Guidelines for completing this form can be found at the following web address:

www.hc-sc.gc.ca/cps-spc/person/cosmet/cnf-dcf_e.html

Thank you for your cooperation in this matter.

Pursuant to section 30.(1) of the *Cosmetic Regulations* under the *Food and Drugs Act*

No format required for answers unless otherwise specified.

Fields marked with an asterisk (*) must be filled in.

Notification - Section 1

Protected when completed and received by Health Canada
Treasury Board Secretariat Government Security Policy

Notification Type: *

Product - Section 2

Notifier's Reference:	
Primary Product Brand and Name: *	

Other Product Names

Use one sub-form per product name. Click on the Add Another Name button to add each additional product name. Click on the Remove button to remove a product name. One sub-form is already provided. Other product names are shade/colour variations, alternate language translations or multiple brandings.

Other Product Names:	
----------------------	--

Product Description:

The 3 sub-sections of the Product, Area of Application, Function and Form, have multiple check boxes. Choose the most appropriate check box for each sub-section. If more than one box is appropriate for a sub-section, choose all boxes that apply.

Area of application:	Function of Product:	Form of Product:
<input type="checkbox"/> Body <input type="checkbox"/> Eyes <input type="checkbox"/> Face <input type="checkbox"/> Genitals <input type="checkbox"/> Hair <input type="checkbox"/> Lips <input type="checkbox"/> Nails <input type="checkbox"/> Oral Cavity	<input type="checkbox"/> Adhesive <input type="checkbox"/> Adhesive Remover <input type="checkbox"/> Antiperspirant/Deodorant <input type="checkbox"/> Bath Product <input type="checkbox"/> Bleach <input type="checkbox"/> Breath Freshener <input type="checkbox"/> Cleanser <input type="checkbox"/> Conditioner <input type="checkbox"/> Depilator <input type="checkbox"/> Douche <input type="checkbox"/> Epilator <input type="checkbox"/> Exfoliant - Chemical <input type="checkbox"/> Exfoliant - Mechanical <input type="checkbox"/> Fragrance Product <input type="checkbox"/> Hair Colour - Permanent <input type="checkbox"/> Hair Colour - Temporary <input type="checkbox"/> Hair Removal After-care	<input type="checkbox"/> Lubricant (non-spermicidal, not for use with condoms) <input type="checkbox"/> Make-Up (non-permanent) <input type="checkbox"/> Make-Up (permanent)/Tattoo Ink <input type="checkbox"/> Make-up Remover <input type="checkbox"/> Massage Product <input type="checkbox"/> Moisturizer <input type="checkbox"/> Mouth Wash <input type="checkbox"/> Polish <input type="checkbox"/> Polish Remover <input type="checkbox"/> Shampoo <input type="checkbox"/> Shaving Product <input type="checkbox"/> Straightening, Waving and Curling Products (permanent/semi-permanent) <input type="checkbox"/> Styling Product <input type="checkbox"/> Sunless Tanning Product (non-SPF) <input type="checkbox"/> Toothpaste - Non-Fluorinated <input type="checkbox"/> Tooth Whitener
		<input type="checkbox"/> Aerosol <input type="checkbox"/> Foam <input type="checkbox"/> Liquid Non-Oily <input type="checkbox"/> Liquid Oil <input type="checkbox"/> Liquid Suspension <input type="checkbox"/> Semi-solid Cream <input type="checkbox"/> Semi-solid Gel <input type="checkbox"/> Semi-solid Lotion <input type="checkbox"/> Semi-solid Ointment/Balm <input type="checkbox"/> Solid - Cake <input type="checkbox"/> Solid Granules <input type="checkbox"/> Solid Powder - Loose <input type="checkbox"/> Solid Powder - Pressed <input type="checkbox"/> Kit - See Guide

Notifier - Section 3

Contact Type:	Notifier				
Business Name (Full legal name - no abbreviations): *					
Address (number and street):					
Country:		Province / Region:			
City:		Postal Code:		Website:	
Contact Person: *			Title:		
Email:		Telephone:		Fax:	

Manufacturing and distribution - Section 4

List the manufacturer as it appears on the product label. Also list any additional manufacturers and Canadian distributors.
Use one sub-form per contact. Click on the Add Contact button to add each additional contact. Click on the Remove button to remove a contact. One sub-form is already provided.

<input type="checkbox"/> Same as Notifier	Contact Type:			
Business Name (Full legal name - no abbreviations): *				
Address (number and street):				
Country:		Province / Region:		
City:		Postal Code:		Website:
Contact Person: *			Title:	
Email:		Telephone:		Fax:

Product ingredients - Section 5

Enter ingredients in accordance with the Guide for Completing Cosmetic Notification Forms. Use the International Nomenclature of Cosmetic Ingredients (INCI) where possible. Use one sub-form per ingredient. Click on the Add an Ingredient button to add each additional ingredient. Click on the Remove button to remove an ingredient. One sub-form is already provided. Type in your ingredient name, then click on the Search Ingredient button to validate the ingredient. As you validate, the status of the ingredient will appear in the box below the Search Ingredient button. Any condition that applies to the ingredient will appear in Note: field that follows. Enter the lower (LL) and upper (UL) concentration limits of the ingredient OR select a range code from the drop-down list. If you select a range code, the upper and lower limits will be automatically entered. Check May Contain if ingredient is variable.

1	Name: *		
Note:		Range Code	
		LL % *	
		UL % *	
		May Contain	<input type="checkbox"/>

Documents and Pictures - Section 6

Add any additional required documents.
Consult the guide.

Use one sub-form per attachment. Click on the Browse button to search for any file that you want to attach to this form. A message will be presented if your file name is longer than 50 characters. If it is you will have to rename it from your computer and then you should be able to attach it to the form. Please note that adding attachments which are an executable (*.exe) or compressed file (*.zip) will result in your submission being rejected without notice as part of the security put in place to protect our systems from viruses and malware. Click on the Add Another File button to add each additional file. Click on the Remove button to remove a file. One sub-form is already provided.

Attachment #:	1	File Name:		Document Type:	
		Title:			

Submitting the cosmetic notification form - Section 7

To submit online follow these steps.

Before you begin, ensure your internet connection is active.

STEP 1: Click the Proceed to Submit button.

- Mandatory fields on the form and maximum size limit (70 MB) will be verified.
- A Case and a Submission Number will appear on your form.

STEP 2: You will be prompted to save the form on your local computer. Make sure to remember the location of your form on your PC or network.

- The internet browser will then open to the secure web page Health Canada - Submit a form.
- If the browser does not launch - go to <https://ut-srv.hc-sc.gc.ca/Upload-Televersement/index-eng.jsp>

STEP 3: Use the Browse button to select your newly saved form and upload it.

STEP 4: Click on the Submit Form button.

- Once the confirmation is received, close the browser and the form.

It is recommended to keep a copy for your own records.

Please note, if you choose to submit this form online, Health Canada does not guarantee the security of your information while it is travelling over the Internet.

The case and submission numbers are assigned by Health Canada when you submit the form online.

Case Number:		Submission Number:	
--------------	--	--------------------	--

Form Identifier CPS-SPC-0007.07

July 07, 2016

Dear Valued Vendor:

As you may be aware, the number of consumer product regulations pertinent to our industry has, within the past several years alone, increased exponentially in both domestic and foreign markets. These regulations include ingredient prohibitions, restrictions on the levels of certain ingredients, required product labeling and package warnings, product registrations, etc., and vary not only between countries, but between the individual states. As such, it is crucial that Sally Beauty/Beauty Systems Group and its vendors work together to maintain full compliance in all markets, while achieving maximum profitability and continuing to provide the best products to our customers.

One of the best and most misunderstood examples of these regulations is the restriction of Volatile Organic Compounds in products, most commonly referred to as VOC. Although federal VOC levels have been previously established by the Environmental Protection Agency (EPA) and in effect for some years now, a number of states have adopted their own VOC content regulations; in most of these cases, the state regulations are considerably more restrictive than the current federal levels. It is anticipated that many more states – and countries – will follow suit in regulating the VOC content of consumer products. For your reference, a list of the most commonly regulated consumer products affecting our business is provided in your new vendor packet. Please note that both aerosol and non-aerosol products are subject to VOC restrictions, depending upon the specific category into which that product falls.

Other examples of regulated consumer products applicable to the beauty and beauty supply industry include: 1) products containing ingredients listed on California's Proposition 65 list of chemicals, 2) over-the-counter drug products, such as sunscreens and anti-dandruff products, as defined by the U.S. Food and Drug Administration (FDA), 3) products meeting the federal (EPA) definition of a pesticide, e.g. barbiticides and lice shampoo, 4) dietary supplements, such as those for hair, skin and nails, 5) hair dryers, curling irons and other electrical appliances, 6) products meeting the FDA's definition of a medical device, including light-emitting anti-aging devices, 7) hazardous materials that must meet strict storage and transportation requirements, and 8) children's products, which may subject to federal and state legislation, such as those restricting certain ingredients or requiring that specific safety standards be met. Please note that this list is by no means exhaustive, and the laws or regulations applicable to the products that you provide to our company vary based upon many factors, such as product type, claims made on the product packaging and the geographic region in which the product is intended to be sold.

With this in mind, we have enhanced our product distribution system and database to identify those products that may be subject to specific laws and regulations; however, we cannot effectively utilize these tools without your help. The new item forms provided to you by the merchandising department are designed to compile as much regulatory information on each product presented, so we ask that you complete the form in its entirety. We also request that you provide a copy of the product Safety Data Sheet, also known as the MSDS, along with a digital copy of the package artwork (preferably in Adobe Acrobat PDF format), so that a full regulatory review can be done. For your convenience, an abbreviated list of electronic resources is provided below.

We kindly remind you that, as the manufacturer or distributor of the products that you provide, you are ultimately responsible for complying with all applicable laws and product regulations in all jurisdictions where these products are sold. Please evaluate your products carefully prior to presenting to our company, and should changes be made to the product formulations or packaging at any time, please inform your merchandising representative immediately so that we have the most accurate and up-to-date information on file.

We would like to thank you in advance for your cooperation and partnership with Sally Beauty/Beauty Systems Group, as we strive to provide the best products to our customers in this ever-changing, global regulatory environment. Should you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

Allison David, MPH
Regulatory Affairs Specialist
Product Safety and Regulatory Affairs
Office Phone: 940.297.4513
E-Mail: adavid@sallybeauty.com

Kelly Hasse
Sr. Regulatory Affairs Specialist
Product Safety and Regulatory Affairs
Office Phone: 940.297.4519
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Additional Regulatory Resources

U.S. Food and Drug Administration – Cosmetics, Drugs, Medical Devices and Dietary Supplements (Food)
<http://www.fda.gov/>

Consumer Product Safety Commission – Regulations and Safety Standards
<http://www.cpsc.gov/>

U.S. Environmental Protection Agency – Federal VOC Restrictions and Pesticide Regulations
<http://www.epa.gov/>

California Office of Environmental Health Hazard Assessment – Proposition 65 Regulation
<http://www.oehha.ca.gov/prop65.html>

California Environmental Protection Agency Air Resources Board – VOC Restrictions for Consumer Products Sold in California
<http://www.arb.ca.gov/homepage.htm>

Health Canada – Cosmetics Regulations
<http://www.hc-sc.gc.ca/cps-spc/cosmet-person/index-eng.php>

VOC CLASSIFICATIONS		
CLASS CODE	CLASS NAME	CLASS DESCRIPTION/ADDITIONAL COMMENTS
N/A	Not Applicable	This code is to be used for products that are not VOC-regulated (e.g. shampoos, conditioners or hair treatments), and for which VOC content is unavailable.
AFD	Air Freshener - Double Phase	An air-freshening product with liquid contents in two or more distinct phases; requires shaking prior to use.
AFG	Air Freshener - Solids and Semisolids	An air-freshening product sold as a solid, powder, crystal or gel; not intended for use on humans.
AFL	Air Freshener - Liquids and/or Pumps	An air-freshening product sold as a liquid, pump or spray; not intended for use on humans.
AFP	Air Freshener - Dual Purpose	A product that is designed to disinfect and freshen air.
AFS	Air Freshener - Single Phase	An air-freshening product with liquid contents in a single, homogeneous phase; requires no shaking prior to use.
APA	Antiperspirant - Aerosol	Any human antiperspirant product sold in an aerosol form.
APN	Antiperspirant - Non-Aerosol	Any human antiperspirant product sold in a non-aerosol form, such as roll-on, stick, pump, pad or cream).
AST	Astringent and Toner (Non-OTC)	A non-drug astringent or toner designed to clean/tighten pores, and includes clarifiers and wipes or pads. Does not include cleansers or soaps.
DEA	Deodorant - Aerosol	A product designed to minimize odor in the human axilla, sold in an aerosol form.
DEN	Deodorant - Non-Aerosol	A product designed to minimize odor in the human axilla, sold in a non-aerosol form (e.g. roll-on, stick, pump, pad or cream).
DIA	Disinfectants - Aerosol	Any disinfecting product sold in an aerosol form.
DIN	Disinfectants - Non-Aerosol	Any disinfecting product sold in a non-aerosol form.
HMO	Hair Mousse	A foam or mousse product designed to facilitate styling of a coiffure, while providing limited holding power.
HSG	Hair Styling Gel	A gelatinous, high-viscosity product designed to be applied to the hair to aid in sculpting or styling. This class does not exist in a number of states, including California, and all products are considered to be part of class HSO and subject to the VOC restrictions of that class.
HSH	Hair Shine	A product, in any form, whose primary purpose is to provide a shine/sheen to the hair.
HSP	Hair Finishing Spray	A product designed and labeled to be applied to styled hair for the purpose of finishing, holding and/or maintaining a style over a period of time.
HSA	Hair Styling Product - Aerosol or Pump Spray	A product, sold as either an aerosol or pump spray, designed to be applied to wet or dry hair for the purpose of creating a style (e.g. volumizing or texturizing) and providing a temporary hold.
HSO	Hair Styling Product - All Other Forms	A product, sold in a non-aerosol form, designed to be applied to wet or dry hair for the purpose of creating a style (e.g. volumizing, texturizing) and providing a temporary hold.
HTP	Hair Thermal Protectant	A product designed to be applied to the hair prior to the use of heated tools, and for the sole purpose of protecting hair from heat damage. Currently this category is only relevant for products sold in the state of California, where any other styling claims would render this a styling product subject to the VOC restrictions of that class.
LMP	Lubricant - Multi-Purpose	Any product intended for general purpose lubrication. Does not include dry lubricants, penetrants or silicone-based lubricants.
LSM	Lubricant - Multi-Purpose, Silicone-Based	Any lubricating product that provides lubricity primarily through the use of silicone compounds.
NRP	Nail Polish Remover	A product designed to remove nail polish or other nail coatings from either finger- or toenails.
NRS	No-Rinse Shampoo (Dry Shampoo)	A product designed to be applied to the hair solely for cleaning, deodorizing or absorbing excess oils, and then brushed out. Currently this category is only relevant for products sold in the state of California, where any other styling claims would render this a styling product subject to the VOC restrictions of that class.
PF1	Personal Fragrance - Less Than/Equal To 20%	A personal fragrance product whose formula contains no more than 20% fragrance compounds.
PF2	Personal Fragrance - Over 20%	A personal fragrance product whose formula contains more than 20% fragrance compounds.
SHV	Shaving Cream	An aerosol product that dispenses a foam lather designed to be used with a razor for the removal of hair.
SHG	Shaving Gel	An aerosol product that dispenses a semisolid gel designed to be used with a razor for the removal of hair.
SOA	Soap/Heavy Duty Hand Cleaner	A product designed to remove dirt, grease, etc from the hands with or without water
TCA	Temporary Hair Color - Aerosol	Any product that applies color, glitter or UV-active pigments to the hair, and is removable by washing. Includes products designed for camouflaging baldness.
UNA	Unassigned	This code is to be used for products that are not VOC-regulated (e.g. shampoos, conditioners or hair treatments), and for which VOC content is available.

Manufacturer Sales Presentation with Sally Beauty

Procedures for new item presentation to a Sally Category Manager and Divisional Merchandise Manager.

- 1) Samples or mockup of new item (including display or pre-pack details).
- 2) Bring sample of a comparable item.
- 3) Attached New Item Sheet should be filled out completely. (All new items costs are effective for at least 1 year; all cost increases must be given 90 days in advance).
- 4) All items must have a promotional marketing plan involving Sally promotional vehicles for a minimum of 6 months but preferably for 1 year to ensure item's success. Additionally, discuss any other marketing plans for the item including trade advertising, etc.
- 5) Distribute plans for item.
- 6) Exit plan and/or markdown plan if item is not successful and needs to be discounted.

First Time New Vendor Presentation

Additionally should include:

- 1) Company History
 - Principles (their background)
- 2) Company Status
 - Retail and/or professional distribution
 - Supply an Experian Report
 - Infrastructure of sales, marketing and distribution with contacts for each.

Dear Vendor Partner,

As you know, we have migrated to all new ordering and replenishment systems. We will initiate replenishment of your product by sending you a PO via SPS Commerce. Please confirm by email to your SBU (Buyer and Replenishment Planner) that you have been certified with SPS Commerce and are ready to receive PO's.

We require your support in utilizing SPS Commerce. In advance of receiving a PO, we require certification with SPS Commerce. Please ensure you can transmit the following documents:

What are the required EDI documents / transmissions for Sally Beauty?	
850	Purchase Order
855	Purchase Order Acknowledgement
860	Purchase Order Change
865	Purchase Order Change Acknowledgement
856	Ship Notice
128	Bar Code Label & Packing List
810	Invoice

Please confirm you have taken the necessary steps with SPS to receive a JDA version PO. Please also accept our VC guide and provide us with your key contacts at <https://www.sallybeauty.com/vendor-acknowledgement/>. The vendor code is 566487518.

To ensure effective communication, below is contact information by topic for any questions regarding your new JDA PO's.

Topic	Name	Position	Email
SPS Commerce	Support	TBD	support@spscommerce.com
EDI	Roger Nelms	Director, P&A Ops	rnelms@sallybeauty.com

We appreciate your partnership during this process.

Sally Beauty Holdings, Inc. Vendor Guide For Merchandise Vendors

Includes Compliance and Chargeback Policies

Effective:
April 8, 2019

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Overview

Sally Beauty Holdings, Inc. (“SBH” or “we”) is in the process of combining the merchandising operations of Sally Beauty Supply (“Sally”) and Beauty Systems Group (“BSG”, as used herein, includes our subsidiaries and affiliates, including but not limited to CosmoProf and Armstrong McCall).

For you, our vendors, this means we will handle all steps of our inventory process consistently, from forecasting demand, to writing Purchase Orders, to shipping, invoice processing, and chargebacks. These processes are outlined in this guide (this “Guide”), and will simplify the way we work together.

In this Guide, we detail certain guidelines and requirements we have for our vendors, and explain how we will measure our vendors’ compliance with those expectations. We also detail the consequences in the event of a vendor’s failure to comply with these guidelines. We will assess non-compliance fees on our vendors to compensate us for the disruption to our supply chain when a vendor does not follow the processes outlined in this Guide.

We want to be clear: we do not want to assess non-compliance fees! **Our goal is to have a smooth-running, reliable, fast supply chain and we are happiest when you meet our requirements for execution.** This helps us run a better business, drive sales, and exceed our customers’ expectations, which builds a stronger business for all of us.

SBH Expectations for New Vendors

New Vendor Set up Forms

Please refer to Appendix A for Sally Beauty Supply

Please refer to Appendix B for Beauty Systems Group (CosmoProf or Armstrong McCall)

SBH Expectations for All Vendors

New Item Set up Form

Please refer to Appendix C for Sally Beauty Holdings (SBH) New Item Form

Please note when submitting the New Item Form:

1. All fields shaded in coral must be completed at time of product submission. The merchants will return any forms that are not complete, which could delay item set up.
2. Tab 2, “multiple SKU information” can be used to list product lines (e.g., shades) for which the only product differentiation is the UPC.
3. Tabs 9 and beyond are category specific and support the attributes of each individual product. As an example, if your new item is an Appliance, you only need to fill the Appliance tab and not the other category-specific tabs. Out of the category-specific tabs, the only tab that needs to be completed is the one that pertains to the particular new product. All product attributes are drop down boxes. All the cells shaded in coral must be filled. **Please select only from the drop down options, as this will help us maintain the integrity of the data in our system.**

Electronic Communication

- **Expectation:** All communication relating to shipments and transmission of documents relating to shipments between SBH and you, our vendor, will be facilitated electronically through a partnership with SPS Commerce. SPS Commerce is a third party communication service we have chosen to facilitate the EDI (Electronic Data Interchange) transactions between us, including the transactions and communications relating to the following forms: Purchase Order, Purchase Order Acknowledgement, Purchase Order Change, Purchase Order Change Acknowledgement, Advance Ship Notice, and Invoice.

Current SBH vendors were informed of our relationship with SPS Commerce on 11/27/2018 and are in the process of onboarding with SPS Commerce. For existing vendors, the onboarding process must be completed no later than April 30, 2019. After April 30, 2019, SBH will NO LONGER support manual mailing, faxing or emailing of any order information. If you have questions about the onboarding process, contact SPS at:

<http://community.spscommerce.com/sally-beauty-fulfillment>

New SBH Vendors will have 21 days from the initial contract date to complete the EDI setup and testing process. To initiate the EDI onboarding process, contact SPS at:

<http://community.spscommerce.com/sally-beauty-fulfillment>

- **Compliance Measurement:** You (our vendor) will begin sending and receiving all documents electronically, via EDI, no later than April 30, 2019.

What are the required EDI documents/transmissions for Sally Beauty?
➤ 850 (Purchase Order)
➤ 855 (Purchase Order Acknowledgement)
➤ 810 (Invoice)
➤ 856 (Ship Notice)
➤ 860 (Purchase Order Change)
➤ 865 (Purchase Order Change Acknowledgement)
➤ 128 (Bar Code Label) & Packing List

- **In the event of Non-Compliance:** You will no longer receive Purchase Orders from SBH.

Purchase Order

Upon receipt of an SBH Purchase Order, you must electronically return a **Purchase Order Acknowledgement** through EDI. The Purchase Order Acknowledgement will verify that you accept the Purchase Order as it is written therein, and will comply with all terms and conditions contained in the Purchase Order. If you cannot accept the Purchase Order as written for any reason, you must *immediately* (no later than 24 hours) call the Merchandise Planning Inventory Planner you work with, and discuss the changes that need to be made to the Purchase Order. Upon our agreement that a Purchase Order should be revised, you will receive a **Purchase Order Change** communication from us, electronically through EDI, with the updated Purchase Order.

Again, we expect you to verify you received this communication and accept the change by returning a **Purchase Order Change Acknowledgement**.

Advance Ship Notice

When you have picked and packed the order at your shipping location, you must submit an **Advance Ship Notice** via EDI with the details of what is actually loaded on the truck, and on its way to our receiving location. The Advance Ship Notice must be submitted within the 24 hours after the goods are shipped so that the document is available on EDI before the shipment arrives. The **Advance Ship Notice** allows us to schedule trailers and labor as necessary to ensure that we can receive products efficiently and expedite payment to Vendors.

Invoice

You must also submit an electronic **Invoice** via EDI. The electronic Invoice must be submitted within the 24 hours after the goods are shipped so that the document is available on EDI before the shipment arrives. This will enable all of us to review, on EDI, what was ordered, what was shipped, and what was invoiced, ensuring that we are all working with the same data and any disputes can be resolved quickly.

Shipping to Warehouse Requirements

Overview

It is our policy to refuse any shipment not stacked, wrapped, identified, documented, and/or shipped in accordance with the instructions and specifications contained herein. In such cases, the cost of transporting the shipment back to the vendor and subsequent transportation charges on reshipment to our warehouses are to be borne by you as the vendor.

Authorization for deviation from the specifications in this Guide must be approved in writing via email by the Director of the Warehouse Facility at the relevant receiving facility prior to the delivery.

In an effort to control freight costs, please consolidate our orders before shipping our product. Our goal is to consolidate as much product into a single shipment, while maintaining our required ship dates. We appreciate your cooperation in adhering to this policy.

Keep in mind that shipping via parcel carriers (UPS, FEDEX, and DHL) may cost you more and is problematic for our warehouses, which may delay our receiving process for your shipments. In addition, we do not accept parcel carriers' "proof of deliveries" for short shipments.

Shipments to SBH should be palletized. Less than truckload (LTL) shipments should be shipped via our approved preferred carriers as per our published routing matrix (on page 5 of Appendix D). The matrix clearly shows the preferred carrier that should be used based on the origin and destination state of the shipment.

General Transportation, Logistics and Shipping Requirements

Product may be delivered to our warehouses by four main routes: Truckload (TL), Preferred LTL, other LTL and Parcel.

Truckload Freight (TL)

Upon receipt of a shipment via TL, pallets are unloaded on our receiving docks. The receiving personnel count the pallets or cartons (depending on what the freight bill calls for) and sign the freight bill, which allows the driver to leave. If the receiving

personnel are required to count cartons per the freight bill, they assume that all tiers on a pallet match the top complete tier. For shipments with delivery receipts or freight bills that indicate carton counts may be signed as “said to contain” or “STC”, the receiving personnel will count the cartons assuming the tiers are uniform, and the carton count will be so noted on the delivery receipt.

Note: a signed freight bill when a TL shipment is accepted does not confirm the quantities delivered are accurate. Shortages and overages are noted only when confirming the Purchase Order.

Preferred LTL

Our preferred carriers are shown on page 5 of Appendix D. The routing matrix indicates which preferred carrier(s) should be used based on the origin and destination States of the shipment. These preferred carriers have standing appointments in our warehouses every week. Trailers of merchandise are brought to and dropped off at our warehouses along with the freight bills. After merchandise is unloaded, counted and received, the freight bills are signed. If shortages, overages, or damages are identified, they are noted on the freight bill.

Other LTL

These LTL carriers (any carrier not shown on Appendix D, page 5) DO NOT have standing appointments and must contact the Director of the Warehouse Facility via e-mail (instructions on Appendix D) to schedule an appointment prior to delivery. Trailers are not dropped off at our facilities and the driver must wait while the shipment is unloaded and counted and the freight bills are signed.

Note: as with truckload carriers, an exact counting of all cartons does not take place prior to signing the freight bill and a signed freight bill when a shipment is accepted does not confirm quantities delivered are accurate. Shortages and overages are noted only when confirming the Purchase Order.

Parcel

Based upon the high volume of daily Parcel deliveries, receiving personnel DO NOT verify each and every package that is unloaded. Receiving personnel verify that the total carton count matches the count on the packing list and sign the delivery receipt. Since receiving personnel do not verify each carton, we DO NOT recognize PODs (proof of deliveries) from parcel carriers.

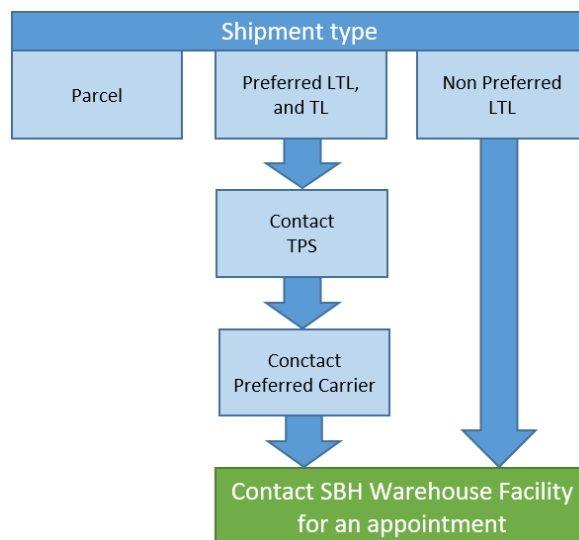
Note: a signed freight bill when a parcel delivery is accepted does not confirm quantities delivered are accurate. Shortages and overages are noted only when confirming the Purchase Order.

In the case of all shipments to our warehouses, if there is a shortage or overage when Purchase Orders are confirmed, a notification of a vendor shipment error (VSEN) will be sent to the vendor to indicate discrepancies, and we will ask you to reship or for a credit, depending on the discrepancy.

Detailed Routing & Shipping Requirements to SBH Warehouses

All of our warehouses require delivery appointments for all shipments (other than Preferred LTL and Parcel shipments as described above). When using preferred carriers for LTL, follow instructions on Appendix D or contact TPS Logistics with any questions or concerns at (248) 731-4725 or SBA@tpslogistics.com.

We have preferred carriers for LTL. The routing matrix on page 5 of Appendix D indicates the preferred carrier that should be used based on the origin and destination State of the shipment. Please note that shipments transported by a carrier that is not the preferred carrier that is listed on the routing matrix will be debited at the vendor's expense unless the vendor obtained prior authorization from the Director of the Warehouse Facility in writing via email. We will deduct a flat \$100.00 fee per occurrence from the vendor's next invoice. Please refer to Appendix D for Routing Instructions. A list with each warehouse's email address for scheduling shipment appointments is on Appendix D.



Appointments are subject to availability and will be scheduled for the earliest available slot.

All Purchase Order numbers in the shipment must be included in the email request for an appointment.

Less than Truckload (LTL) Shipments: (400-10,000 lbs. and less than 12 linear feet) by Preferred LTL Carriers:

Please follow the routing matrix on Appendix D for selection of the Preferred LTL carrier.

- When shipping LTL, the vendor MUST list the classification on the bill of lading. Classification is found in the NMFC (National Freight Classification Manual) which is required by the Department of Transportation.
- When shipping to Canada, Alaska, Hawaii, Puerto Rico, and Mexico please use YRC Freight (<http://yrc.com/>).

Truckload Shipments (10,001 lbs. and greater or more than 12 linear feet):

Contact TPS Logistics (Email: SBA@tpslogistics.com Phone: 248-731-4725) in advance of any shipments.

Fee Details for Non-Compliance on Transportation and Shipping to Warehouse Requirements

Vendor non-compliance fees will be calculated based on labor, materials and administrative costs. See Appendix E for our fee calculation form.

1. Non-Compliant Shipments - General

- All shipments to any warehouse should comply with the requirements in this Guide. Any deviations from the requirements listed herein require the prior authorization of the Director of the Warehouse Facility in writing via email.
- Any shipments that do not comply with the requirements of this Guide will be considered a shipping deficiency subject to applicable non-compliance fees unless the Director of the Warehouse Facility authorized the non-compliance in writing via email.
- Vendors will receive a notification (a “Non-Compliance Notification”) in the event of non-compliance. Non-Compliance Notifications will include a description of how the shipment did not comply with our requirements, along

with photographic and/or supporting documentation evidencing the non-compliance, and the amount of the non-compliance fee.

- Vendors will have 10 days from receipt of the Non-Compliance Notification to contest any fees assessed. Any dispute about these fees must be submitted to the Director of the Warehouse Facility that sent the Non-Compliance Notification.
- Repeated failure to comply with the requirements of this Guide may result in fees being charged to the vendor to compensate SBH for all costs and expenses suffered and incurred as a result of a vendor's non-compliance.

2. Failure to Communicate All Purchase Orders during Scheduling of Appointment

- When scheduling an appointment, our vendors must communicate all the Purchase Orders they will deliver to enable our warehouses to appropriately plan and prepare for the receipt of the shipment.
- Failure to communicate one or more Purchase Orders while making the appointment will result in a non-compliance fee.
- Fee for Non-Compliance: See Appendix E – Violation #1

3. Missed Appointments or Late Arrival in excess of 30 Minutes

- Missed appointments and/or late arrivals in excess of 30 minutes may be rescheduled (at the discretion of the warehouse) to the next available time slot. Any cost incurred for storage or late delivery will be the responsibility of the vendor. SBH is not responsible for any cost incurred for this violation.
- **Fee for Non-Compliance:** See Appendix E- Violation #2

4. Receiving Window

Purchase Order receiving window will show on the Purchase Order as a “*Delivery Week of*” window; you have Sunday – Friday to deliver.

- Our Purchase Orders show a “*Delivery Week of*” window for delivery, and the vendor has from Sunday – Friday of that week to deliver. In the case that you want to deliver a shipment earlier than the five (5) day “*Delivery Week of*” window, you must contact your Merchandise Planning Inventory Planner or the Director of the Warehouse Facility asking for authorization via email (absent such prior written authorization via email, a non-compliance fee will be assessed). All Purchase Order Numbers in shipment must be shipped to the correct warehouse.

- This does not apply to receiving appointments scheduled by the warehouse outside the five (5) day “Delivery Week of” window.
- **Fee for Non-Compliance:** See Appendix E- Violation #3

5. Bill of Lading Requirements

- Two copies of the Bill of Lading (“BOL”) should be given to the carrier at the time of shipment.
- The BOL must include:
 - Full “ship to” address as listed on the Purchase Order.
 - All Purchase Order numbers for orders included in the shipment. If more than one Purchase Order is shipped on the same truck, each carton must have the proper Purchase Order number on it.
 - ✓ Name of Carrier
 - ✓ List carton count in quantity column of BOL if number of cartons is 50 or less.
 - ✓ List number of pallets in quantity column of BOL. If carton count is more than 50 total cartons, it should be noted in the body of the BOL.
 - ✓ Accurately note weight in appropriate column.
 - ✓ Date shipped.
 - ✓ Any applicable special handling or delivery instructions.
 - ✓ Email address and phone number of the receiving warehouse.
- **Fee for Non-Compliance:** See Appendix E- Violation #4

6. Packing List Requirements

- Vendor must provide a packing list containing the following information:
 - ✓ If the quantity for one Purchase Order is shipped across multiple trucks, the packing list must be specific to each shipment (truck).
 - ✓ Purchase Order number(s)
 - ✓ SKU specific information:
 - SKU number
 - Item description
 - Number of full pallets with the number of cartons per pallet and units per carton
 - ✓ Freight carrier and shipment date
 - ✓ Vendor name
- The SKUs and quantity delivered must be accurate per what is indicated on the packing list. Ship only products in quantities specified on the Purchase Order.

- New SKUs must include a Safety Data Sheet (“SDS”) as part of these documents. Additionally, any SKUs that have been reformulated and for which the SDS information has changed must have an SDS sheet as part of these documents for the next shipment. SDSs for any items that are regulated for transportation must include a completed section 14 of the SDS.
- The SKU specific information, as listed in the first bullet of this section above, must be listed for each pallet. If you are shipping the same SKU in different pallets, then you must provide the SKU specific information for each pallet.
- The packing list should be placed securely on the last pallet loaded on the trailer or attached to the BOL so that the receiving warehouse may review the list prior to unloading the shipment. The packing list for smaller shipments (i.e. LTL, UPS, etc.) should be placed in one clearly marked carton indicating “Packing List Enclosed”.
- Items must be shipped in shippable cartons and in master case packs only. Shipments should include only one SKU per carton. You may be able to place multiple cartons in a larger carton (though there should only be one Purchase Order per carton) for shipping purposes. This over pack carton would require all the markings required per this guide.
- Upon shipping, the packing list must be sent via EDI (EDI document #128) to the appropriate warehouse receiving department no later than 24 hours in advance of expected delivery.
- The use of this packing list is required. Shipments arriving without the properly completed packing lists are subject to refusal and chargebacks.
- The packing list must be complete with all information requested above or a non-compliance fee will be applied.
- **Fee for Non-Compliance:** See Appendix E- Violation #5

7. Item Not Shipped in Master Case/ Marked as Multiple SKU

- Units are to be packed in uniform quantities in cartons, per master case requirements. In the event that master case requirements change, resulting in a change to the number of units per master case, this change must be communicated to the Buyer at SBH, to enable us to update our systems accordingly.
- Each carton should have only one SKU.
- Each carton containing the same SKU should include the same number of units according to master case, and this information should be provided in the packing list.
- A shippable carton for promotional items will be defined as:

- ✓ 44 ECT or 200 Burst strength (minimum)
 - ✓ Packed with inserts and proper packing to ship in a parcel
- A shippable carton for other items will be defined as:
 - ✓ 32 ECT or 200 Burst strength (minimum)
 - ✓ Packed with inserts and proper packing to ship in a parcel
- **Fee for Non-Compliance:** See Appendix E- Violation #6

8. Cartons Not Shippable or Not Properly Packaged

- Shipping cartons are to be clearly marked with the following:
 - ✓ Sally SKU number
 - ✓ Item description
 - ✓ UPC (Bar-coded if available)
 - ✓ Serial number (if applicable)
 - ✓ Quantity per case
 - ✓ Vendor name
 - ✓ Accurate hazardous markings (if applicable)
 - ✓ Case containing packing list must be clearly identified
 - ✓ Purchase Order number
 - ✓ Partial carton indicator
- **Fee for Non-Compliance:** See Appendix E- Violation #7

9. Cartons Not Clearly Marked or Not Marked Correctly

- The shipper is responsible for classifying, packaging, marking, labeling and documenting a hazardous material shipment in full accordance with hazardous materials regulations. When freight is offered for shipment, the hazardous material must be labeled and properly described on the shipping paper. Make sure when packing small cases of ORM-D or Limited Quantity items in a large case for shipping purposes, you mark the cases with the same ORM-D or Limited Quantity labels.
- **Fee for Non-Compliance:** See Appendix E- Violation #8

10. Pallet Requirements

- Cartons must be palletized at a height not to exceed 55" and should fit within the parameters of the pallet without overhanging the edge of the pallet.
 - **Fee for Non-Compliance:** See Appendix E- Violation #9
- Use only class "A" or "B" 4 – way pallets, size 40" or 42" by 48". Pallets must be in good shipping condition with no broken or missing boards.
 - **Fee for Non-Compliance:** See Appendix E- Violation #10

- Cartons must be secured to the pallets so as not to shift in transit, by a means such as shrink wrapping or taping.
 - **Fee for Non-Compliance:** See Appendix E- Violation #11
- Cartons of the same product must be consolidated together on the same pallet. If there is less than a pallet of each item, then these cartons must be consolidated together in the same layer of the pallet. Pallets containing multiple items must be clearly marked **“MIXED ITEMS ON THIS PALLET”**.
 - **Fee for Non-Compliance:** See Appendix E- Violation #12

11. Product Mark/Label Requirements

- Cartons are to be stacked on pallets so that carton markings are facing outward and clearly visible through outer wrappings. A pallet label should be affixed to the top right hand corner of each pallet with the pallet loaded facing the rear of the trailer. The label must contain the following data:
 - ✓ Address of warehouse receiving the shipment
 - ✓ Purchase Order number(s) on pallet
 - ✓ SKUs on pallet and location within the pallet of SKUs on mixed pallet
 - ✓ Vendor name
 - ✓ Carton count
- The labels should contain all information listed in this section or a non-compliance fee will be applied.
- **Fee for Non-Compliance:** See Appendix E- Violation #13

12. Purchase Order Products and/or Quantities Not Accurate

- The correct SKU is to be shipped in the correct quantity as per the Purchase Order.
- Should we be unable to resolve a freight claim for damaged or lost goods due to improper packing or descriptions, the vendor will be liable for the value of the claim.
- **Fee for Non-Compliance:** See Appendix E- Violation #14

13. Shipping On-Time Policy

- We expect our Purchase Orders to **arrive** at the “Ship To” location (usually a warehouse) within the “Delivery Week of” window on the Purchase Order (Refer to #3 in this section for Fee Details for Non-Compliance.) We reserve the right to refuse any shipment that arrives after this date.

- **Compliance Measurement:** We will capture the receipt date of each Purchase Order at the receiving location, and compare it to the “Delivery Week of” window on the Purchase Order. If the receipt date is within the “Delivery Week of” window, it will count as “on-time”. If the receipt date is after the arrival window, it will be considered “late” or non-compliant.
- **Fee for Non-Compliance:** All orders received outside of the Purchase Order arrival window will be assessed a chargeback fee. Please see below fees below:

Week of Delivery window	Fee for non-compliance
In Window	No fee
1 week late	4% fee on units received late
2 weeks late	8% fee on units received late
3+ weeks late	12% fee on units received late
Non-shipment	12% fee on units ordered and not received

14. Shipping Complete Policy

- We expect you to fill our orders 100% complete, within the arrival window on the Purchase Order. ***We will not accept substitutions, backorders or overages.*** If you cannot fill the order in full within the arrival window, you should have notified the Merchandise Planning Inventory Planner at the time you received the Purchase Order, and amended the order.
- **Compliance Measurement:**
We will measure the units received against a Purchase Order based on “Delivery Week of” window.
We will divide the units received by the total number of units ordered on the final version of the Purchase Order. This will equal the “percent complete”. Our goal is 100% with VE (Vendor Excellence) vendors and 95% with non-VE vendors.
- **Fee for Non-Compliance:** Each unfilled unit (quantity of items on the orders) will be assessed a chargeback of 12% of the cost of goods (see table in section 13 above). You will receive a report with your Purchase Orders’ information:
 - ✓ Purchase Order number
 - ✓ Confirmation Date
 - ✓ Estimated Delivery Date (ETA)
 - ✓ Receipt Date
 - ✓ Units ordered
 - ✓ Units received
 - ✓ Fee % per Purchase Order line
 - ✓ Fee amount per Purchase Order line

Reporting

We will provide monthly reporting on the measurements outlined in the prior section (the “Monthly Reports”). The Monthly Reports will be published on the SPS or FOM Portal (Fulfillment Order Management/Model) so you can monitor your performance over time and know what to expect.

The reports will be published in the next link:

<http://community.spscommerce.com/sally-beauty-fulfillment>

Chargebacks

The chargeback fee amount will be deducted from our payable balance to you. Chargebacks will be deducted monthly, with a 30 day lag. (Example: fees/chargebacks incurred in the month of March will be due at the end of April and will be deducted from our payables due to you.)

Chargeback Disputes

Any dispute about a chargeback must be submitted to SBH within 10 days of your receipt of the Monthly Report we will send via EDI. Any dispute must be documented on the form enclosed with the Monthly Report and sent to SBHVC@sallybeauty.com. You will be expected to provide proof that the order arrived at our warehouse on-time and/or complete and/or in line with the other requirements set forth in this Guide. The following does NOT constitute evidence that we will accept:

- A signed, stamped BOL does not provide evidence that specific items, or specific quantities of any items were received on time.
- A statement that there was an agreement with a Director of the Warehouse Facility or the Merchandise Planning Inventory Planner (as applicable) to deviate from the requirements in this Guide. As explained above, any such agreement with the Director of the Warehouse Facility or the Merchandise Planning Inventory Planner, as applicable, must be documented in writing via email.

I hereby acknowledge receipt of a copy of the Sally Beauty Holdings, Inc. Vendor Guide for Merchandise Vendors (April 8, 2019 edition) and understand, acknowledge, and agree that I am responsible for reading it and familiarizing myself with its contents and following the requirements set forth therein.

_____ ***(Name of Vendor if entity)***

_____ ***(Signature)***

_____ ***(Name of Signatory)***

_____ ***(Title, if applicable)***

Appendix

Appendix A: Sally Beauty Supply (SBS) New Vendor Set Up Form

Appendix B: Beauty System Group (BSG) New Vendor Set-Up Form

Appendix C: Sally Beauty Holdings (SBH) New Item Set-Up Forms and Attributes (note there are 10 tabs to be completely filled out before submission.)

Appendix D: Routing Guide

Appendix E: Shipping and Receiving Non-Compliance Fee Form