



Marisa International Supplier's Manual

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1 WELCOME MESSAGE FROM MARISA LOJAS

Welcome to the International Suppliers Manual from Marisa. Thank you for your interest on working with us. Here you will find all the information you need regarding Marisa Lojas S.A and its procedures. This manual was produced to communicate the expectations of Marisa and its instructions were developed thinking about Brazilian laws, retail's specifications, Marisa's system and infrastructure.

Marisa expects that you read this document carefully and forward it to everyone related to this partnership. It is mandatory the following of the procedures described here for all deliveries to the company. Non-compliance of any procedure may cause unnecessary re-work, delays on receiving the goods and additional costs, which can be transferred to the supplier and, in some situations, may cause the non-acceptance of the goods.

We are looking forward to do great business with you and start a long partnership together.

2 RELEVANT INFORMATION REQUESTED

Whenever starting a new cooperation, Marisa Lojas demands its agents/factories to provide the Marisa's Vendor Package, duly signed and stamped. This package consists in:

Supplier's record: where all relevant data about the company, key personal, production capacity, etc, must be advised. (Attached nr 01 at the end of this document)

International agreement: a document where we state all company policy required by us to your suppliers, agreement to the production procedures, price, payment terms, quality inspection, supplier's and purchaser's obligation and protection of the Brands, Human and Environment Rights.

Marisa Responsibility Package: a document where we state all general policy required by us to

your suppliers, agreement to the production procedures and protection of the Brands, Human and Environment Rights. (Attached number 7.1 in this manual)

Acceptance term: a document that supplier, after check all points from this manual, confirm acceptance and accomplishment of all items as well as all penalties stated. (Item 7.2 in this manual).

3 APPROVALS PROCEDURES

3.1 Fabric, colors and accessories submissions

Please use our submission cards model for this. Make sure you print it in A4 paper and that the information written on it is clear; correct and easy to understand (please make sure you/your staff write it clearly.). Use one submission card for each style. Do not mix several styles in one submission card. The submission cards models will follow attached to this document. We have bellow submissions cards models that you must use.


Main label: you can work with your own supplier to produce our main label, but don't forget that you must submit the main labels to designer approval.

3.2 Submission Cover Letter

Supplier must send one envelope for each merchandiser and must attached to this envelope our cover letter model, containing submissions designated, date, Courier Company and tracking, supplier, contact person, contents such as style number, what kind of sample it is, quantity of pieces and delivery date. The same file must be send to each buyer by e-mail. Cover Letter Examples:

In case of fabric quality or color lab dip:

BUYER:		COURIER COMPANY	
ASSISTANT:		TRACKING NUMBER	
DESIGNER:		SUPPLIER	
STYLE NUMBER	P.O NUMBER	DELIVERY DATE	DETAILS
EX. MAR01	EX. 70...123	XX/XX/XXXX	EX.: COLOR LABDIP

BUYER:					
ASSISTANT:					
DESIGNER:					
PHOTO	PO NUMBER	GENERAL ARTICLE	WHAT KIND OF SAMPLE IS..	DELIVERY DATE	TRACKING NUMBER
	ex.:70000....	ex.:100.....	ex. PPS	xx/xx/xxxx	ex.:DHL123....

In case of Fitting sample, PPS or SS:

3.3 Cards Models (Lab dip Card, Trim Card, YD / Print strike off Card, Fabric Card)

marisa Recibido: _____
Retorno: _____

Date: _____ Attention To: _____ *Style photo*

Supplier: _____ Brand: _____

Style reference: _____

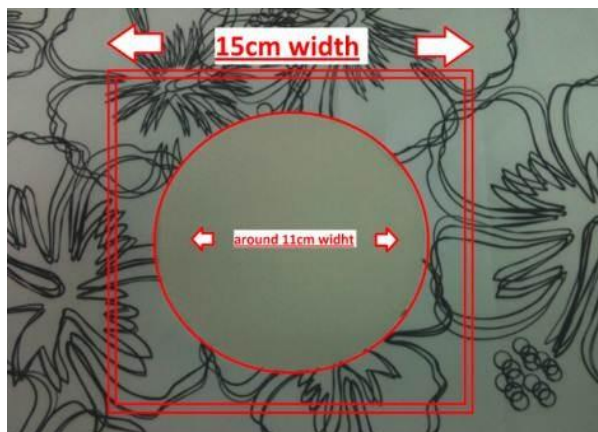
Delivery date: _____

Please review attached submission and approval

Fabric quality
Print
Color

For lab dips submission, always send 3 options for each pantone.

For the fabric submissions make sure fabric swatches have at least a 15cm x 15cm.



3.4 Counter sample for developments (line presentation)

Once counter sample arrives at Marisa office, it become company property. It means that either it enters to collection or it goes to donation. We do not gave samples back to you.

3.5 First Fitting Sample

First fitting sample should be sent in correct fabric, or at least in a fabric with same content, construction and gsm, fitting appeal. On this sample it will be evaluated: Measures, Construction and Fitting. If these three conditionals are approved, next step will be “Go for PP sample”. If not, 2nd fitting sample will be required. In the meantime must be submitted for approval all colors, strike offs and accessories.

3.6 Second or Third Fitting Sample

These samples may be required by the designer whenever there's an important change to be done on previous sent samples. Styles are cancelled if the 3rd sample isn't approved.

IMPORTANT: After comments received, a new sample must be sent in maximum 15 calendars days.

3.7 Wash Care Label layout approval

If you have some doubts about the layout of the wash care label, we can check it before you send us the PPSample. You may send us by e-mail, kindly consider the steps below:

- Each different layout must be in a different PDF file named with the style name, always name it with the general article
- The file must contain the layout and the photo of the style front and back
- The file must contain the information about the fabric (woven or knitting)

The composition indicated on the label is totally responsible of the supplier, and we can just approve it with the physical sample on hands.

We only approve the layout by e-mail. You are not allowed to go on with bulk production printing before the PPSample approval.

For more information about how to make the wash care label, please check topic 4.1.1.

3.8 Pre Production Sample

After first fitting sample and all fabric qualities, colors, strike offs and accessories approved, you must proceed to the Pre Production sample. It should be a sample of how production will be. It must have the right fabric quality, correct trims and accessories. PP samples must be sent in each color (all together) for production released.

Marisa requires two (02) samples in each color or print combination, this is the last sample required before the production starts. It must be exactly the same that will be produced, including all embroideries, care label, SKU label, colors and customized trimmings. Its quality will be approved, after the approval of our QC team and only after its confirmation; the supplier can start the production. The only accessory that is not an obligation is the price tag.

Note we can still require some adjustment at this stage so production cannot start without our approval.

3.9 Price tags

When the PPSample is received, it may be necessary to change the selling price due the dollar currency for that time. Please don't print the bulk production before PPSample approval. If it's necessary to increase or decrease the price, we will send you revised price tags. The file we send you with price tag is a PDF file, so it is not necessary approval on this. Please

print it in couche paper, it can be with low gsm. It will be checked only on PTS inspection.

IMPORTANT: PP Sample must be sent at least 62 days before delivery date at our HUB, otherwise order can be cancelled.

3.10 Production/Shipment Sample

Shipment sample must be sent:

Marisa requires two (02) samples in each color or print combination selected from the production, including all embroideries, care label, SKU label, price tag, colors and customized trimmings. If the style was developed considering only one color way, the supplier must send 2 samples of the same color.

IMPORTANT: Shipment Sample must be sent to Brazil HQ 20 days before delivery date and must be taken from production.

3.11 Licensed Styles

In these cases all samples, trims, accessories, must be sent to Marisa HQ. For Licensed Items is required the following number of samples (**in total**):

Disney	4 SS
Marvel (ex. Avengers, Spider...)	4 SS
Warner Bros (Justice League, Looney Tunes...)	6 SS
Star Wars	6 SS
Nickelodeon	8 SS
Hasbro (Transformers, My little pony....)	8 SS
Hello Kitty	3 PPS and 6 SS
Minions	3 PPS and 9 SS
Bands (Beatles, Foo fighters....)*	4 PPS and 9 SS
Emoji	3 PPS and 10 SS

*we may request more samples

Manufacturers of licensed goods can be audited by third part companies as SGS, Bureau

Veritas, chosen by the Licensor. The cost involved in this process will be under the manufacturer responsibility.

Licensed and styles approved by Marisa office will be discarded.

3.12 Sample Identification

All samples must come with the tag below, you can ask for the open file. It is very important that you write all the information asked, especially the ones for identification.

FRONT	BACK
○ marisa	○ marisa
COUNTER SAMPLE	
TO: _____ <input type="checkbox"/> VISUAL	FABRIC QUALITY <input type="checkbox"/>
SUPPLIER: _____ <input type="checkbox"/> FIT	FABRIC COLOR <input type="checkbox"/>
REF: _____	TRIMS QUALITY <input type="checkbox"/>
SECTOR: _____ MANAGER: _____	
PO: _____ ARTICLE: _____	FITTING APPROVAL
PRICE: _____ DELIVERY DATE: _____	<input type="checkbox"/> APPROVED
COMPOSITION: _____ WEIGHT: _____	<input type="checkbox"/> APPROVED W/ RESTRICTION
<input type="checkbox"/> DEVELOPMENT <input type="checkbox"/> APPROVAL	<input type="checkbox"/> TO WAIT
<input type="checkbox"/> SAMPLE <input type="checkbox"/> PPSAMPLE <input type="checkbox"/> SHIPMENT	_____
<input type="text" value="1ST SAMPLE"/> <input type="text" value="2ND SAMPLE"/> <input type="text" value="3TH SAMPLE"/>	_____
<input type="text" value="SUPPLIER SENT ON"/> <input type="text" value="ARRIVAL"/>	<input type="text" value="DATE"/> <input type="text" value="MERCHANDISING SIGNATURE"/>

IMPORTANT: Samples will not be considered without all these information.

3.13 Sending samples:

All samples must be send pre-paid by courier (DHL, UPS, TNT, official mail and others). The courier company may need Marisa's tax ID/number (CNPJ): 61.189.288/0001-89.

Brazilian Office Address:

Marisa Lojas S/A

Att.: name of the buyer

422, James Holland. CEP: 01138-000.

São Paulo SP. Brazil.

Please consider using DHL company, is the one we have an account on and it is easier to have

the packages in Brazil.

For BAGS / WALLET:

If you have to send more than 1 piece, please pay attention in some points:

Do not send the same model in the same package

Do not send more than 3 bags in the same package

If you have to send more than 1 package, you must wait two days between the shipment.

Example: If you send 1 package in September 21, the next shipment must be in September 23, and the next in September 25.

The unit price never be under USD 5.00 or more than USD 8.00

Why? Because when the package arrive in Brazil, if we have more than one package from the same supplier, our customs agent will consider all packages together, and they can characterize "formal import", and we will have to pay 35% import tax. In addition, it can delay the shipment.

For GARMENTS:

Do not send the same model in the same package. You can send the different types of garments (example: BRA, Shirt, Skirt)

Do not send more than 15 kg, and 10 pieces in the same package.

If you have to send more than 1 package, you must wait two days between the shipment.

Example: If you send 1 package in September 21, the next shipment must be in September 23, and the next in September 25.

Unit Prices:

Bra / panties - (underwear) = USD 1.00 up to USD 3.00

Shirt (long sleeve / short sleeve) = USD 3.00 up to USD 5.00 (consider the high price if the shirt if has embroidery or lace)

Pants (jeans or another composition) = USD 5.00 up to USD 7.00.

Dress = USD 5.00

Jacket / Blouse / Coat = USD 10.00

Sweater/Cardigan: USD 5.00

Overalls = USD 5.00

Socks = USD 3.00

For ACCESSORIES / SCARF / GLOVE / BONNET:

Do not send the same model in the same package. You can send the different types of accessories or no more than 2 same pieces.

Do not send more than 15 kg. “be careful with the quantity that you send, cause if you send a lot of accessories, they can consider purchase order.

If you have to send more than 1 package, you must wait two days between the shipment. Example: If you send 1 package in September 21, the next shipment must be in September 23, and the next in September 25.

Unit Prices:

The price never be under USD 1.00 (for earring or little accessory) or more than USD 5.00 (scarf / glove/ bonnet).

IMPORTANT:

Remember that after Marisa place the order, supplier is responsible for paying freight and all costs involved in sending samples. It means any shipment, Marisa’s office to supplier and supplier to Marisa’s office. We also faced some problems with FedEx some time ago, please try to send through other courier company. We prefer to work with DHL and UPS.

You must send a copy of commercial invoice to the Marisa’s team, with the tracking number. Always send it to samples@marisa.com.br.

On the commercial invoice, use write the information: “**FREE OF CHARGE – NO COMMERCIAL VALUE**”, please do not forget to inform.

Payment terms: only sample – free of charge

Please inform: the complete description, with composition and quantity, and price USD 0,00.

IMPORTANT: please follow strictly all shipping instructions informed above in order to avoid customs clearance problems.

3.14 Sample Rejection / Return

Samples can be rejected by Quality Control when goods arrive at our lab due to several issues such as: great measure discrepancies, poor construction and workmanship or styling difference between requested and sampled. All rejections will decrease your rating in our Supplier Performance report. If you send the first PPSample in the correct time, we'll ask you to revise the problem and send a new sample. If it is delayed, it may be canceled.

3.15 Production Report:

Suppliers must send to Buyer Team production status report and production schedule for all styles.

IMPORTANT: It's not allowed to split same style among different factories (even the ones with big volume).

4 DELIVERY PENALTIES RULES

1st Week – Delivery Date after getting shipment approval according to the week required

2nd Week – (one week delay) – 5% discount on FOB Amount

3rd Week – (two weeks delays) – 10% discount on FOB Amount and the order can be cancelled

4th Week (three weeks delays) – Order will be cancelled

IMPORTANT: If necessary, buyer may require airfreight under vendor's expenses ** If you delay more than 2 weeks, buyer can cancel the orders. **

The debit note for the penalty will be discount on current PI or on the next PI. If there is not any other PI, reimbursement must be done by credit bank note.

5 QUALITY CONTROL

5.1 Bulk production inspection

Marisa office will send our Quality Control to supplier's factory to check bulk quality, we apply

the quality standard AQL 2.5, order can be cancelled if found bulk quality below standard and if that cannot be revised.

Quality inspection must happen where the goods were produced, by a third party company authorized by Marisa Lojas S.A. As soon as Marisa's QC team approves PPS, supplier are able to book the inspection. The inspection must happen around 15 days before the deliver date.

Inspection will be done by conformity, based in one of the PPS already approved by Marisa's Quality Control.

Once scheduled the first inspection, the cancellation or reschedule must be notified at least two workdays in advance directly to the company that are making this inspection, otherwise supplier will be responsible for paying the fee.

Supplier also will be responsible for paying inspection fee if production is not ready when inspector arrives and in case of production is not approved by Marisa's QC team and Buyer approves supplier to do second or third inspection.

When the goods are at Marisa's warehouse, our QC division does the random inspection. If the goods exceed the standard by AQL tolerance, full inspection will be required.

Reimbursement process is cost full and all charges are automatically transferred to the supplier. After full inspection, the supplier will be notified by the buyer (until 120 days after goods were shipped on board) reporting quality problems found, quantity and total costs that needs to be reimbursed by the supplier to Marisa.

Reimbursement:

If supplier has another PI for the next 60 days: All reimbursement costs will be automatically deducted from the next PI. If supplier doesn't have any other PI for the next 60 days, it will be required a credit note within 30 days from the buyer's notification.

IMPORTANT: The involved reimbursement costs are: FOB, Freight, Import duties, Internal taxes, Operational costs (broker fee, handling fee, warehouse fee, transportation cost), inspection service (100% analyzed, piece by piece), and fixing cost (when needed).

If supplier wants to recover rejected products this must be done within 30 days after receiving costs notification from the buyer. All procedure will be making UNDER EXWORK incoterm and all costs and hiring company for this operation (broker, freight forwarder, etc) is under supplier responsibility. Supplier will only be able to take out the products from our warehouse after paying total involved costs.

After 30 days products are automatically sent to donation and supplier is still responsible for this reimbursement.

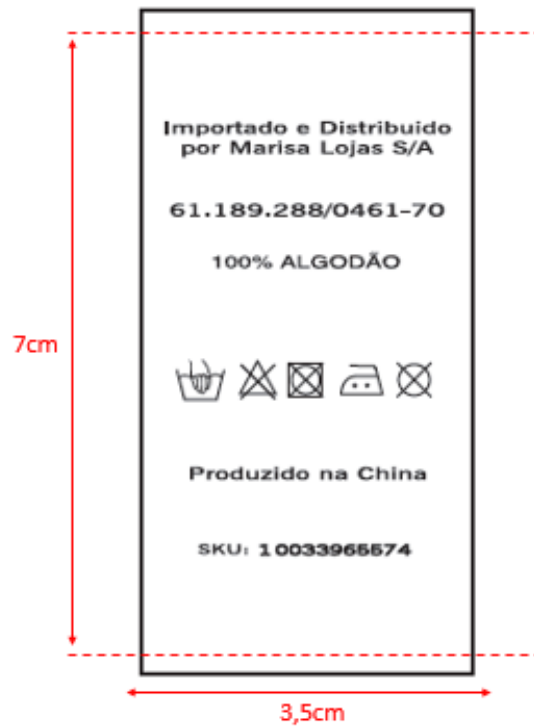
5.2 Care Labels

The indications must be made in a clear, permanent and ineffaceable manner. All information must be written in Portuguese. Portuguese language has many words with accents (~, ^, ´, ` as on á, à, ã and â, as well as , in ç).

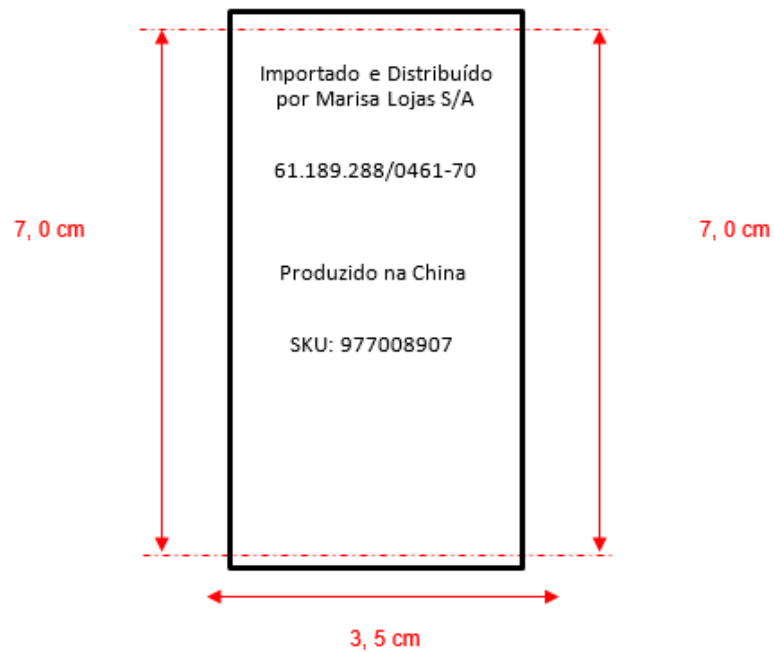
- Label height: 7,0cm (it can be increased if the space doesn't fit properly all necessary information).
- Label width: 3,5cm.
- Stitching area: 5mm from top/bottom.
- Characters (letters and numbers) height: at least 2mm. If you are going to use lower case letter, please note that all letters must be at least 2mm weigh.
- Symbols height: at least 4mm.
- For kids department, all wash care labels must be in satin. For adults department it can be in nylon or FASCO paper.

Penalties can be applied by Brazilian government if incorrect or unclear information is provided on products, after preparing and before producing send it for approval. Bellow there are

sketches of labels and indications of necessary information:



Accessories layout (bags, wallets and belts).



Reserve enough and clear area from the edges of the labels to avoid that the information gets Imbedded on the stitching.

Necessary information regarding care labels



SKU: this is a 11 numbers code created by Marisa's system to identify and control the stock of the products. It is informed by the buyers when they're issuing Purchase Orders.

Production country: it is mandatory to inform the production country. Its name must be in Portuguese. Below some countries are listed.

Depending on the country, the text (preposition) in Portuguese changes.

Country	Text in Portuguese
Bangladesh	Produzido em Bangladesh
Cambodia	Produzido no Camboja
China	Produzido na China
India	Produzido na Índia
Indonesia	Produzido na Indonésia
Malaysia	Produzido na Malásia
Philippines	Produzido nas Filipinas
South Korea	Produzido na Coréia do Sul
Turkey	Produzido na Turquia
Uruguay	Produzido no Uruguai
Vietnam	Produzido no Vietnã

Fabric composition must be written in Portuguese: if it is 100% cotton, you must write 100% Algodão

Composition	Portuguese Translation
ACRYLIC	ACRÍLICO
NYLON/POLYAMIDE	POLIAMIDA
COTTON	ALGODÃO
ELASTANE/SPANDEX	ELASTANO
POLYESTER	POLIÉSTER
LYOCELL	LIOCEL
RAYON/VISCOSE	VISCOSE
STRAW	PALHA
POLYURETHANE	POLIURETANO

DEVELOPMENT AND COMMERCIAL PROCEDURES

5.3 NCM sheet

When the negotiation is closed, you need to send us the NCM sheet. It is a file that you must describe the details of the style such as composition. You also must indicate the manufacturer you are going to produce the PO. This factory must be already registered with us and with all the compliance documents sent. Note that we don't accept factories without compliance documents.


We are going to sent you back this sheet with Portuguese description and classified NCM number. You need to use this information to proceed with Proforma Invoice.

Example of NCM sheet

PICTURE	DESCRIPTION	STYLE	SUPPLIER	MANUFACTURER	PORT OF ORIGIN	UNIT OR SET	GENDER	ADULT/ KIDS/ TEENAGER
	POLO SHIRT					UNIT	MALE	KID'S
	POLO SHIRT					UNIT	MALE	ADULT

5.4 Manufacturer

In the moment you send us the NCM sheet, it is required that you have already decided which factory will make the production and this information must be mentioned in the sheet. If we never worked with this factory before, it is necessary to register it in our system, so you need to send us the compliance documents. Please note it is not allowed to change the factory without telling us and it is definitely not allowed to produce the PO in a factory without compliance. If you change the factory by your own, you may not be able to ship your goods.

 Supplying: Address: City: SAP Code: CNPJ:		Import Pro-forma: Maker: Country: Process:		Purchase Order: 7000046790 Order Type: Rev.Import. Direta Cond. Paym.:																							
Data Billing Local Billing: CD 0818 Navegantes Marisa Lojas SA CNPJ: 61.189.288/0461-70 State Registration: 256685789 Address: Rodovia BR 470 Km 05 S/N ZIP Code: 88370-888 City: Navegantes State: SC		Data Recovery Local Recovery: ESCRITORIO CENTRAL Marisa Lojas Varojistas CNPJ: 61.189.288/0001-89 State Registration: 104.120.001.110 Address: Rua James Holand 422/432 City: Sao Paulo		Data Delivery Local Delivery: CD 0818 Navegantes Marisa Lojas SA CNPJ: 61.189.288/0461-70 State Registration: 256685789 Address: Rodovia BR 470 Km 05 S/N ZIP Code: 88370-888 City: Navegantes State: SC																							
General Article: 10032626476 - CAMISA FLORAL MC Theme: NAVT - Navy Tropical Selling Price: 69,95 BRL Fashion Grade: MODA - Moda		Delivery Week: 01.10.2018 to 05.10.2018 Number of packs: 161,000 Addressing: PD11 - Parede P11 (Novembro)		Sector: 13 Subsector: 13001 Category: 13001005 Section: 130010050130		Purchaser: Tel/FAX: (11)21388512 / (11)21388512 / Group Purchasing: 520 - Basicos/J Jeans Imp Date of Issue: 05.02.2018																					
Item		SKU		Description		Color		Size		Detail		Unit Measure		Order Qty		Gross Price per Unit		Net Price		% ICMS		% IPI		IPI Unit Value		Total Value of Item	
11		10032626636		CAMISA FLORAL MC RSC, RSC, P		12-1310		P				PEÇ		483,000		3,70		3,70		0,00		0,00		0,00		1.787,10	
12		10032626643		CAMISA FLORAL MC RSC, RSC, M		12-1310		M				PEÇ		966,000		3,70		3,70		0,00		0,00		0,00		3.574,20	
13		10032626650		CAMISA FLORAL MC RSC, RSC, G		12-1310		G				PEÇ		966,000		3,70		3,70		0,00		0,00		0,00		3.574,20	
14		10032626667		CAMISA FLORAL MC RSC, RSC, GG		12-1310		GG				PEÇ		483,000		3,70		3,70		0,00		0,00		0,00		1.787,10	
Value Base ICMS		0,00		ICMS Value		0,00		Basis ICMS ST		0,00		ICMS ST Value		0,00		Total Value of Goods		10.722,60									
% Disc. Financial		0,00		% Disc. Inauguration		0,00		Total Value Discounts		0,00		Total Value of IPI		0,00		Total Amount with Taxes		10.722,60									
Qty Goods Total		2.898,000		Qty Packs Hangereds in Box		65,000		NCM		6205.20.00																	
Values in USD																											

Grad: 10032626780

Color	Detail	P	M	G	GG	Total
12-1310						
Total						

Ratio/sizebreakdown

- P – Small
- M – Medium
- G – Large
- GG – Extra Large

- ★ Delivery Date at our warehouse in Brazil
- ★ Buyer will let you know delivery date at our HUB in origin
- ★ Our HQ address

5.5 Documentation Process

After negotiation with the Buyer, Purchase Order will be send with all needed information (quantity, SKU number, FOB etc.). After receive it supplier needs to fill and send them the Proforma Invoice in maximum 2 working days. Delaying it may delay the opening of the Letter of Credit (LC) when necessary. General Article number, purchase order number and price tags are created and sent to the suppliers by buyers or their assistants. Our P.O. layout:

Please note that the “hanger” information appears in this document, but this is only necessary for our team. For FASHION CLOTHES it is not necessary to use hangers. For **lingerie** and **accessories** is required.

5.6 Price tag layout

An example of price tag:

FIGURE 3 – ADHESIVE LABEL (PA)

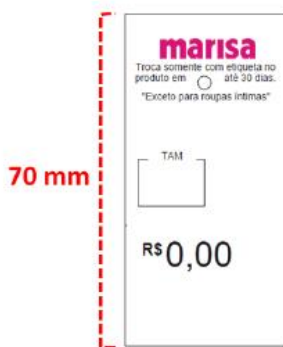


FIGURE 4 – COMPLETE ADHESIVE LABEL (PE)



FIGURE 1 – UNIT CARD LABEL (PC)



FIGURE 2 – DOUBLE LABEL





please note that every time you use sticker label, you may use sticker alarm as well.

5.7 Proforma Invoice

Proforma Invoice must be fulfilled in Marisa's Model and must inform the real net weight and estimated CBM (or as close as possible) of each style negotiated, full description in Portuguese of the product (you will have this information from NCM sheet), quantity, unit price, country of production, port of origin, factory name and address, etc).

On invoices, the composition of the goods must be the same as the ones described on goods labels. Brazilian customs compare products against invoices. Duties may be applied for discrepancies.

Bill of lading (B/L) must be consigned to Lojas Marisa and Notify to Lojas Marisa, the exception is only to Bangladesh that must be consigned to Bank and notify Lojas Marisa, as the rule of the country.

IMPORTANT: Buyers only negotiate **delivery date at port / forwarder warehouse.** It means that

dates described on Proforma Invoice (P.I.s) are the date of goods should be reach to our forwarder warehouse or origin port. Allowed port of delivery: Shanghai, Yantian, Xiamen, Nhava Sheva, Chittagong, Jakarta, Montevideo and Callao.

5.8 Payment Terms

To open the LC:

The payment is through a Letter of Credit (L/C), and the terms of payment is LC 90 days for suppliers from Bangladesh (due to government rules), and LC 180 days for the others suppliers. For LC 180 and LC 90 days (Bangladesh) we have a program with Santander Hong Kong, that we will increase the unit price with a negotiate interest rate, and Marisa is the responsible to absorb this fee and negotiate the interest rate with Santander.

Payment Terms	Libor	Fix Cost	Total 360 days	TX Desc
				Per period 180 days 90 days - Bangladesh
90	2,1285%	1,7000%	3,8285%	0,9571%
180	2,3454%	2,0000%	4,3454%	2,1727%

*Variable rate of libor.

**LIBOR is an acronym for the London Interbank Offered Rate. LIBOR is an indicative average interest rate against which a representative group of banks (panel of banks) makes unsecured loans between themselves and made in the London money market.

Takes around 10 workdays to open it, counting the day of draft approval by suppliers. If any change is necessary on the terms, the moment to request it is during draft's checking. Any changes requested after the draft approved, bank will apply these costs under beneficiary account.

The import dept. must receive the proforma invoice to open the LC from Marisa's purchase department, after received the Proforma Invoice, import department takes around 4 - 5 workdays to send the draft for approval. Some clauses in the LC is not negotiable, because can affect our shipment procedures.

To negotiate documents:

The supplier must follow strictly rule describe on the LC, please read with attention; the documents must be negotiated until 21 days after vessel departure, and all documents must be send to our broker before send the negotiation to the bank, they will check and approve all documents in accordingly with the shipment for customs clearance. If you have any doubts about these procedures, please contact directly the import department.

5.9 Shipment Procedures

Commercial invoice and Packing list must be send to Purchase Department and Import Department 10 days before the delivery date at forwarder. After you get the shipment authorization you must contact immediately the forwarder to proceed with the booking to release the goods to the warehouse, or for Factory Load you must contact forwarder to arrange the booking and release the container. If you do not follow the delivery date at forwarder penalties will be applied.

We accept 3% more or 5% less the quantity by color by size described on Purchase Orders, *but this difference must be informed on commercial invoice and packing list to the purchase dept and import dept.* We don't accept broken breakdowns. ONLY COMPLETE BREAKDOWNS CAN BE DELIVERED.

IMPORTANT: You must guarantee that your commercial invoice and packing list is the final docs and the quantities and price will not change for any reason. You must make the quality inspection before send us the final documents. Quantities and price cannot change after we issue the IL and shipment authorization, penalties may be applied to suppliers.

Allowed Ports:

Port	Country
Nhava Sheva	India
Shanghai	China
Yantian	China
Xiamen	China
Chittagong	Bangladesh
Jakarta	Indonesia

Callao	Peru
Montevideo	Uruguay

Partial shipments are not allowed. Always ship the goods according to what was informed in the commercial invoice and packing list. All Import Licenses (IL) are issued according to these documents, partial shipment can cancel the IL and penalties may be applied to suppliers.

Only ship the goods after shipment instructions sent by Marisa's import department. If the shipment will be delayed, inform the buyer and import department previously. Don't ship anything without previous authorization or penalties may be applied.

Final data must be same in packing list, commercial invoice and House Bill of Lading (G.weight, N.weight, CBM, qty, etc) when you accomplish them.

You cannot make any change on the final documents when the shipment already happened. If you send to the bank different docs from the previously approved, Import department will refuse the discrepancy and the bank will send you back the set of the documents and penalties may be applied.

6 LOGISTICS INSTRUCTIONS

6.1 Packing:

Each supplier is responsible for the quality of goods packaging. This includes the utilization of carton boxes, stickers and polypropylene plastic bags (transparent and odorless), looking for fully protection of the products that will be shipped. All products must be packed accordingly respecting their individual raw materials, accessories and finishing characteristics. As well, they must consider quantities and weights per package for transport and distribution. All cartons must fit accordingly their contents, avoiding empty spaces or kneading the goods due to overload. They must be resistant and support pile up, movement and transportation.

IMPORTANT: Commercial Invoice and Packing list breakdown must follow buyer's purchase order and must be sent to Brazil 10 days before delivery date. Documents delayed and incorrect may cause orders cancelation.

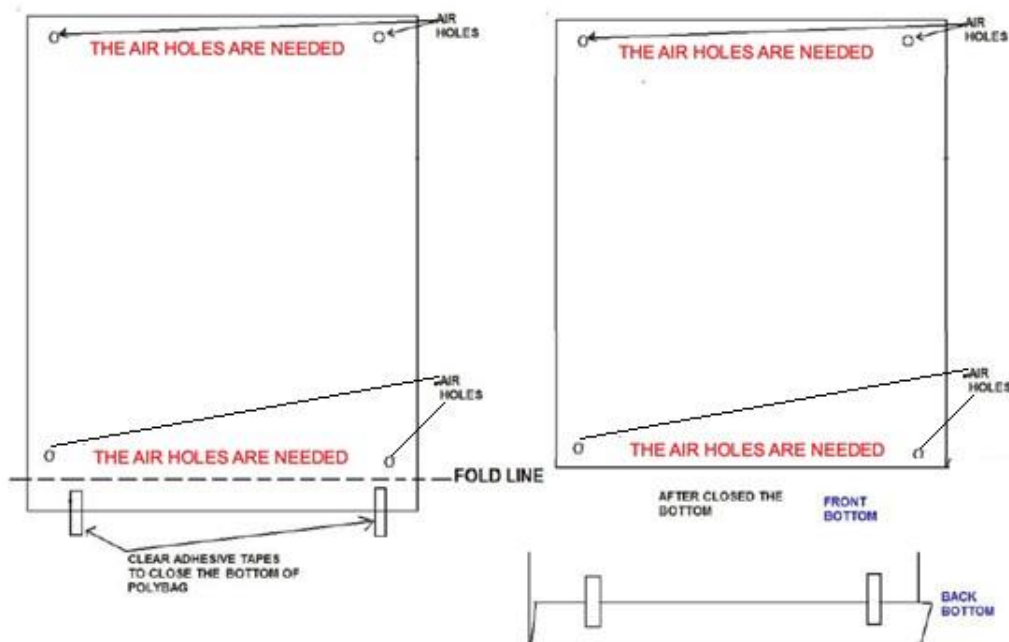
Net weight is just the weight of piece without tags, hangers or plastic bags, we will follow the net weight of PP sample (standard size) and issue final docs considering this weight.

6.2 Polybag

Plastic bags aspect: Individual polybags for each piece – **Raw material must be POLYPROPYLENE**



IMPORTANT: Losses for goods misplacements and damages caused by improperly packing are of supplier's account and their costs will be transferred to the supplier.



IMPORTANT: Products cannot be humid or wet when packed in order to avoid mustiness.

6.3 Breakdown Packaging:

Each piece must be inspected, cleaned, well ironed (when allowed) and **individually packaged in a transparent and odorless plastic**. Then each breakdown pack must be formed and packed in a resistant transparent plastic, duly sealed to protect the product from tearing, humidity, dirt and other risks. You can send the polybag in any quality, it is not necessary to print any information on it, the only rule is to be transparent and with four holes. We may have different combinations of breakdown. Also, there are different ways to pack each breakdown according to the Purchase Order. The packing must be done respecting the information described in each P.O. It is forbidden to mix different breakdowns in a same inner carton or in a same carton.

BREAKDOWN

More than one color and sizes packed together, composing the breakdown requested on P.O.

One or more colors in 3 or more sizes, packed in sets. It means that the colors and sizes should be packed in the inner carton and carton, according to the purchase order.

First example:

<i>Color</i>	<i>size S/36</i>	<i>size M/38</i>	<i>size L/40</i>	<i>size XL/42...</i>	<i>Total</i>
<i>Black</i>	2	4	4	2	12

Second example:

<i>Color</i>	<i>size S/36</i>	<i>size M/38</i>	<i>size L/40</i>	<i>size XL/42...</i>	<i>Total</i>
<i>Black</i>	1	2	2	1	06

For this breakdown, **each piece must be packed individually**. Then, **an inner carton must pack all these 12 or 06 pieces**, according to these 4 sizes and 1 color. The same size and color ratio must be respected.

IMPORTANT: We do not allow master polybag. Every pack must come in an inner carton, then a master carton.

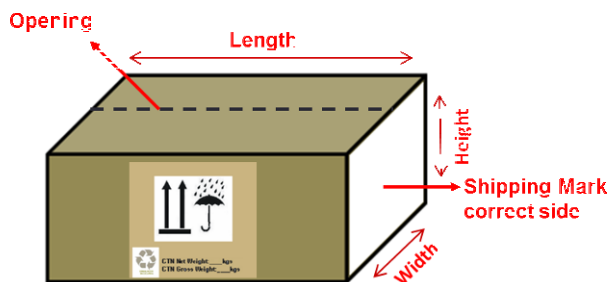
6.4 Volume Sizes and cartons specification:

The limit gross weight is 30kg per carton. Box specification must respect bellow instructions, you can use the size of the box between the minimum and maximum that we informed bellow:

Box Specification



	width	length	height	weight
minimum	12 cm	20 cm	5 cm	0,5 kg
maximum	60 cm	70 cm	70 cm	30 kg



Example master carton with inner carton inside:



Inner carton/box with 12 pieces (for example)



Empty master carton



Master carton with inner cartons inside (for example)

If a breakdown pack has a volume bigger than half the volume recommended here for the carton, it must be disposed separately, in a resistant and non-deformed carton smaller than the suggestion, fitting only one breakdown.

It refers to cases of packings larger than necessary for the packing of the products requiring removal of the empty space of the cartons:



1. To make the assemblage of the base of the carton according to standard packing

NOTE: Note that the products have not completed the whole space of the box.



2. Make cuts on all laterals (angles) to the point leveled to the products



3. To facilitate the folding of the flaps, press the blade lightly on the inner laterals of the box, in line with the height of the packaged products.



4. When the procedure has been carried out, the height of the carton is at the level of products, as beside.



5. After pressing the blade lightly on the inner laterals of the box, fold the flaps from the filling level, starting by the smallest.



6. Fold the larger flaps.



7. Apply the tape on the central (transversal) part.



8. Apply the tape on the lateral aperture of the box.



9. Finally, apply the tape on all apertures of the packing in the same manner as in the standard packing process, completing the closure of the carton and making it available for the transport.

As you know we have the rule below for cartons sizes:

	width	length	height	weight
minimum	12 cm	20 cm	5 cm	0,5 kg
maximum	60 cm	70 cm	70 cm	30 kg

If the new pack is too small, supplier needs to make inner carton and master carton.

If the pack is big enough, suppliers can make only the master carton with the quantity per carton, as the commercial department gave you the instructions in the negotiation.

Please always check with import team before proceed, because we need align with purchase and logistic department.

Example below without inner carton because the product is too big:



5.1 Carton Marks only for master carton:

All cartons must be identified by sticker. There are some specific symbols and it must be printed on 2 sides of the box exactly as described and its order must be followed.

Side marks: 1) upside this way; 2) Protect against humidity; and 3) Protect from heating.

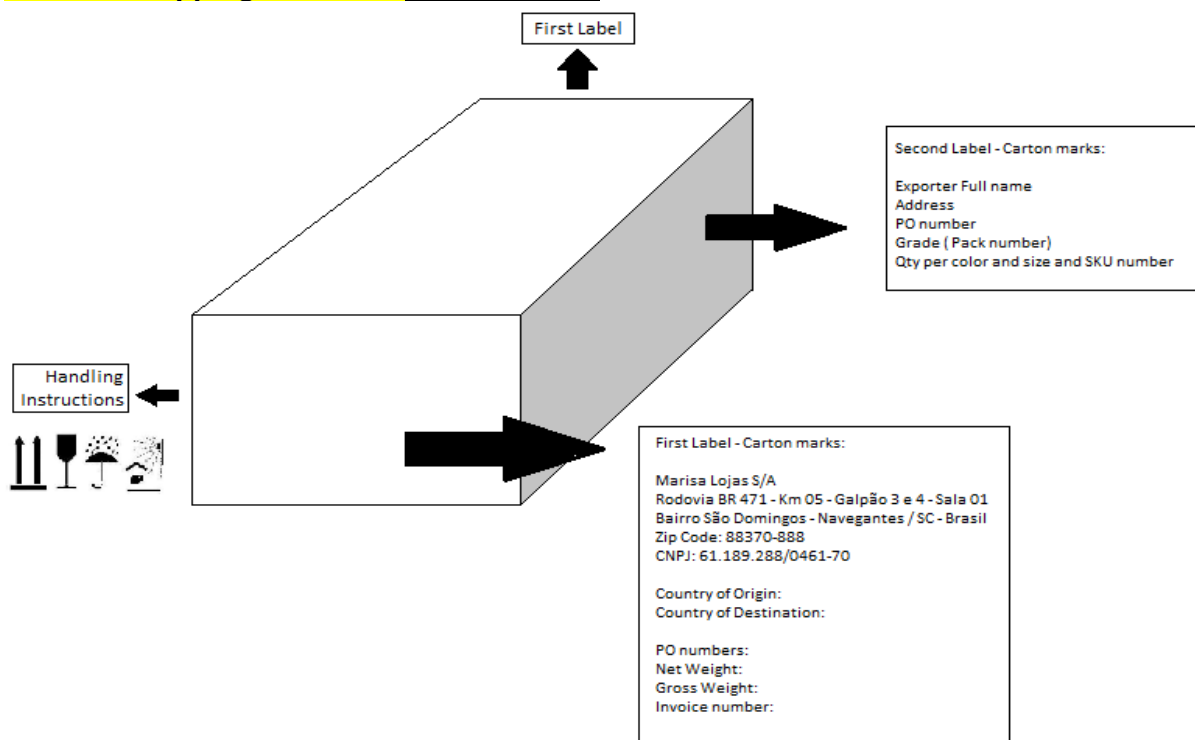


Also, it's necessary to fill the information about carton's net and gross weights (in kilos).
Recyclable symbol must be used when applicable.

When a product has metal parts as buckles, buttons, chains and others that can oxidize, these parts must be paper involved to protect them.

If special procedures for packaging are demanded (not mentioned in these Instructions), a previous agreement between buyer and supplier must be made, in order to preserve the product from handling and transportation up to the final customer.

Model of shipping marks for master carton:



First Label – Carton Marks:

First Label - Carton marks:
Marisa Lojas S/A
Rodovia BR 471 - Km 05 - Galpão 3 e 4 - Sala 01
Bairro São Domingos - Navegantes / SC - Brasil
Zip Code: 88370-888
CNPJ: 61.189.288/0461-70
Country of Origin:
Country of Destination:
PO numbers:
Net Weight:
Gross Weight:
Invoice number:

Second Label – Carton Marks:

Second Label - Carton marks:
Exporter Full name
Address
PO number
Grade (Pack number)
Qty per color and size and SKU number

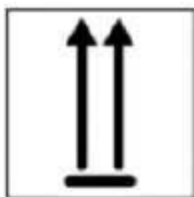
Handling Instructions – Carton marks:



Sensível à umidade

No wet

This box handling mark is a must.



Não pode ser tombada

This side up, handle with care

This box handling mark is a must.



Proteger do calor excessivo

Protect from heating

This box handling mark is a must.

5.2 Model of inner carton marks for Packing

Main mark (must be attached by sticker or print in one side of the box)

Import Information (must be the same of the documentation)

Invoice Number

Supplier Reference

Address: Rodovia BR470 - Km 5 - Galpão 3 e 4 - Sala 1				
São Domingos - Navegantes - SC				
Zip Code: 88370-888 - CNPJ: 61.189.288/0461-70				
Port of Destination: - Brazil				
Invoice nº:		style number:	General Article (article number)	
70000123123				
PURCHASE ORDER			Qty Inner Total - (pack)	
70000123123			N.: 200	
P - (S)	M - (M)	G - (L)	GG - (XL)	TOTAL
1	2	2	1	6

Article Number

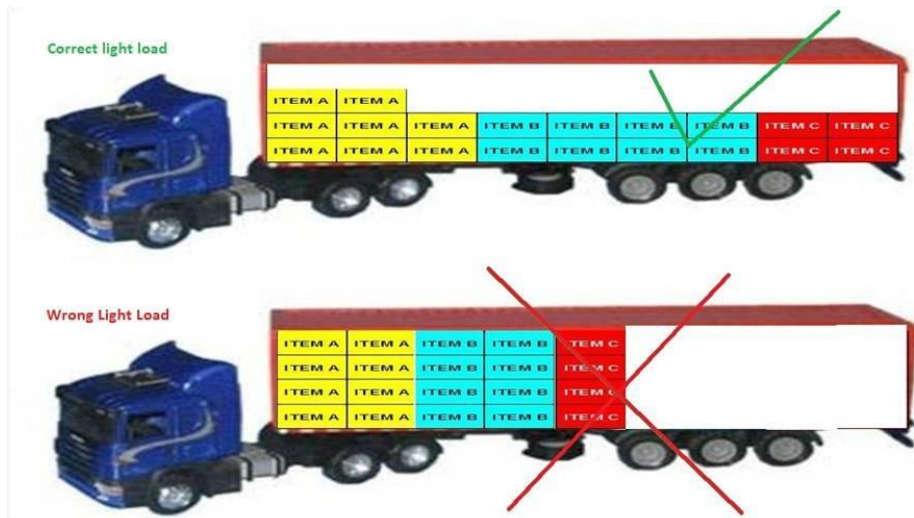
Qty of Pack (inner carton)

Qty of pieces (pack)

marisa

5.1 Loading Procedures

After loading the box it must be flat, boxes loaded over than capacity does become oval box



7 ATTACHMENTS

7.1 Supplier's Record

COMPANY'S DATA

1	<i>CORPORATE NAME (NO ABBREVIATION ALLOWED) / RAZÃO SOCIAL (SEM ABREVIÇÃO)</i>	
2	<i>TRADING NAME / NOME FANTASIA</i>	3 <i>DATE OF CONSTITUTION / DATA DE CONSTITUIÇÃO</i>
4	<i>COUNTRY/PAÍS</i>	5 <i>TOTAL NUMBER OF EMPLOYEES / NÚMERO TOTAL DE FUNCIONÁRIOS</i>
6	<i>HEADQUARTER'S ADDRESS / ENDEREÇO DA SEDE SOCIAL</i>	
7	<i>DISTRICT – NEIGHBOURHOOD / BAIRRO</i>	8 <i>CITY/CIDADE</i>
9	<i>STATE/UF</i>	10 <i>ZIP CODE/CEP</i>
11	<i>SHOWROOM ADDRESS / ENDEREÇO DO SHOWROOM</i>	
12	<i>CORPORATE TAXPAYER REGISTRY - TAX REGISTRATION NUMBER / CNPJ</i>	
13	<i>STATE ENROLLMENT / INSCRIÇÃO ESTADUAL</i>	
14	<i>ENTREPRENEURIAL ENROLLMENT IDENTIFICATION / ID. DE REG. EMPRESARIAL (NIRE)</i>	

15	<i>WILL YOU SUPPLY THROUGH YOUR OWN FACTORIES OR THROUGH OUTSOURCED FACTORIES?</i>
----	------------------------------------------------------------------------------------

Proprietor's data

16	<i>FULL NAME OF THE PROPRIETOR / OWNER (CEO OR LEGAL REPRESENTATIVE) – NOME DO PROPRIETÁRIO</i>
----	-------------------------------------------------------------------------------------------------

17	<i>ID NUMBER</i>
----	------------------

18	<i>GENDER/GÊNERO</i>	19	<i>BIRTH DATE/DATA DE NASCIMENTO</i>	20	<i>NATIONALITY/NACIONALIDADE</i>

21	<i>COMPLETE ADDRESS OF THE PROPRIETOR/ OWNER (CEO OR LEGAL REPRESENTATIVE) – ENDEREÇO DO PROPRIETÁRIO/ REPRESENTANTE LEGAL</i>				
	<i>COUNTRY/PAÍS</i>		<i>CITY/CIDADE</i>		
	<i>STATE / UF</i>	<i>ZIP CODE/ CEP</i>	<i>PHONE NUMBER / TELEFONE</i>		
	<i>E-MAIL</i>	<i>SINCE</i>	<i>MAIN FUNCTION / CURRENT TITLE -</i>		

22	<i>OTHERS – NAME OF THE MANAGER / OUTROS – NOME DO DIRETOR</i>				
	<i>E-MAIL</i>	<i>SINC</i>	<i>MAIN FUNCTION / CURRENT TITLE -</i>		
	<i>OTHERS – NAME OF THE MANAGER / OUTROS – NOME DO DIRETOR</i>				
	<i>E-MAIL</i>	<i>SINC</i>	<i>MAIN FUNCTION / CURRENT TITLE -</i>		

complementary key contacts

Name/Nome	e-Mail	Phone number/Telefone	Function/Função

banking information/informações bancárias

Including intermediary banks

Beneficiary/Beneficiário	Bank/Banco	Address/Endereço	Swift code	Account/Conta

complementary information

01	MAJOR CUSTOMERS/ PRINCIPAIS CLIENTES		
1		4	
2		5	
3		6	

02	FACTORIES INFORMATION / INFORMAÇÕES DE FÁBRICA
----	------------------------------------------------

Factory Name/Fábrica	Full Address/Endereço completo	Which certificates does this factory have?	Certificate Expiration date	Number of employees per factory	Capacity per factory (pieces)

03	MAIN ECONOMIC ACTIVITY/ PRINCIPAL ATIVIDADE ECONÔMICA
Type	TOTAL CAPACITY OF PRODUCTION PER MONTH (PIECES)
KNIT	
WOVEN	
JEANS	
ACCESORIES	

04	WHAT DOES THE COMPANY DO INTERNALLY?
----	--------------------------------------

<input type="checkbox"/> Printing	<input type="checkbox"/> Production	<input type="checkbox"/> Embroidery	<input type="checkbox"/> Spinning
<input type="checkbox"/> Weaving	<input type="checkbox"/> Finishing	<input type="checkbox"/> Dyeing	<input type="checkbox"/> Cutting

7.2 Proforma Invoice Model

PROFORMA INVOICE			
EXPORTER NAME:		IMPORTER / CONSIGNEE NAME:	
NAME ADDRESS CITY COUNTRY ZIP CODE		MARISA LOJAS S.A RODOVIA BR 470-1 KM05 - GALPÃO 3 E 4 - SALA 01 BAIRRO: SÃO DOMINGOS - NAVEGANTES / SC - BRASIL ZIP CODE: 88370-888 CNPJ: 61.189.288/0461-70	
Invoice number #:	GTX - 1458FF	Date:	15/12/2015
Delivery Date at Logistic Operator:	15/01/2018	MANUFACTURER NAME:	
Payment Terms:	100% LC 90 DAYS	Address:	
Port of Origin:	SHANGHAI - CHINA	Zip code:	
Port of Destination:	ITAPOÁ - BRAZIL	City:	
Ship Mode / Incoterm (2010):	SEA FOB	Country:	

O Number	General Article	Buyer	Family (only for Lingerie)	Style #	Description of goods (Sleeve Information, Lining Information (full / parcial / Without) and composition, Woven or knit, Female, Male and	NCM	Net Weight - KG	CBM - m3 (for piece)	COLOR	Size	Quantity in pieces	Unit Price	Total Amount
7E+09	1234567891011	Camila	-	12345	BLUSA FEMININA ADULTO - 100% ALGODÃO - MANGAS LONGAS - SEM FORRO - TECIDO PLANO	402.2500	0,300Kg	1,60 m3	WHITE	P	100	USD 2,50	USD 250,00
									WHITE	M	100	USD 2,50	USD 250,00
									WHITE	G	100	USD 2,50	USD 250,00
									WHITE	GG	100	USD 2,50	USD 250,00
									BLACK	P	100	USD 2,50	USD 250,00
									BLACK	M	100	USD 2,50	USD 250,00
									BLACK	G	100	USD 2,50	USD 250,00
									BLACK	GG	100	USD 2,50	USD 250,00

Total Gross Weight Estimated: 500,00Kg

Total Net Weight Estimated: 300,00Kg

Total CBM estimated: 30,00 m3

BANK INFORMATION

Beneficiary:		
Beneficiary Address:		
Advising Bank:		
Adv. Bank address:		
SWIFT code:		
Account Number:		

TOTAL	7200	USD 18.000,00
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Other terms:
1. Insurance Marisa's responsibility
2. Quantity 3% more and 5% less allowed
3. Quality inspection fee will be paid by Marisa (with exce
4. If needed, re-inspection fee must be supplier's respons
5. Partial shipment allowed only against previous authoriz
6. International Bank Fees by supplier's responsabi
7. The supplier must follow the delivery date in accordanc

Supplier signature-----
Marisa Signature

7.3 Packing List Model

PACKING LIST																	
EXPORTER NAME:										IMPORTER NAME:							
NOME XXXXXXXXXXXXXXXXXXXX ADDRESS XXXXXXXXXXXXXXXXXXXX CITY XXXXXXXXXXXXXXXXXXXX COUNTRY XXXXXXXXXXXXXXXXXXXX ZIP CODE XXXXXXXXXXXXXXXXXXXX										MARISA LOJAS S.A RODOVIA BR471-KM05 - GALPÃO 3 E 4 - SALA 01 BAIRRO: SÃO DOMINGOS - NAVEGANTES / SC - BRASIL ZIP CODE: 88370-888 CNPJ: 61.189.288/0461-70							
Invoice number #:			LC#:			Date:			14/05/2015								
Production Date:			XXXX			MANUFACTURER NAME:											
Payment Terms:			XXXX			Address:											
Port of Origin:			XXXX			Zip code:											
Port of Destination:			XXXX			City:											
Ship Mode / Incoterm (2010):			SEA			FOB			Country:								
Proforma Number			xxxx-sssss														
PO Number:	General Article	DESCRIPTION OF GOODS	COLOR	36	38	40	42	44	46	QUANTITY OF PIECE FOR CARTON	QUANTITY OF INNER CARTON	QUANTITY OF CARTON MASTER	UNIT NET (PIECE)	UNIT GROSS (PIECE)	TOTAL NET WEIGHT FOR	TOTAL GROSS WEIGHT FOR	Meas - (CB)
700085745	1234567891011	BLUSA FEMININA ADUL	Branco/Preto							221	0	15	0,560	0,800	123,76	176,8	12
700085745	1234567891011	BLUSA FEMININA ADUL	Branco/Preto							157	0	8	0,560	0,800	87,92	125,6	3,5
700085745	1234567891011	BLUSA FEMININA ADUL	Branco/Preto							208	0	7	0,560	0,800	116,48	166,4	2,5
700085745	1234567891011	BLUSA FEMININA ADUL	Branco/Preto							214	0	18	0,560	0,800	119,84	171,2	15
										0	0				0	0	
										0	0				0	0	
BOX MEASUREMENT																	
LENGTH	WIDTH	HEIGHT	Quantity of carton														
12 cm	24 cm	32 cm	48 cartons	TOTAL OF CARTON													
				TOTAL QUANTITY (PIECE)													
				TOTAL GROSS KG:													
				TOTAL NET KG:													
				TOTAL MEASUREMENT:													
																	48
																	800
																	640,00
																	448,00
																	33,000

7.4 Commercial Invoice Model

COMMERCIAL INVOICE			
EXPORTER NAME:		IMPORTER / CONSIGNED NAME:	
NAME ADDRESS CITY COUNTRY ZIP CODE		MARISA LOJAS S.A RODOVIA BR 470-1 KM05 - GALPÃO 3 E 4 - SALA 01 BAIRRO: SÃO DOMINGOS - NAVEGANTES / SC - BRASIL ZIP CODE: 88370-888 CNPJ: 61.189.288/0461-70	
Invoice number #:	TX - 1458F	LC n.º:	H 123456
Date:		15/12/2015	
Delivery Date at Logistic Operator:	15/01/2018		MANUFACTURER NAME:
Payment Terms:	100% LC 90 DAYS		Address:
Port of Origin:	SHANGHAI - CHINA		Zip code:
Port of Destination:	ITAPOÁ - BRAZIL		City:
Ship Mode / Incoterm (2010):	SEA	FOB	Country:
Proforma Number	GTX -222DDDD		

O NUmber	General Article	Buyer	Family (only for Lingerie)	Style #	Description of goods (Sleeve information, Lining Information (full / parcial / Without) and composition, Woven or knit, Female, Male and	NCM	Net Weight - KG	CBM - m3 (for piece)	COLOR	Size	Quantity in pieces	Unit Price	Total Amount
7E+09	1234567891011	Camila	-	12345	BLUSA FEMININA ADULTO - 100% ALGODÃO - MANGAS LONGAS - SEM FORRO - TECIDO PLANO	6402.2500	0,300Kg	1,60 m3	WHITE	P	100	USD 2,50	USD 250,00
									WHITE	M	100	USD 2,50	USD 250,00
									WHITE	G	100	USD 2,50	USD 250,00
									WHITE	GG	100	USD 2,50	USD 250,00
									BLACK	P	100	USD 2,50	USD 250,00
									BLACK	M	100	USD 2,50	USD 250,00
									BLACK	G	100	USD 2,50	USD 250,00
									BLACK	GG	100	USD 2,50	USD 250,00

Total Gross Weight 1500,00Kg
Total Net Weight : 1300,00Kg
Total CBM : 150,75 m3
Total Cartons : 300 boxes
Total of inner carto 1500 packs
Carton Master Dim 50 cm x 40 cm x 20 cm

TOTAL	4800	USD 12.000,00
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BANK INFORMATION

Beneficiary:	
Beneficiary Address:	
Advising Bank:	
Adv. Bank address:	
SWIFT code:	
Account Number:	

- Other terms:**
1. Insurance Marisa's responsibility
 2. Quantity 3% more and 5% less allowed
 3. Quality inspection fee will be paid by Marisa (with exc
 4. If needed, re-inspection fee must be supplier's respon
 5. Partial shipment allowed only against previous authori
 6. International Bank Fees by supplier's responsabi
 7. The supplier must follow the delivey date in accordan

Supplier signature

Marisa Signature

8 STATEMENT OF MARISA LOJAS S/A POLICY TO MANUFACTURERS AND BUYING AGENTS REGARDING PRODUCTION OF MERCHANDISE

Our objective here is to build up a long-term working relationship with vendor, suppliers and agents, sharing the same ethical values.

8.1 GENERAL COMPLIANCE STANDARDS

The compliance standards outlined herein apply to all vendors, suppliers, and agents that manufacture or supply merchandise to Marisa Lojas SA. These compliance standards represent the requirements that all factories must satisfy in order to proceed with its relations with Marisa Lojas SA.

8.2 SUPPLIER SELECTION

When electing suppliers, Marisa Lojas SA will identify reputable companies that are committed to compliance with legal requirements relevant to the conduct of their business.

8.3 LEGAL REQUIREMENTS

Marisa Lojas SA requires that its vendors and suppliers strictly comply with all contract provision, as well as all applicable laws and regulations, including Brazilian and those of the countries of manufacture and exportation.8.4

8.5 COUNTRY-OF-ORIGIN

Marisa Lojas SA will not allow the importation into Brazil of merchandise that does not have accurate country-of-origin labeling. All responsibility for non compliance to this statement will be sent straight forward to whom disrespected it.

8.6 VALUATION

Marisa Lojas SA requires that its vendors reflect the total price paid or payable for imported merchandise on all documents for the importation and clearance of that merchandise into Brazil.

8.7 FORCED LABOR

Marisa Lojas SA will not tolerate by any chance the use of convict, indentured, slave, bonded or other forced involuntary labor, either directly or indirectly, by its vendors, or by any subcontractors utilized by its vendors.

8.8 CHILD LABOR

Marisa Lojas SA will not tolerate the use of child labor by its vendors. ‘Child Labor’ is defined as the employment of persons younger than the age of 14, the local legal minimum working age, or the local legal age for compulsory education, whichever is higher.

8.9 MAXIMUM WORK HOURS

Employee work hours must be reasonable and in compliance with local laws and standards with no regularly scheduled work weeks in excess of 60 hours (or lower if prescribed by local law or local industry standards).

8.10 WORK ENVIRONMENT

Vendors must provide workers with a safe, clean, and healthy work environment and residential and eating facilities (where applicable), which are in compliance with all relevant local laws and regulation.

8.11 NONDISCRIMINATION

Vendors must employ workers on the basis of their ability to perform the requisite tasks, and not on the basis of their personal characteristics or beliefs.

8.12 FREEDOM OF ASSOCIATION

Vendors must recognize and respect the legal rights of employees to free association. Vendors may not threaten, penalize, restrict, or interfere with employees lawful efforts to organize or join associations of their choosing.

8.13 INSPECTION AND AUDIT

To further assure proper implementation of and compliance with the standards set forth herein, Marisa Lojas SA reserves the right to inspect and approve all production facilities (and living and eating facilities where applicable), including those of subcontractors, and to request proof or certification of compliance.

Full and complete cooperation in this effort is required. A manufacturer's failure to permit an inspection must be explained in writing to Marisa Lojas SA and an unreasonable or unsatisfactory explanation is grounds for immediate termination of all pending transactions with such a manufacturer.

Marisa Lojas SA requires that all manufacturers provide unrestricted access to our representatives without advance notice, and such access extends to the manufacturer's own facilities as well as those operated by any contract sewing shops or other designated contract facilities which a manufacturer may utilize in connection with the production of merchandise for us.

We further require that either the vendor or a reputable outside inspection agency conduct random inspections in accordance with the AQL 2.5 or other specified grading standard for each and every shipment of merchandise manufactured for Marisa Lojas SA account.

A signed Quality Inspection Certificate certifying satisfaction of the AQL 2.5 or other specified grading standard must accompany each and every shipment.

8.14 INTELLECTUAL PROPERTY PROTECTION

Vendors, suppliers, and agents understand that the merchandise bearing a trade name, trademark or copyright owned by or licensed to Marisa Lojas SA belongs exclusively to Marisa Lojas SA

Vendors, suppliers and agents must utilize their best efforts to protect Marisa Lojas SA trade names, trademarks or copyrights. Branded merchandise that is rejected by Marisa Lojas SA or does not meet our quality standards may not be sold, resold, delivered or otherwise disposed of without the prior written consent of Marisa Lojas SA.

In case Marisa Lojas SA prior written consent is granted, Marisa Lojas SA branded merchandise may only be sold, resold, delivered or disposed of outside Brazil and any identifying labels, tags, stickers, etc. must be removed or mutilated prior to the sale, resale, delivery or disposal.

8.15 CONCLUSION

Marisa Lojas SA is dedicated to full and complete compliance with all laws and regulations applicable to the conduct of its business and expects its vendors and buying agents utmost cooperation with such efforts.

It is therefore requested that the owner, president, managing director, or chairperson of your company sign and return a copy of this letter thereby confirming your understanding of its contents and agreement to undertake the obligations it sets forth.

We value the relationship with your company and believe that you share our compliance concerns. Thank you in advance for your cooperation and we look forward to continuing to do business with you.

9 CERTIFICATION OF COMPLIANCE

_____ hereby certifies that the merchandise covered by this shipment was manufactured in compliance with all applicable requirements specified in the “**MARISA’S RESPONSIBILITY PACKAGE**”

_____ further certifies that we have in effect a program of monitoring all approved contract sewing facilities, subcontractors and other designated contract facilities for compliance with Marisa Lojas SA’s requirements.

_____ also certifies that this shipment is in compliance with the country of origin laws of Brazil and where applicable, accompanied by a legally issued and valid export license or visa.

Agreed and accepted as of _____, _____, 20_____.

By: _____ Title: _____

(NAME OF THE RESPONSIBLE)

Signature: _____

(SIGN HERE)

Company Name: _____ Company Stamp:

(EXPORTER NAME)

10 ACCEPTANCE TERM

After check all points from this manual, confirm acceptance and accomplishment of all items as well as all penalties stated.

Please fill below company information and send back this page signed and stamped. Agreement and acceptance confirmed in ___/___/___.

By: _____ Function: _____.

Signature: _____ Company: _____