Supplier Guide



Marisa International Supplier's Manual

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São Paulo, SP, Brazil April, 2019

SUPPLIER GUIDE - MARISA LOJAS S.A

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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: ASSISTANT: DESIGNER: | | | | | |
|-----------------------------------|------------|--|------------------------|---------------|-----------------|
| РНОТО | PO NUMBER | GENERAL ARTICLE | WHAT KIND OF SAMPLE IS | DELIVERY DATE | TRACKING NUMBER |
| | ex:.70000 | ex.:100 | ex. PPS | xx/xx/xxxx | ex:.DHL123 |
| BUYER: | | | COURIER COM | PANY | |
| ASSISTANT: | | | TRACKING NUM | VIBER | |
| DESIGNER: | | | SUPPLIER | | |
| STYLE NUMBER | P.O NUMBER | DEI | IVERY DATE | DE | AILS |
| EX. MAR01 | EX. 70123 | | (/xx/xxxx | | OR LABDIP |
| | | | | | |
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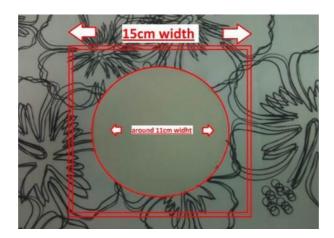
In case of Fitting sample, PPS or SS:

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

| | Recebido: |
|--|-------------|
| marisa | Retorno: |
| illuli isu | netomo: |
| | |
| | Style photo |
| Date: Attention To: | |
| Supplier: Brand: | |
| Style reference: | |
| Delivery date: | |
| | 1 |
| | |
| Please review attached submission and approval | |
| Fabric guality | |
| Print | |
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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. <u>Styles are cancelled if the 3rd sample isn't approved.</u>

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. Avangers, 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 |
|---|---|
| | o marisa |
| TO: VISUAL SUPPLIER: FIT SECTOR: MANAGER: | FABRIC QUALITY FABRIC COLOR TRIMS QUALITY |
| PO: ARTICLE: PRICE: DELIVERY DATE: COMPOSITION: WEIGHT: DEVELOPMENT APPROVAL SAMPLE PPSAMPLE SAMPLE PUS SAMPLE SAMPLE UND SAMPLE ST SAMPLE SHIPMENT JUFPLIES SENT ON JUPPLIES SENT ON | FITTING APPROVAL APPROVED APPROVED W/ RESTRICTION TO WAIT |

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 Contol 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, <u>the cancellation or reschedule must be notified at least two</u> <u>workdays in advance directly to the company that are making this inspection</u>, 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.

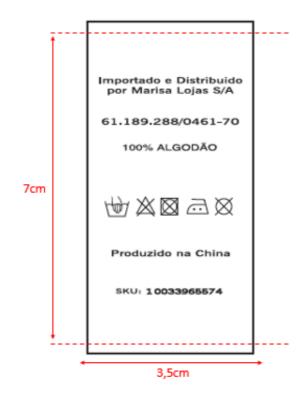
5.2 Care Labels

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 (\sim ,^, \uparrow , as on á, à, ã and â, as well as , in ç).

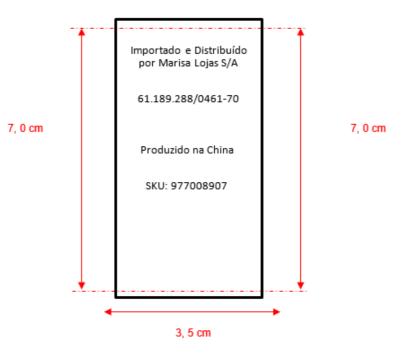
- Label height: 7,0cm (it can be increased if the space doesn't fit properly all necessary information).
- Label width: 3,5cm.
- Stitching area: 5mm from top/bottom.
- Characters (letters and numbers) height: at least 3mm. If you are going to use lower case letter, please note that all letters must be at least 3mm weigh.
- Symbols height: at least 5mm.
- 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:



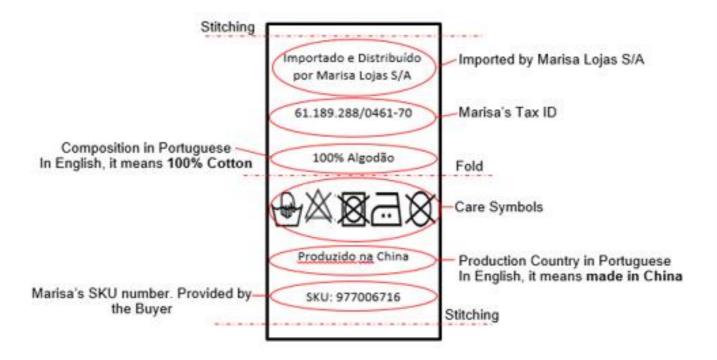
Acessories layout (bags, wallets and belts).



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. Bellow 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.

| PICTURE | DESCRIPTION | STYLE | SUPPLIER | MANUFACTURER | PORT OF ORIGIN | UNIT OR SET | GENDER | ADULT/ KIDS/ TEENAGER |
|---------|-------------|-------|----------|--------------|----------------|-------------|--------|--------------------------|
| | POLO SHIRT | | | | | UNIT | MALE | KID'S |
| 1 | POLO SHIRT | | | | | UNIT | MALE | ADULT |

Example of NCM sheet

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: | | | | | | Pro-forma: Purchase Order: 700004 | | | | | 0046790 | | | |
|-----------------|----------------------------|-------------------|--------------------------------------|-------------|-----------------|-------------|--------------------------------------|-----------------------|-------------------------|--------------------|------------|--------------------------------------|-------------------|------------------------|--|
| | | | Dity: | | | 1.20 | Maker Order Type: Rev.Import. Direta | | | | | ort. Dirota | | | |
| | Data Billing | | | | | | ountry: | | | | Cond. Pay | m.: | | | |
| | | | | | | | TOCOSS: | | | | | | | | |
| | | | | | | | | ★ Data R | | alles Manalitation | | | Data Delivery | | |
| | | 61.189.288/046 | | SA | | 1.2 | NPJ: 61.189.28 | | ENTRAL Marisa I | .ojas varejistas | | 189.288/04 | 18 Navegantes Ma | nsa Lojas SA | |
| | | Registration: 256 | | | | | tate Registration | | | | | istration: 25 | | | |
| | | | 470 Km 05 S/N | | | | ddress: Rua Jar | | | | | | 470 Km 05 S/N | | |
| | | | City: Navegantes State | - 60 | | 1.1 | lity: São Paulo | ilea noiailia 42 | 2432 | | | | City: Navegantes | State: SC | |
| Article number: | | | 626476 - CAMISA FLORA | | very Week: 01 | | 0 05.10.201 | | Sector: 13 | | Purchase | | ony. Navegames | State: 55 | |
| | | B: NAVT - Navy | | | ber of packs: | | | | Subsector: 130 | 01 | TeVFAX: (| 11)2138851 | 2/(11)21388512/ | 6 | |
| | Solling | Price: 69,95 B | RL | Add | ressing: PD11 | - Parede I | P11 (Novembro) | | Category: 1300 | 1005 | Group Pu | chasing: 52 | 0 - Básicos/Jeans | Imp | |
| | Fashion Grade: MODA - Moda | | | | 11 - Parede | P11 (N | ovembro) | | Section: 13001 | 0050130 | Date of Is | sue: 05.02.2 | 018 | | |
| SKU | lto m | SKU | Description | Color | Size | Detail | Unit Measure | Order Qty | Gross Price per Unit | Not Price | % ICMS | % IPI | IPI Unit Value | Total Value of Item | |
| | 11 | 10032626636 | RSC, P | | | | PEÇ | 483,000 | 3,70 | 3,70 | 0,00 | 0,00 | 0,00 | 1.787,10 | |
| | 12 | 10032626643 | CAMISA FLORAL MC RS RSC, M | SC, 12-1310 | м | | PEÇ | 966,000 | 3,70 | 3,70 | 0,00 | 0,00 | 0,00 | 3.574,20 | |
| | 13 | 10032626650 | CAMISA FLORAL MC RS | SC, 12-1310 | G | | PEÇ | 966,000 | 3,70 | 3,70 | 0,00 | 0,00 | 0,00 | 3.574,20 | |
| | 14 | 10032626667 | CAMISA FLORAL MC RS | SC, 12-1310 | GG | | PEÇ | 483,000 | 3,70 | 3,70 | 0,00 | 0,00 | 0,00 | 1.787,10 | |
| | | Base ICMS 0,00 | ICMS Value 0.00 | | Basis ICN 0, | IS ST | | ICMS ST Value 0,00 | | | | Total Value of Goods 10.722,60 | | | |
| | | Financial 0.00 | % Disc. Inauguration 0.00 | | | e Discounts | | Total Value o | Total Value of IPI | | | Total Amount with Taxes 10.722.60 | | | |
| | Oty Go | ods Total | Oty Packs Hangerods in Box 65.000 | 1 | NCM 6205.20.00 | | | | Values in USD | | | | | | |
| | | 10032626780 | | | 02.05,25 | | | | | | | | | | |
| | Color | Detail | P N | 1 | G | GG | Total | | Rat | tio/sizebr | eakdov | wn | | | |
| | 12-13 | 10 | | | | | | | | P - Sn | nall | | | | |
| | Total | | | | | | | | | M – Me | dium | | | | |
| | + | Delivery Da | te at our warehouse | in Brazil | | | | | | G – La | | | | | |
| | | 8 | et you know delivery | | ir HUB in c | origin | | | | GG – Extra | • | | | | |
| | | Our HO add | | | | | | | | | | | | | |
| | - | OUL LIN 900 | 11 C 22 | | | | | | | | | | | | |

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)

70 mm

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 Lojas Marisa. Except for Bangladesh, which must be consigned to the Bank and notify Lojas Marisa, according to the rules of the country.

IMPORTANT: Buyers only negotiate <u>delivery date at port / forwarder warehouse</u>. 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.

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 180 days. We have a program with Santander Hong Kong, that we will increase the unit price with a negotiate interest rate, and Marisa is responsible to absorb this fee and negotiate the interest rate with Santander.

| Payment Terms | Libor | Eiv Cost | Total 260 days | TX Desc |
|---------------|----------|------------------------|----------------|-----------------------|
| Payment Terms | LIDOI | Fix Cost Total 360 day | Total 500 days | Per period - 180 days |
| 180 | 0,19625% | 2,0000% | 2,1963% | 1,10% |

*Variable rate of libor.

**LIBOR is an interest rate based on the average interest rates at which many international banks in London

lend money to one another. The official LIBOR rates are calculated daily and are variable.

It takes around 10 workdays to open it, counting the day of draft approval by suppliers. If any correction is necessary, you must request during draft's approval. Any changes requested after the draft is approved will have extra costs under beneficiary account, charged by the bank.

The import department must receive all negotiated proformas to open the LC from Marisa's purchase department. Once all Proformas are received, import department takes around 4 - 5 workdays to send the draft for approval.

To negotiate documents:

Suppliers must follow strictly all rules described on the LC, please read it carefully. Documents must be negotiated until 21 days after vessel departure, and all documents must be sent to our broker before send the negotiation to the bank. They will check and approve all documents according to the shipment, for customs clearance. If you have any doubts about these procedures, please contact the import department.

5.9 Shipment Procedures

Fifteen days before delivery date at forwarder you will need to schedule an inspection at PTS. Marisa's import team will inform you 3 days after the inspection if it is approved or not. In case it is not approved, you'll schedule a new inspection at PTS and it will be charged to you.

Marisa has a quality assurance benefit program that gives you points according to your performance and agility. Depending on your results, you may have a percentage of your PO's that are clear from doing quality inspection.

Commercial invoice and Packing list must be sent to Purchase Department and Import Department 10 days before delivery date at forwarder. After you get the shipment authorization, you must immediately contact the forwarder to proceed with the booking to release the goods to the warehouse. If it is 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 <u>3% more or 5% less</u> the quantity by <u>color by size</u> described on Purchase Orders, *but this difference must be informed at Commercial Invoice and Packing List to the purchase department and import department*. We do not accept broken breakdowns. ONLY COMPLETE BREAKDOWNS CAN BE DELIVERED.

IMPORTANT: You must guarantee that your Commercial Invoice and Packing List are the final docs and the quantities and price will not change for any reason. You must make the quality inspection before sending us the final documents. Quantities and prices cannot change after we issue the IL and shipment authorization, penalties

Allowed Ports:

| Country | Port |
|------------|-------------|
| India | Nhava Sheva |
| China | Shanghai |
| China | Yantian |
| China | Xiamen |
| China | Qingdao |
| Bangladesh | Chittagong |
| Bangladesh | Chattogram |
| Indonesia | Jakarta |

* In case you need to ship from a different port, please contact the Import department and they will instruct you about it.

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 is going to be delayed, inform the buyer and import department previously. Do not ship anything without previous authorization or penalties may be applied.

Final information must be the 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 changes on the final documents once the shipment has already happened. If you send to the bank different docs from the previously approved, Import department will refuse the discrepancies 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. Also, 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.

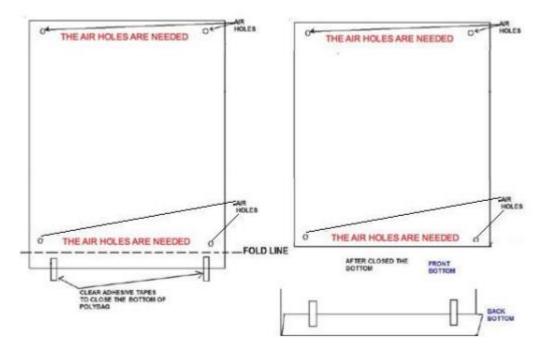
IMPORTANT: Commercial Invoice and Packing list breakdown must follow buyer's purchase order and must be sent to Brazil 10 days before delivery date. Documents delayed and incorrect may cause orders cancelation. Net weight is just the weight of piece without tags, hangers or plastic bags, we will follow 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.** 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. <u>BREAKDOWN</u>

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:

| Color | Size S/36 | Size M/38 | | | Total |
|-------|--------------|--------------|---|---|-------|
| Black | 2 | 4 | 4 | 2 | 12 |

Second Example:

| Color | Size S/36 | Size M/38 | Size L/40 | Size XL/42 | Total |
|-------|--------------|--------------|--------------|---------------|-------|
| Black | 1 | 2 | 2 | 1 | 6 |

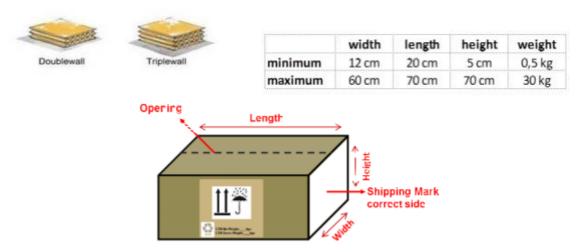
For this breakdown, **each piece must be packed individually**. Then, **an inner carton must pack all these 12 or 06 pieces**, according to these 4 sizes and 1 color. The same size and color ratio must be respected.

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 gross weight limit 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 have informed bellow:

Box Specification



Example master carton with inner carton inside:



Inner carton/pack 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,

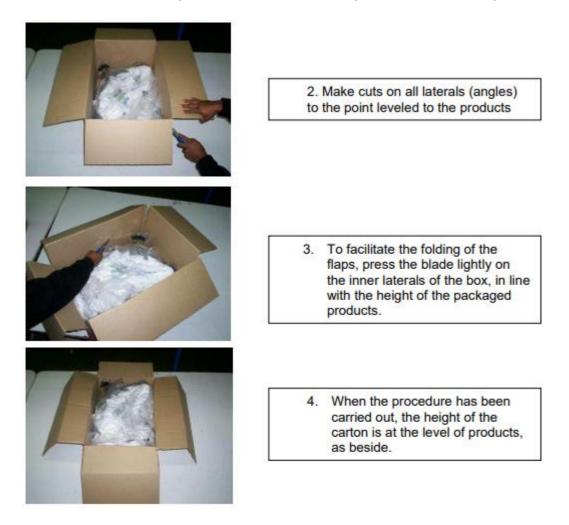
fitting only one breakdown.

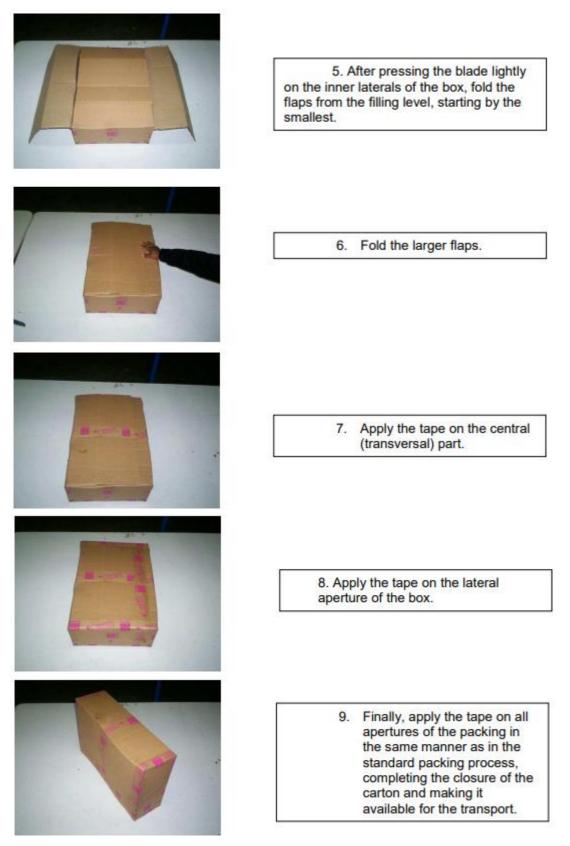
It refers to cases of packings larger than necessary for the packing of the products requiring removal of the empty space of the cartons:



 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.





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:



6.5 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.



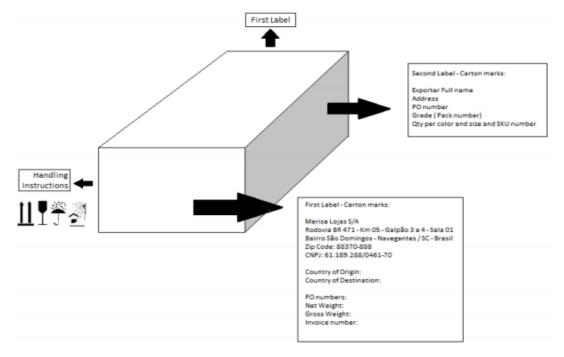
Also, it's necessary to fill the information about carton's net and gross weights (in kilos). Recyclable symbol must be used when applicable.



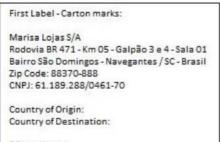
When a product has metal parts as buckles, buttons, chains and others that can oxidize, these parts must be paper involved to protect them.

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:



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

This box handling mark is a must.



Não pode ser tombada This side up, handle with care

This box handling mark is a must.

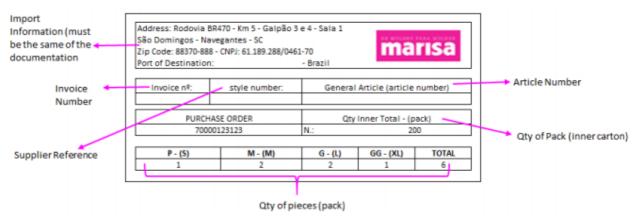


Proteger do calor excessivo

This box handling mark is a must.

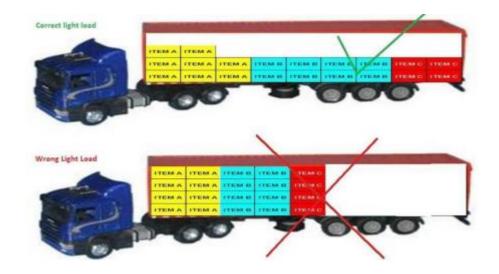
6.6 Model of inner carton marks for Packing

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



6.7 Loading Procedures

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



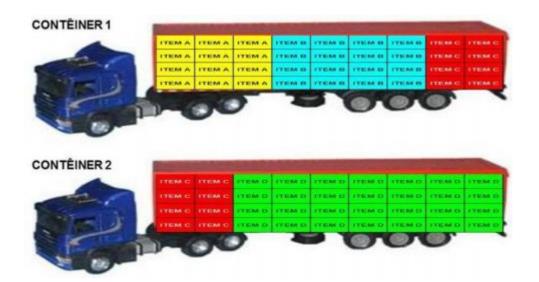
In case of factory load follow the example bellow:



In case of multiples styles and containers, the loading must be in sequence. The last style loaded in container #1, must be the first to be loaded in container #2.

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.



7 ATTACHMENTS

7.1 Supplier's Record

COMPANY'S DATA

| 1 | Corporate Name (NO ABBREVIATION ALLOWED) / RAZÃO SOCIAL (SEI | M ABREVIAÇÃO) |
|----|---|---|
| | | |
| 2 | TRADING NAME / NOME FANTASIA | 3 DATE OF CONSTITUTION/ DATA DE CONSTITUIÇÃO |
| | | |
| 4 | Country/País | 5 TOTAL NUMBER OF EMPLOYEES/ NÚMERO TOTAL DE FUNCIONÁRIOS |
| 6 | HEADQUARTER'S ADDRESS / ENDEREÇO DA SEDE SOCIAL | |
| 7 | DISTRICT - NEIGHBOURHOOD /BAIRRO 8 | TY/CIDADE |
| 9 | STATE/UF 10 Zit | P CODE/CEP |
| 11 | Showroom address / Endereço do showroom | |
| 12 | CORPORATE TAXPAYER REGISTRY - TAX REGISTRATION NUMBER / CNPJ | |
| 13 | State enrollment / inscrição estadual | |
| 14 | Entrepreneurial Enrollment Identification / Id. de Reg. Empresarial | .(NIRE) |
| 15 | WILL YOU SUPPLY THROUGH YOUR OWN FACTORIES OR THROUGH OUTSOURCE | D FACTORIES? |

de mulher para mulher Marisa

Proprietor's data

| 16 FULL NAME OF THE PROPRIETOR / OWNER (| CEO OR LEGAL RE | PRESENTAT | TIVE) – NOME DO PROPRIETÁRIO |
|--|----------------------|-----------|---|
| 17 ID NUMBER | | | |
| 18 GENDER/GÊNERO 19 BIRTH DATE/DATA D NASCIMENTO | E 20 / | | TY/NACIONALIDAD |
| 21 COMPLETE ADDRESS OF THE PROPRIET REPRESENTANTE LEGAL | COR/ OWNER (CE | O OR LEG | GAL REPRESENTATIVE) – ENDEREÇO DO PROPRIETÁRIO/ |
| <i>Country/país</i> | | | City/cidade |
| State / UF | ZIP Co CEI | DE/ | PHONE NUMBER / TELEFONE |
| E-MAIL | SIN | ĊĊĔ | Main Function / Current title - |
| 22 OTHERS – NAME OF THE MANAGER / OUTROS | S – NOME DO DIRE | TOR | |
| E-MAIL | SINC | | Main Function / Current Title - |
| OTHERS – NAME OF THE MANAGER / OUTROS – NOM | <i>ME DO DIRETOR</i> | | |
| E-MAIL | SINC | | Main Function / Current Title - |

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) |
|-------------------------|--------------------------------------|--|--------------------------------|---------------------------------------|----------------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

| AAIN ECONOMIC ACTIVITY/ PRINCIPAL ATIVIDADE ECONÔMICA |
|---|
| TOTAL CAPACTITY OF PRODUCTION PER MONTH (PIECES) |
| |
| |
| |
| |
| |

| 04 | WHAT DOES THE (| COMPANY DO INTERNALLY? | | |
|-----------|-----------------|------------------------|------------|-----------|
| □Printing | | | Embroidery | □Spinning |
| □Weaving | | □Finishing | □ Dyeing | |

7.2 Proforma Invoice Model



| | | | | | PROFORMA INVO | ICE | | | | | | | | |
|--|--|-----------------|---------------------------------|---------|---|--|----------------------|-------------------------------|------------|---------|--------------------------|--|-----------|-------------|
| EXPOR | TER NAME: | | | | | IMPORT | ER / CON | SIGNED | NAME: | | | | | |
| NAME ADDRE CITY COUNT ZIP CO | RY | | | | | R O D O VI B A IR R O Z IP C O D | | 1 KM 05 - M INGOS - 888 | | | - SALA 01 S / SC - BR | ASIL | | |
| In v o i c e | number#: | | | | GTX - 1458FF | Date: | | | | | [| 15/12/2 | 015 | |
| Paymer Portof Portof | ¹ D ⁷ ate at Logistic Op ht Terms: Origin: Destination: ode / Incoterm (20 | | SE | A | 15/01/2018 100% LC 90 DAYS SHANGHAI-CHINA ITAPOÁ-BRAZIL FOB | MANUFA Address: Zip code: City: Country: | | NAME: | | | | | | |
| O Num | beGeneral 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 | Tota | IAmount |
| 7 E + 0 9 | 1234567891011 | C a m ila | - | 12345 | BLUSA FEMININA ADULTO - 100% ALGODÃO - MANGAS LONGAS - SEM FORRO - TECIDO PLANO | \$402.250 | 0 0,300K g | 1,60 m 3 | WHITE | Р | 100 | USD 2,50 | USD | 250,00 |
| | | | | | | | | | WHITE | м | 100 | USD 2,50 | USD | 250,00 |
| | | | | | | | | | WHITE | G | 100 | USD 2,50 | USD | 250,00 |
| | | | | | | | | | WHITE | G G | 100 | USD 2,50 | USD | 250,00 |
| | | | | | | | | | BLACK | Р | 100 | USD 2,50 | USD | 250,00 |
| | | | | | | | | | BLACK | м | 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 |
| T o ta l | Gross Weigth Net Weigth Es CBM estimate | tim ated: d: | 500,0 300,0 30,00 | 0 K g | | | T | OTAL | | | 7200 |] | USD | 18.000,00 |
| | BANK INFOR | MATION | |] | | | | | | | | | | |
| Benefi Benefi | ciary: ciary Address: | | | | | - | | | 1. Insura | nce M | Oth Iarisa′s res | erterms: ponsability | | |
| | ng Bank: | | | | |] | | | | | | 5% less allo | wed | |
| Adv. B SW IF T | ank address: code: | | | | | | | | | | | vill be paid b I fee must be | | |
| A c c o u | ntNumber: | | | | | } | | | 6. Interna | tio n a | tional Bank | d only again Fees by sup w the delivey | plier´s i | responsabil |

Supplier signature

Marisa Signature



7.3 Packing List Model

| | | | PA | CK | < II | V G | L | IS | Т | | | | | | | | 1 |
|--|----------------------|---------------------|--------------|-------|------|-------|-----|---------------------------------|--------------------------------|--|-----------------|-----------------|---------|-------------|----------------|----------------|-----------|
| EXPORTER NAME: | | | | | | | | | | IMPORT | ERNAME | : | | | | | |
| NOME XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX | | | x x x | | | | | | | MAR ISA 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 | /2 0 1 5 | | |
| Production Date: Payment Terms: Port of Origin: | ×××× ×××× ×××× | | | | | | | MANUFA Address: Zip code: | CTURER | NAME: | | | | | - | | |
| Port of Destination: Ship Mode / Incoter Proforma Number | | SEA | xxxx | | | | | | zip code: City: Country: | | | | | | | | |
| PO Number: | General Article | DESCRIPTION OF | FCOLOR | | 38 | 40 | 42 | 44 | 46 | QUANTIT Y PIECE | QUANTIT Y OF | QUANTIT Y OF | UNIT | UNIT | TO TAL NET | TOTAL | Mea s. |
| | | GOODS | | хs | S /P | м / м | L/G | L/G (| хxı | FOR | INNER | CARTON | (PIECE) | S (PIECE | W EIGHT FOR | W EIGHT FOR | (СВ |
| 7000085745 | 1234567891011 | BLUSA FEMININA ADUL | Branco/Preto | | 62 | 45 | 65 | 49 | | 221 | 0 | 15 | 0,560 | 0,800 | 123,76 | 176,8 | 12 |
| 7000085745 | 1234567891011 | BLUSA FEMININA ADUL | Branco/Preto | | 52 | 38 | 39 | 28 | | 157 | 0 | 8 | 0,560 | 0,800 | 87,92 | 125,6 | 3,5 |
| 7000085745 | 1234567891011 | BLUSA FEMININA ADUL | Branco/Preto | | | 62 | 49 | 59 | | 208 | 0 | 7 | 0,560 | 0,800 | 116,48 | 166,4 | 2,5 |
| 7000085745 | 1234567891011 | BLUSA FEMININA ADUL | Branco/Preto | | 48 | 55 | 47 | 64 | | 214 | 0 | 18 | 0,560 | 0,800 | 119,84 | 171,2 | 15 |
| | | | | | | | | | _ | 0 | 0 | | | | 0 | 0 | — |
| | | | | | | | | | | 0 | 0 | | | | 0 | 0 | — |
| | вохм | EASUREMENT | | | | 1 | | | | TOTAL C | FCARTO | N | | | | 48 | 1 |
| LENGHT | WIDTH | H E IG H T | Quantity of | carto | on | | | | | TOTAL | UANTITY | (PIECE) | | | | 800 | |
| 12 cm | 24 cm | 32 cm | 48 carto | ns | | | | | | TOTAL | ROSS KO | 3: | | | | 640,00 | |
| | | | | | | 1 | | | | TOTAL N | IET KG: | | | | | 448,00 | |
| | | | | | | 1 | | | | TOTAL N | IEASURE | MENT: | | | | 33.000 | i |



7.4 Commercial Invoice Model

| | COMMERCIAL INVOICE | | | | | | | | | | | | | | | |
|--|--------------------|-----------|-------------------------------------|--------|--------------------|---|--|---|--------------------|---|------------|--------------|---------------|-----------|-------------|--|
| EXPORTER NAME: | | | | | | | | IM PORTER / CONSIGNED NAME: | | | | | | | | |
| NAME ADDRESS CITY COUNTRY ZIP CODE | | | | | | | | M A RISA LO JAS S.A M A RISA LO JAS S.A R O D O VIA BR 470-1 K M 05 - GALPÃO 3 E 4 - SALA 01 B AIRRO : SÃO D O MINGO S - NAVEGANTES / SC - BRASIL ZIP. G O D E : 88370-888 C N P J : 61 .189.288/0461-70 | | | | | | | | |
| Invoice n | umber#: | TX - 1 | 458F | LC n.: | H 1 2 3 4 5 6 | Date: | | | | | 15/12/2015 | | | | | |
| | ate at Logistic Op | | | | | | M AN U FACTURER NAME: | | | | | | | | | |
| Payment Terms: Port of Origin: Port of Destination: Ship Mode / Incoterm (2010): Proforma Number | | | SHANGHAI - CHINA ITAPOÁ - BRAZIL | | | | Address: Zip code: C ity: C ountry: | | | | | | | | | |
| | | | Family | | Descriptio | n of goods (Sleeve information,- Lining | | Net | CBM - | | | Quantity | | | | |
| O Numbe | General Article | Buyer | (only for Lingerie | | In for com posi | mation (full / parcial / Without) and tion , Woven or knit, Female, Male and | N C M | Weight- KG | m 3 (for piece) | COLOR | Size | in pieces | Unit Price | Total | Amount | |
| 7 E + 0 9 | 1234567891011 | C am ila | - | 12345 | | EMININA ADULTO - 100% ALGODÃO - MANGAS ONGAS - SEM FORRO - TECIDO PLANO | 8402.2500 | 0,300Kg | 1,60 m 3 | WHITE | Ρ | 100 | USD 2,50 | USD | 250,00 | |
| | | | | | | | | | | WHITE | м | 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 | Ρ | 100 | USD 2,50 | USD | 250,00 | |
| | | | | | | | | | | BLACK | м | 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 | |
| • | | | 0,00Kg | | | | | | | | | | | | | |
| Total Net Weigth: 130 | | 00,00Kg | | | | | TOTAL | | | | | | USD | 12.000,00 | | |
| Total CBM: 15 | | 0,75 m 3 | | | | | | | | | | | | | | |
| Total Cartons: 30 | | 0 boxes | | | | | | | | | | | | | | |
| Totalo | finner carto | 150 |)0 packs | | | | | | | | | | | | | |
| Carton | Master Dim | 50 cm x 4 | 40 cm x 20 | c m | | | | | | | | | | | | |
| | BANK INFOR | MATION | | | | | | | | | | | | | | |
| Benefici | arv: | | | | | | 1 | | | therterm | | ariea'e rou | none a bility | | | |
| Beneficiary Address: | | | 1 | | | | | Insurance Marisa's responsability Quantity 3% more and 5% less allowed | | | | | | | | |
| Advising Bank: | | | | | | | | | | 3. Quality inspection fee will be paid by Marisa (with ex | | | | | a (with exc | |
| Adv. Bank address: | | | | | | | | 4. If needed, re-inspection fee m ust be supplier's respon | | | | | | | | |
| SW IFT code: | | | | | | | | 5. Partial shipment allowed only against previous authori | | | | | | | | |
| Account Number: | | | | | | | | 6. International Bank Fees by supplier's responsa | | | | | | | responsabi | |
| | | | | | | | | 7. The supplier must follow the delivey date in accordance | | | | | | | | |
| | | | | | | | | | | | | | | | | |

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: _ _____

