



THE HIBBETT PLAN

VENDOR COMPLIANCE MANUAL
(Effective January 24, 2020)

OVERVIEW OF REVISIONS

JANUARY 2020

SECTION	PAGE	DESCRIPTION
Vendor Letter	Introduction	Update
Table of Contents	1	Update
Advanced Ship Notice Requirements	9	Update
GS1-128 Label Placement	16	Update
Hibbett Expense Offset Fees	24	Update
Vendor Hiring Policy	30	Update
Terms of Purchase Agreement	34	Invoice Submission Deadline in ¶ 11; Warranty in ¶ 15; Insurance Requirements re: High-Risk Vendors in ¶ 19; Vendor Obligation to Reimburse Hibbett for Legal and Other Costs in ¶ 20; Eliminated Anticipation Discount for Early Payment of Invoices, formerly ¶ 22.

Dear Vendor:

The trading partner relationship we share with you is a very important part of our business at Hibbett Wholesale, Inc. ("Hibbett"). As Hibbett's business grows, we are committing investments in our future. These investments have included the opening of a new Wholesale and Logistics Facility in Alabaster, Alabama during the spring of 2014. This facility has improved service to our stores and ensured our mutual customers have product in a timely manner.

With the increasing costs associated with supply chain inefficiencies, it has become critical that we partner with those vendors committed to providing retailers with enhanced service levels. Attached you will find our updated Vendor Compliance Manual as of **January 24, 2020**, EDI Trading Partnership Policy and Expense Offset fees. To download a printable copy of this document and all mapping and technical specifications, go to www.hibbett.com/edi.

- **THESE INSTRUCTIONS CANCEL AND SUPERSEDE ALL PREVIOUSLY ISSUED INSTRUCTIONS.**
- **FAILURE TO COMPLY WITH THE GUIDELINES OUTLINED IN THIS MANUAL WILL RESULT IN EXPENSE OFFSETS, WHICH WILL BE COLLECTED IN THE FORM OF CHECK DEDUCTIONS.**

We know not all of our vendors are trading EDI documents with us, and we strongly urge for all to become EDI compliant. If you are currently doing business with Hibbett, Hibbett Sporting Goods, Inc. ("HSGI") and/or any related entities, subsidiaries or parent companies of Hibbett or HSGI, but not as an EDI Certified Trading Partner, the appropriate buyer will contact you once he/she deems it necessary for you to become an EDI or Non-EDI trading partner. See following page for contacts if you have a specific question.

It is important the attached Vendor Compliance Manual is shared with the appropriate people in your company. Please ensure the manual is reviewed with clear understanding of expected business conduct with Hibbett and all affiliated and subsidiary companies. We appreciate your business partnership.

Sincerely,



Jared Briskin
Senior Vice President and
Chief Merchant

CC: Michael E. Longo, CEO & President
Scott Humphrey, Interim CFO
David Benck, VP & General Counsel
Rolanda Waddell, VP and Chief Accounting Officer
Michael McAbee, VP of Merchandise Operations and Supply Chain
Varetta Banks, VP/GMM, Footwear
Lauren Portera, VP/GMM, Apparel & Team Sports
Antonio Lago, VP, Logistics
Wanda Duvel, Director of Logistics
Tommy Schifanella, Controller
JoAnn Kitchen, Accounts Payable Supervisor
Clete Stricklin, Senior Solutions Analyst
Will Balian, Director Merchandise Operations
Jarrod Lummus, Senior EDI Coordinator
Buyers

FOR QUESTIONS REGARDING:	CONTACT / WEBSITE:	PHONE / E-MAIL ADDRESS:
ADVERTISING ALLOWANCES	SARAH SHARP-WANGAARD	205-942-4292 / sarah.sharp@hibbett.com
COST PRICE DIFFERENCES	BUYER	205-942-4292
EDI STARTUP – 810 INVOICE	EDI DEPT	205-942-4292 / edi@hibbett.com
EDI STARTUP – 850 PO	EDI DEPT	205-942-4292 / edi@hibbett.com
EDI STARTUP – 856 ASN	EDI DEPT	205-942-4292 / edi@hibbett.com
EDI TECHNICAL HELP	EDI DEPT	205-942-4292 / edi@hibbett.com
EDI TECHNICAL SPECIFICATIONS	EDI DEPT www.hibbett.com/edi/	205-942-4292 / edi@hibbett.com
FREIGHT QUESTIONS	TRAFFIC DEPT	205-942-4292 / trafficdept@hibbett.com
INVOICE PAYMENTS – LATE	ACCOUNTS PAYABLE	EMAIL ap@hibbett.com
INVOICE PAYMENTS – SHORT	ACCOUNTS PAYABLE	EMAIL ap@hibbett.com
INVOICE PAYMENTS – COST ISSUES	BUYER	205-942-4292
PREFERRED EDI SOLUTION (for vendors who require 3 rd party services)	DICENTRAL www.dicentral.com	281-480-1121 / support@dicentral.com
852 SALES DATA	EDIFICE Attn: Sales Dept www.edificeinfo.com	973-616-2929
PRICE TICKETS	EDI DEPT BUYER	205-942-4292 / edi@hibbett.com
PURCHASE ORDERS	BUYER	205-942-4292
GXS for UPC CATALOG ONLY	GXS	800- 334-2255
RETURN TO VENDOR (DEDUCTION)	ACCOUNTS PAYABLE	EMAIL ap@hibbett.com
ROUTING AND TRANSPORATION	TRAFFIC DEPT	205-942-4292 / trafficdept@hibbett.com
TICKETING NEEDS	FINELINE TECHNOLOGIES www.finelinetech.com	800-500-8687 / support@finelinetech.com
VENDOR COMPLIANCE MANUAL	EDI DEPT www.hibbett.com/edi	205-942-4292 / vendorviolations@hibbett.com
VENDOR VIOLATIONS	VENDOR COMPLIANCE www.hibbett.com/edi	205-942-4292 / vendorviolations@hibbett.com
INSURANCE OBLIGATIONS	LEGAL DEPT	205-942-4292 / legalnotices@hibbett.com
INDEMNIFICATION OBLIGATIONS	LEGAL DEPT	205-942-4292 / legalnotices@hibbett.com
NEW STORE ADDRESS INFO	HIBBETT EDI WEB PORTAL www.hibbett.com/edi	205-942-4292/ edi@hibbett.com

CALIFORNIA PROPOSITION 65	VENDOR COMPLIANCE www.hibbett.com/edi	legalnotices@hibbett.com
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INTRODUCTION

THESE INSTRUCTIONS CANCEL AND SUPERSEDE ALL PREVIOUSLY ISSUED INSTRUCTIONS (INCLUDING ALL PREVIOUS VERSIONS OF THIS VENDOR COMPLIANCE MANUAL).

HOW TO USE THIS MANUAL

This manual is intended as an overview of Hibbett merchandise technology, electronic commerce, distribution and accounts payable policies. This manual includes the details of what each Vendor must do in order to provide merchandise and be approved as a Vendor.

This document should be distributed to the appropriate individuals within your organization. Please make as many copies as needed or download @ www.hibbett.com/edi/.

ETHICAL BUSINESS PRACTICES

Hibbett is committed to operating our business with the highest level of integrity and ethical standards. If an improper practice or irregularity occurs, Hibbett will undertake any necessary corrective action, take appropriate steps to prevent recurrence and make any necessary disclosure of the improper practices or irregularities to the appropriate governmental authorities. Violations may be reported in any of several ways including:

- Call the Hibbett Ethics and Compliance Hotline at 1-877 888-0002
- Contact Hibbett management at 205-942-4292 (2700 Milan Court Birmingham, AL 35211)
 - Harvey Knighten, Vice President of Human Resources harvey.knighten@hibbett.com
 - Scott Humphrey, Interim Chief Financial Officer scott.humphrey@hibbett.com
- Contact Hibbett's legal counsel at 205-942-4292 (2700 Milan Court Birmingham, AL 35211):
 - David Benck, Vice President and General Counsel david.benck@hibbett.com
- Write to Hibbett's Audit Committee Chairman in care of Investor Relations Department, 2700 Milan Court Birmingham, AL 35211

All reports of possible violations will be held in the strictest possible confidence. E-mail and U.S. mail addressed to the above individuals will also be handled to protect privacy, to the extent practical and in compliance with Hibbett's legal obligations.

COMPANY STRATEGY

Hibbett has made a total commitment to industry-wide technologies that utilize Electronic Commerce, including Universal Product Code (UPC), Electronic Data Interchange (EDI) and internet technologies. Through the use of this technology, our vendors and our retail divisions will realize speed in processing, improved accuracy of data, significant sales increases, cost reductions, stock turn increases and mutual profitability.

ALL EDI CERTIFIED VENDORS MUST BE COMPLIANT IN THE FOLLOWING AREAS:

- ✓ Provide Hibbett with a timely and accurate electronic UPC catalog through GXS.
- ✓ Mark all Apparel, Headwear and Hardgoods merchandise with Hibbett approved quality vendor generated tickets including Hibbett retail and UPC (barcode and human readable). Footwear should be labeled with UPC (barcode and human readable) only. All merchandise should be labeled in compliance with all applicable laws.
- ✓ Receive EDI Purchase Orders (850) and return a Functional Acknowledgement report (997) within 24 hours.
- ✓ **Transmit a timely and accurate EDI Advance Ship Notice (856) to Hibbett** with corresponding GS1-128 (Formerly UCC-128) carton labels and verify a Functional Acknowledgement (997).
- ✓ Transmit Hibbett EDI Invoices (810) by shipment, each with a unique Invoice Number and verify a Functional Acknowledgement (997).
- ✓ Poly bag each apparel item on all shipments. Hibbett does not require the use of hangers.
- ✓ Pack all merchandise according to Hibbett's packing instructions as determined by the EDI PO (850) (i.e. pack by store/ship to logistics facility, bulk or musical size run prepacks) and Hibbett carton requirements.
 - **PREPACK** – is a musical size run containing a specific number of items or a specific assortment of color/sizes of a product. Each carton **must** contain the same items & same quantities.
 - **PACK BY STORE (PSST)** – *PACKED SEPARATELY SHIPPED TOGETHER* also known as “Mark for Store”. Cartons consist of multiple color/sizes for various quantities marked and labeled for specific store locations. Each carton does not have to be consistent but **must** be marked for the appropriate selling locations.
 - For a complete list of Hibbett store locations and addresses please visit the website at www.hibbett.com/edi.
 - If a new store address is not available online contact the Hibbett EDI department for instructions at edi@hibbett.com
 - **BULK** – like items are packed together- **one** UPC per carton and in solids (i.e. only Smalls or only Mediums, etc.). Cartons **cannot** consist of multiple UPC's.
- ✓ Follow Hibbett's Wholesale Transportation Requirements and Routing Guide, requesting routing instructions for each shipment.
- ✓ Ship all Purchase Orders a minimum of 80% complete on the initial shipment unless written authorization is received from the buyer.

ELECTRONIC COMMERCE

EDI (ELECTRONIC DATA INTERCHANGE) CERTIFICATION

EDI CERTIFICATION REQUIRES COMPLIANCE IN THE FOLLOWING AREAS:

- ✓ PURCHASE ORDER (850)
- ✓ ADVANCED SHIP NOTICE (856)
- ✓ INVOICE (810)
- ✓ GS1-128 (FORMERLY UCC-128) LABEL
- ✓ RETAIL PRICE TICKET TO INCLUDE BOTH HUMAN READABLE AND UPC BARCODE
- ✓ UPC CATALOG PROVIDED
- ✓ 997 FUNCTIONAL ACKNOWLEDGEMENT
- ✓ 852 SALES ACTIVITY DATA THROUGH EDIFICE

For a copy of the Hibbett mapping specifications, visit the Hibbett EDI website @ www.hibbett.com/edi/.

EDI DOCUMENTS

It is Hibbett's intention to eliminate all paper media by trading business documents electronically. Hibbett is committed to the use of Electronic Data Interchange (EDI) for the purpose of exchanging electronic documents. All EDI documents must be created following the current VICS Industry Standard Guidelines Version 4010.

Hibbett can **RECEIVE** the following EDI documents:

- **810 INVOICE**
- **856 ADVANCE SHIP NOTICE**
- **997 FUNCTIONAL ACKNOWLEDGEMENT**

Hibbett can **SEND** the following EDI documents:

- **850 OUTBOUND PURCHASE ORDER** including BULK & RELEASE, STAND ALONE, MUSICAL PREPACKS , AUTO REPLENISHMENT and DIRECT TO STORE (Optional)
- **852 SALES DATA** through EDIFICE
- **997 FUNCTIONAL ACKNOWLEDGEMENT**

EDI IMPLEMENTATION PROGRAM

IN ORDER TO BECOME A CERTIFIED EDI TRADING PARTNER WITH HIBBETT, THE TRADING PARTNER IS REQUIRED TO SUCCESSFULLY COMPLETE THE FOLLOWING CRITERIA:

- ✓ Contact the Hibbett EDI department following the Buyer's request to begin testing. Shipment deadlines must be communicated at this time. Hibbett EDI testing and certification is managed by DiCentral (support@dicentral.com).
- ✓ Schedule a conference call with the EDI Department to discuss testing and questions with EDI such as SDQ / SLN segments, labels, packing, logistics and invoices. It is suggested that a vendor representative from the following departments be present: EDI, Third Party EDI (if applicable), Distribution, Logistics, Customer Service and Sales.
- ✓ Hibbett EDI testing and certification is performed as a managed service by DiCentral, our preferred 3rd party EDI solution. EDI Testing will begin only per the Hibbett Buyer's request. The Hibbett EDI Group or Buyer will send the vendor an "EDI Partnership Setup Form" requesting key information. This information will be forwarded to DiCentral, who will contact the vendor and arrange a testing schedule. Often the Hibbett EDI group will hold a conference call with the vendor **before and after** the testing process with DiCentral.
- ✓ Submit a sample GS1-128 (formerly UCC-128) label and price ticket (including Hibbett retail price (except on Footwear) and both human-readable and UPC barcode) to the EDI Department for approval.
- ✓ Receive an approval e-mail from the EDI Department for finalizing and approving all tests / samples submitted.

After testing is complete, the Buyer will begin submitting live Purchase orders to be ticketed, packed, shipped and invoiced by the vendor. At that time, the vendor is **REQUIRED TO BE 100% compliant** and responsible for any applicable vendor violations and corresponding expense offset fees listed in this manual.

SPECIAL NOTES:

IF YOUR COMPANY HAS NOT IMPLEMENTED AN IN-HOUSE EDI SYSTEM AND NEEDS THIRD PARTY ASSISTANCE, PLEASE CONTACT HIBBETT'S PREFERRED EDI SOLUTION- DICENTRAL- AT 281-480-1121.

ADVANCED SHIP NOTICE REQUIREMENTS

Merchandise will move through the Hibbett Wholesale and Logistics Facility (“Logistics Facility”) directly from the inbound truck via a sortation / conveyor system (AKA cross-dock) on to the destination store delivery truck. **This is possible only when merchandise is 100% pre-ticketed and shipments are consistently accurate.**

1. Before sending an ASN (856) to Hibbett, the vendor must first complete the Hibbett EDI Implementation Program. Testing will not begin until a vendor is providing 100% pre-ticketed (Hibbett retail / UPC barcode) shipments and a UPC catalog through Opentext (formerly GXS).
2. The ASN (856) must be sent to Hibbett immediately on or before the release of the shipment to the carrier.
3. Any system issue that prevents timely transmission of an ASN (856) to Hibbett must be reported to the Hibbett EDI Department immediately at edi@hibbett.com.
4. If the product is shipped to Hibbett without the ASN (856), the vendor will receive a non-compliance chargeback, or the shipment may be refused
5. All EDI shipments to the Logistics Facility require a routing request for the EXACT number of cartons in the shipment and a corresponding ASN.
6. The ASN must be an accurate representation of each shipment (i.e. carton count, cube and weight). Each carton should contain merchandise for only one purchase order and one store destination. A vendor offset expense will apply for failure to comply.
7. Hibbett requires an ASN (856) with item level information, reported in each’s, for every carton shipped (for both SDQ and SLN segment POs). The ASN must be an accurate representation of the shipment.

UNIT OF MEASURE = EACH = UPC = SELLING UNIT

8. Each truckload requires 1 unique Bill of Lading (BOL) transmitted in element 02 of the REF segment of the ASN with a “BM” qualifier.
9. Each ASN transmission is required to have the Hibbett Load ID# transmitted in the element 02 of the REF segment with an “AO” qualifier. (Load ID will be assigned once routing has been requested.)
10. Each ASN (856) transmission is required to have a unique BSN (shipment #) in the BEG 02 and must not be duplicated.
11. Mark for (N104) identification code on bulks and prepacks are required to reference store location 14.
 - **Prepack** – is a musical size run containing a specific number of items or a specific assortment of color/sizes etc. of a product. Each carton must contain the same items & same quantities.
 - **Bulk** – Like items are packed together- one UPC per carton and in SOLIDS (i.e. only smalls, only mediums, etc.). Cartons cannot consist of multiple UPC’s.
12. ASN’s transmitted as “Bulk” must contain one UPC per carton. A vendor offset expense will apply if not packed correctly.

13. The ASN (856) must be 100% accurate and include all requested data. **ONLY TRANSMIT ASN'S FOR THE CARTONS INCLUDED IN EACH SHIPMENT.**

A vendor offset expense will apply for failure to comply.

14. **Masterpack shipments**- a masterpack is defined as a shipping carton which contains multiple, smaller, inner cartons (see below) of the same item. A master carton cannot contain more than one type of Stock Keeping Unit (SKU). The outside of each masterpack carton must have the following information:
- The wording “**MASTERPACK**” or Master Carton
 - Vendor name
 - Hibbett Purchase Order Number
15. **Inner cartons** – contain multiple selling units of the **same** item in SOLIDS (i.e. only smalls, only mediums, etc.). An inner pack carton cannot contain more than one type of SKU (color/size). The outside of each inner pack carton must have the following:
- A GS1-128 label and corresponding ASN.
 - Each inner carton must be sealed with staples and/or tape
 - Must comply with carton size requirements (See Carton Specification section for requirements)
16. Purchase orders (850) utilizing a **Standard Case Pack** will transmit as a stand alone (SA) and contain an Item Physical Detail Segment (PO4).
- **PO401**-(Pack): The number of inner cartons, or number of each's if there are no inner cartons, per outer carton.
 - **PO414**-(Inner Pack): The number of each's per inner container.
17. The ASN (856) must be sent to Hibbett immediately on or before the release of the shipment to the carrier. Any system issue that prevents timely transmission of an ASN (856) to Hibbett must be reported to the Hibbett EDI Department immediately at edi@hibbett.com. If the product is shipped without an ASN (856), the vendor will receive a non-compliance chargeback, or the shipment may be refused.
18. Any system issue that prevents transmission of a timely ASN (856) should be reported to the Hibbett EDI Department immediately at edi@hibbett.com. If ASN (856) data is not provided for a carton/shipment prior to its arrival at our logistics facility, an expense offset will be assessed or the shipment may be refused.
19. If a new EDI system is installed or any major changes are made to your current system, the Hibbett EDI Department must be contacted for re-certification of the trading partnership, ensuring that future transmissions continue to meet Hibbett standards. Contact EDI at edi@hibbett.com to schedule.
20. Logistics Facility shipments require an ASN and must contain the following mandatory Hibbett **required segments**: TD5 (Carrier), TD1 (carton weight) and Load ID with 'AO' qualifier (assigned once routing has been requested).

SPECIAL NOTES:

HIBBETT STRONGLY RECOMMENDS THE “SCAN AND PACK” METHOD OF SHIP NOTICE (856) CREATION.

NEVER PACK MULTIPLE PURCHASE ORDERS IN THE SAME CARTON.

NEVER APPLY MORE THAN ONE GS1-128 LABEL TO A SINGLE CARTON.

EDI INVOICES

It is Hibbett's intent to utilize technology to eliminate redundant data entry as well as paper documents by effectively utilizing EDI invoices (810). It is required that a unique invoice number be transmitted for each shipment by PO.

NOTE: Direct to Store shipments should have a separate invoice number for **each** shipping location.

BEFORE SENDING AN ELECTRONIC INVOICE (810) TO HIBBETT, A VENDOR MUST FIRST BE APPROVED BY THE HIBBETT EDI DEPARTMENT TO TEST. ONCE APPROVED, THE EDI DEPARTMENT WILL CONTACT THE TRADING PARTNER TO ENROLL IN THE EDI IMPLEMENTATION PROGRAM.

1. Hibbett requests one invoice per shipment per PO. Example: 80% of merchandise ships this week, an invoice marked for store 14 (ship to store) should be transmitted with 80% of PO cost charged; the remaining 20% ships next week, a second unique invoice number marked for store 14 (ship to store) should be transmitted with the remaining 20% of PO cost.
2. All EDI invoices (810) are transmitted at the UPC / item level.

UNIT OF MEASURE = EACH = UPC = SELLING UNIT.

****NO MASTERPACK UPC's SHOULD BE TRANSMITTED IN AN 810 INVOICE FOR PREPACK (SLN SEGMENT) PO's. ONLY SKU LEVEL (color/size) UPC's ARE ALLOWED.**

3. Hibbett must receive EDI invoices within 3 business days after the merchandise is shipped. A violation will be deducted if the vendor is not in compliance with this time frame.
4. The vendor must verify receipt of functional acknowledgements (FA 997) for all invoices (810) transmitted. Contact the Hibbett EDI Department if an FA (997) is not returned.
5. **DO NOT DUPLICATE INVOICE NUMBERS WITHIN A TWO-YEAR PERIOD.** An expense offset will be assessed if this requirement is not met.
6. The "ship to" store number must be included in the N1 ST segment of the EDI invoice (810).
 - By store invoices should reference the store location that received the product
 - Consolidated invoices **must** reference location 14
7. Each shipment by PO must be invoiced with a unique invoice number.
8. Include a valid purchase order number in element 04 of the BIG segment.
9. Include UPC for items on each invoice. **Do not include UPC quantities not filled / shipped.**
10. All requested data must be transmitted as outlined in Hibbett's invoice mapping specifications. Do not transmit blank elements- these elements should be populated with zeros. Failure to provide requested data will result in an expense offset.

WHEN THE TESTING PROCESS IS COMPLETE, THE EDI DEPARTMENT WILL ISSUE AN APPROVAL EMAIL. THE VENDOR MUST CONTINUE SENDING A PAPER INVOICE ALONG WITH THE EDI INVOICE (810) FOR THE FIRST TWO (2) SHIPMENTS.

CARTON LABEL REQUIREMENTS

For EDI Compliant Vendors Only

GS1-128 (FORMERLY UCC-128) LABEL SPECIFICATIONS

1. The 20-digit carton ID printed on the GS1-128 (formerly UCC-128) label must be included in the MAN segment of the ASN (856), Each carton must have a unique carton ID number.
2. An ongoing GS1-128 (formerly UCC-128) bar code quality control program must be in place to ensure ANSI A or B (scanning with a 10 mil aperture) print quality. **USE ONLY “SMUDGE-PROOF” LABELING / INK AND HIGH QUALITY PAPER PRODUCTS. Do not use UPS OR ANY TYPE OF embossed label.**
3. The GS1-128 (formerly UCC-128) label must be created based on the GS-1 specifications. Using a 4” by 6” label format, the GS1-128 (formerly UCC-128) bar code should be 3.02” in length, 1.25” in height, with a .25” quiet zone on each side. Use only GS-1 / EAN-128, subset C bar code symbology with the narrowest bar on space width of 20 mil (+ or – 4 mil).
4. **Industry standards state GS1-128 (FORMERLY UCC-128) carton IDs should not be reused for 1 year; HIBBETT strongly recommends that GS1-128 (FORMERLY UCC-128) carton IDs never be reused.** If a GS1-128 (formerly UCC-128) carton ID is reused within a one-year period, an expense offset will be deducted from the invoice.
5. The GS1-128 (formerly UCC-128) label should be placed on the longest side leading corner of the carton. Ensure that the label is placed so that the bar code is scannable, i.e. not on a seam or wrap the corner of the carton. ****PLEASE REFERENCE LABEL PLACEMENT FOR CARTONS FOUND ON PAGE 13 OF THIS VENDOR COMPLIANCE MANUAL.**
6. Do not cover information with the GS1-128 (formerly UCC-128) label where the shipping carton is also the display carton on the selling floor.
7. Place only one GS1-128 (formerly UCC-128) barcode on the carton. Other barcodes must be removed, completely covered or defaced to render the barcode unscannable.
8. Do not apply the same barcode number to multiple cartons.
9. If a product requires multiple cartons for one selling unit / UPC code label in sets 1 of 3, 2 of 3 etc. If additional information is still needed contact the EDI Department for specific instructions regarding GS1-128 (formerly UCC-128) multi-carton label requirements.

For more information on Hibbett GS1-128 (FORMERLY UCC-128) label requirements, contact the Hibbett EDI Department.

GS1-128 (FORMERLY UCC-128) LABEL REQUIREMENTS

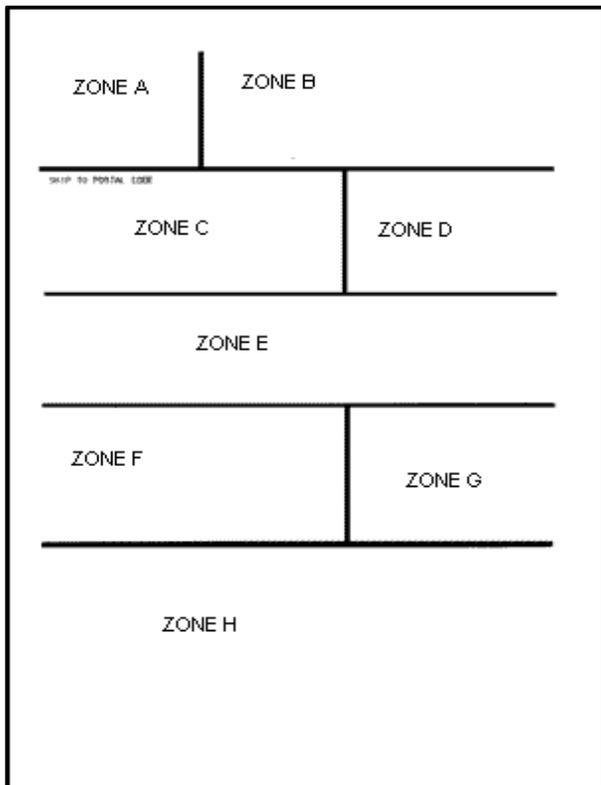
All GS1-128 (formerly UCC-128) shipping labels require the following information:

- SHIP FROM (COMPANY NAME AND ADDRESS)
- SHIP TO NAME AND ADDRESS
- PURCHASE ORDER NUMBER (6-DIGIT NUMERIC)
- MARK FOR STORE NUMBER (USE MINIMUM 30 PT. BOLD FONT)
- A UNIQUE 20-DIGIT CARTON ID AND BARCODE

ALL EDI CERTIFIED VENDORS ARE REQUIRED TO USE A COMPLIANT GS1-128 (FORMERLY UCC-128) LABEL

*** FOR NON-EDI VENDOR CARTON LABEL REQUIREMENTS SEE NON-EDI COMPLIANCE SECTION.

GS1-128 (FORMERLY UCC-128) LABEL ZONES



ZONE A – SHIP FROM NAME AND ADDRESS

ZONE B – SHIP TO NAME AND ADDRESS

ZONE C – POSTAL BARCODE

Must have qualifier 420 in parenthesis and the 5-digit zip code of ship to address. (Optional)

ZONE D – CARRIER BOL/PRO NUMBER
(Optional)

ZONE E - PURCHASE ORDER NUMBER

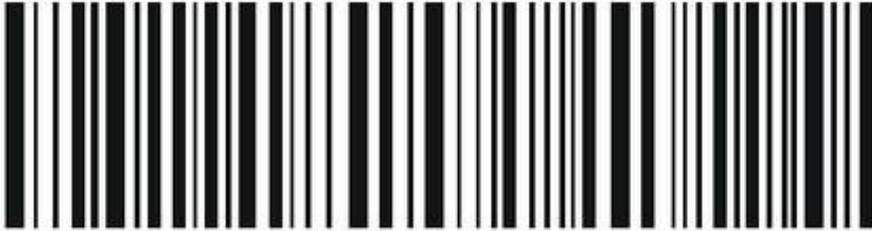
ZONE F – STORE LOCATION BARCODE.
Must have qualifier 91 in parenthesis and the numerical store location.

ZONE G – MARK FOR STORE, NAME AND NUMBER

ZONE H – UCC-128 BARCODE WITH HUMAN READABLE NUMBERS

UCC – 128 ZONE FORMAT (SSCC-18) – The above label is a **sample only**. The UCC-128 label should be created based on the Uniform Code Council guidelines. Data on label must match EDI ship notice (ASN).

SAMPLE GS1-128 (FORMERLY UCC-128) LABEL

From Vendor Name Address Line 1 Address Line 2 Address Line 3	TO HIBBETT WHOLESALE, INC. Logistics Facility Address Line 1 Logistics Facility Address Line 2	Ship to address for Hibbett Logistics Facility
(420) SHIP TO POSTAL CODE (420) 90266 	CARRIER CARR: Carrier Name PRO: 12345678901234567890123456789 B/L #: 12345678901234567890123456789	Carrier Info (optional)
PO #: 123456		Purchase order number contained in box
STORE (91) 0001 	0001	Hibbett destination store number; Max.4 digits, min. 2 digits
SSCC-18 (00) 0 0046863 000008235 7 		Barcode indicating the carton ID. This same ID number should be transmitted in the MAN segment, element 02 of the ASN (856)

SSCC BARCODE MUST HAVE 20 DIGITS INCLUDING 2 LEADING ZEROS. SHOULD HAVE symbol of Subset C function 1(ucc/ean-128).

REDUCED TO FIT PAGE- SEE #3 UNDER GS1-128 (FORMERLY UCC-128) LABEL SPECIFICATIONS FOR ACTUAL SIZE REQUIREMENTS.

This label sample can be downloaded @ www.hibbett.com/edi.

GS1-128 (FORMERLY UCC-128) LABEL PLACEMENT

LABEL PLACEMENT FOR CARTONS

BAR CODE MUST FIT WITHIN THESE RECTANGULAR DIMENSIONS

Barcode must be:

- Oriented in a "ladder" format as shown on top of carton.
- 1 inch from edge of carton

CONVEYOR

NOTE: Do not affix the GS1-128 (UCC-128) label over the taped seams of the

Apply one GS1-128 (UCC-128) label per carton. Do not apply the same barcode number to multiple cartons in a shipment. Per GS1 US (formerly Uniform Code Council) "Once assigned to a shipping container, an SSCC number shall not be used to identify another shipping container for a minimum of 12 months from the time it is shipped to a trading partner". Reference: Hibbett Vendor Compliance Manual

- The GS1-128 (formerly UCC-128) label should be placed on the longest side leading corner or top leading corner of the carton. Ensure that the label is placed so that the bar code is scannable, i.e. not on a seam or wrap the corner of the carton
- Apply one GS1-128 label per carton
- Do not apply the same barcode number to multiple cartons

CARTON SPECIFICATIONS

- All merchandise shipped to Hibbett must be packed in conveyable cartons. Do not use jiffy bags, burlap bags, mailing envelopes or plastic bags. Shipping in an invalid container will result in an expense offset.
- Follow size specifications, as follows:

	MINIMUM	MAXIMUM
LENGTH	8”	36”
WIDTH	9”	20”
HEIGHT	4”	30”
WEIGHT	2 LB.	40 LB.

METRIC	MINIMUM	MAXIMUM
LENGTH	20.32 cm	91.44 cm
WIDTH	22.86 cm	50.80 cm
HEIGHT	10.16 cm	76.2 cm
WEIGHT	.9072 kg	18.143 kg

DO NOT SHIP ANY SINGLE CARTON SMALLER THAN THE MINIMUM DIMENSIONS OR LARGER THAN THE MAXIMUM DIMENSIONS.

- Use a shipping carton that best fits the merchandise; do not over-pack or under-pack the carton. Over-packing or under-packing may render the carton non-conveyable.
- Carton strength should be sufficient to prevent crushing during transit.
- Hibbett encourages the use of “environmentally friendly” packing materials whenever possible (recyclable and / or biodegradable).
- Seal cartons with security tape. Do not place metal straps or string on cartons as they may damage the sortation equipment. Hibbett recommends using theft-deterrent tape on all cartons.
- If tape is used to secure cartons to a pallet, it should be applied in a manner that does not adversely affect the ability to scan the GS1-128 (formerly UCC-128) labels.
- Some **EXCLUSIONS** to these requirements apply to bats shipped in bundled boxes.

THE OBJECTIVE IS TO PACK ONE CARTON PER STORE AS ALLOWED BY THE CARTON SIZE REQUIREMENTS OUTLINED. FAILURE TO COMPLY WITH THESE SPECIFICATIONS WILL RESULT IN AN EXPENSE OFFSET.

NON-EDI COMPLIANCE

SHIPMENTS

- Non-EDI Compliant vendors may **ONLY** ship purchase orders as Prepack or Bulk.
 - **PREPACK** – is a musical size run containing a specific number of items or a specific assortment of color/sizes of a product. Each carton **must** contain the same items & same quantities.
 - **BULK** – like items are packed together- **one** UPC per carton and in solids (i.e. only Smalls or only Mediums, etc.). Cartons **cannot** consist of multiple UPC's.
- Routing must be requested for Non-EDI shipments (refer to Hibbett Transportation and Routing Guide Instructions)

INVOICES

- A Non-EDI vendor must send a paper invoice via mail no later than 10 business days after the merchandise is shipped.

Mail to: Hibbett Wholesale, Inc.
Attn: Accounts Payable Dept.
2700 Milan Court
Birmingham, AL 35211

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- Seal cartons with security tape. Do not place metal straps or string on cartons as they may damage the sortation equipment. Hibbett recommends using theft-deterrent tape on all cartons.
- If tape is used to secure cartons to a pallet, it should be applied in a manner that does not adversely affect the ability to read the Non-EDI shipping labels and any barcodes that may be included.
- Some **EXCLUSIONS** to these requirements apply to bats shipped in bundled boxes.

FAILURE TO COMPLY WITH THESE SPECIFICATIONS WILL RESULT IN AN EXPENSE OFFSET.

NON-EDI CARTON LABEL REQUIREMENTS

- Ship From Address (including Company Name)
- Ship To Address
- Hibbett Purchase Order Number
- Carton Content Description which include:
 - Human readable UPC
 - Barcode UPC (if possible)
 - Vendor Style Number
 - Quantity

NON-EDI CARTON LABEL SAMPLE

*Please submit a sample label to edi@hibbett.com for approval

Vendor Name	Hibbett Wholesale, Inc.
Address Line 1	Logistics Facility Address Line 1
Address Line 2	Logistics Facility Address Line 2
PO# 234567	STYLE: ABC123
	
144 PCS	

NOTE: SHIPPING LABELS PLACED ON CARTON BY SHIPPING COMPANY DOES NOT REPLACE NON-EDI CARTON LABEL.

MERCHANDISE TECHNOLOGY

UPC ASSIGNMENT AND CATALOG REQUIREMENTS

1. Assign UPC numbers at the product ID / color / size level for all Hibbett product. Once UPCs have been assigned, no modifications will be accepted. Any item modifications will result in the need for a new UPC code.
2. UPC catalog data is preferred via GXS catalog a minimum of 10 days before market.
3. A UPC catalog must include a minimum of UPC, product ID (PID), unique product description, NRF color, size codes, descriptions and the selection code.
4. Hibbett's EDI systems are not equipped to utilize pre-pack or set-pack UPCs. ****All EDI documents must be traded at the selling unit UPC level.**
5. UPC number assignment, ticketing, and the electronic catalog unless other arrangements are made with Hibbett buyer.
6. UPCs cannot be assigned by a retailer- a vendor must contact the GS-1 US (www.uc-council.org/) to be assigned a UPC company prefix.

PURCHASE ORDER VERIFICATION

1. A vendor must receive a valid purchase order at Hibbett's discretion, or Hibbett purchase spreadsheet from the Buyer. Hibbett has the ability to send EDI purchase orders (850).
2. Hibbett's purchase order terms and conditions apply to all purchases. See page 29 for Hibbett's **Terms of Purchase Agreement.**
3. Verify the accuracy of all purchase order details including ship and cancel dates, cost, payment terms, etc. Do not ship your merchandise until all discrepancies on the purchase order have been corrected through receipt of an updated purchase order.

DIRECT IMPORT SHIPMENTS VIA DIRECT SHIP CONTAINER

All merchandise direct shipped to Hibbett via direct ship container is subject to all requirements specified in this manual.

AUTO REPLENISHMENT REQUIREMENTS

Hibbett's Auto Replenishment (AR) requirements for replenished merchandise are intended to decrease the time it takes for merchandise to reach the stores, maximizing sales for Hibbett and the trading partner, and improving customer satisfaction.

To be considered for Hibbett's AR program, a vendor must:

1. Mark 100% of merchandise with UPC and the Hibbett retail price or suggested retail price if approved by the Buyer.
2. Provide a UPC catalog electronically.

3. Have merchandise available for AR to achieve a 95% or greater fill rate.
4. Have the ability to receive an EDI purchase order (850). Hibbett AR orders are transmitted with a Stand Alone "SA" PO type.
5. Send a carton level EDI Ship Notice (856) with a valid GS1-128 (formerly UCC-128) label.
6. Send an electronic invoice (810) by shipment by PO.
7. Be able to ship complete in 5 working days or less. Late orders, substitutions or incomplete orders (fill rate less than 95%) are not acceptable.
8. Jointly set goals and objectives for quick response with the Hibbett Buyer resulting in pre-agreed performance targets for sales, stock turn, gross margin and in-stock percentage while working to develop strategies to maximize return on inventory.
9. Accurately forecast future merchandise needs in conjunction with the Hibbett Buyer.
10. Vendor must provide case and inner quantity for bulk items to the Hibbett Buyer prior to item setup.

SPECIAL NOTES:

ALL REPLENISHMENT ORDERS ARE SHIP AND CANCEL. NO BACK ORDERS WILL BE ACCEPTED.

PREPACK REQUIREMENTS (MUSICAL SIZE RUNS)

1. All orders to be shipped to Hibbett as musical size run prepacks must first be approved by the Buyer.
2. Each carton **must** contain the same items & same quantities. **NO EXCEPTIONS.**
3. EDI prepack orders require additional testing and EDI certification. Prepack PO's are transmitted with SLN segments.
4. All prepack cartons must be labeled clearly with purchase order number, style number, description, color and quantity.
5. All prepack cartons must comply with the ticketing, carton size and labeling requirements covered in this manual.
6. All prepack orders should ship 100% complete in required musical size run, no substitutions or shortages will be accepted. Failure to comply will result in an expense offset or shipment refusal.

FLOOR READY TECHNOLOGY

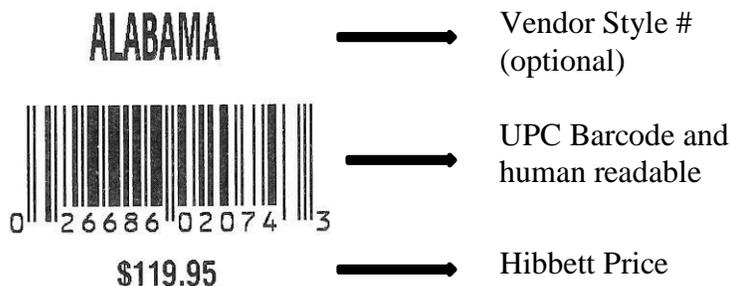
TICKETING REQUIREMENTS

1. All merchandise shipped to Hibbett must include the UPC and Hibbett retail provided by EDI PO (850) transmission. The barcode must be visible and easily accessible for scanning. **Do not place UPC tickets inside waistbands, inside packaging, etc.**
2. Each item must contain only one bar code; human readable UPC and retail reported on Hibbett 850 Purchase Order.
3. All vendors should have an ongoing UPC barcode quality control program in place that ensures print quality for scanability.
4. All vendors must not recycle UPC codes for a minimum of 4 years.
5. Create UPCs based on the GS-1 specifications. A 100% nominal "Version A" UPC format bar code should be 1.25" in length (including quiet zone), and 1.0" in height, with the narrowest bar or space width of 13 mil (+ or - 4 mil).
6. UPC tickets must be securely affixed to the merchandise. For garments use a plastic swift-attach device or sewn in label. **DO NOT loop strings around buttons or use strings attached with pins.**
7. In general, UPC tickets are affixed to the left sleeve side of most garments. For questions regarding UPC ticket placement (on garments or packages), refer to the GS-1 US website "10 Steps to Barcode Implementation". If fabric damage is a concern, the ticket should be swift attached through the sewn-in label in the neck. Contact the Buyer with further questions.
8. All caps should be ticketed with an adhesive label on the underside of the cap bill.
9. The names "Hibbett", "Hibbett Wholesale", "Hibbett Sports" or "Hibbett Sporting Goods" should not appear on the price ticket.

Contact the Hibbett EDI Department or FineLine Technologies (800-500-8687) for help with ticketing needs.

**This sample can be downloaded @ www.hibbett.com/edi/.

RETAIL PRICE TICKET SAMPLE



Ticket placement should not cover any product information. All ticket formats must be approved before use. Please e-mail edi@hibbett.com for approval.

SPECIAL NOTES: The above requirements apply for all orders unless given written authorization by the buyer.

PRESENTATION STANDARDS

ALL MERCHANDISE MUST BE RECEIVED IN A CONDITION READY FOR IMMEDIATE PLACEMENT ON THE SALES FLOOR. (HIBBETT DOES NOT REQUIRE HANGERS).

- A UPC / Hibbett retail ticket must be placed on the item so it is clearly visible to customers and sales associates.
- Ensure the size description and price are clearly visible on the retail ticket. It should be printed no smaller than an 18-point bold font.

For any questions regarding how your merchandise is presented in our stores, contact the Hibbett Buyer at (205) 942-4292.

VENDOR AUDIT PROGRAM

Hibbett uses automation and technology to rapidly move merchandise faster through the pipeline, receives merchandise using the ASN (856) and pays vendors with EDI invoices (810). Therefore, vendors must make every effort to ensure that shipments are 100% accurate. Our Vendor Audit Program randomly checks shipments received at the Logistics Facility.

1. Hibbett requires that a vendor's ASN (856) be 100% accurate and has therefore instituted a Vendor Audit Program to ensure compliance. This includes a scanned audit function that compares the UPCs contained within the carton to the corresponding ASN (856), as well as a review of the vendor's floor ready compliance. When audit results indicate errors, Hibbett can/may discontinue the use of the vendor's ASN (856) to process receipts. In addition, an expense offset will be assessed for each carton / shipment processed manually until resolution is obtained.
2. Hibbett's Logistics Department is committed to maintaining a high degree of accuracy while continuing to move merchandise to the sales floor as quickly as possible through the use of our crossdock program. This is possible only when the merchandise is 100% floor ready and the accuracy of a vendor's shipments remains consistently high.
3. The success of Hibbett's crossdock program provides benefits to the vendor by reducing the amount of time the merchandise spends in the Logistics Facility, allowing the merchandise to move to the sales floor faster.

YOUR GOAL IS 100% ACCURACY.

HIBBETT EXPENSE OFFSET FEES
(Effective January 24, 2020)

Note: Hibbett has established a policy wherein no single vendor violation will exceed 20% of the purchase order cost.

Code	Compliance Issue	Offset Expense
ASN (856)		
HA01.1	Late ASN (856)	\$5 per carton plus \$250 administration fee
HA01.2	Incorrect ASN (856)	\$10 per carton plus \$250 administration fee
HA01.3	Missing ASN (856)	\$15 per carton plus \$250 administration fee
HA02	Missing / Invalid store location	\$30 per location plus \$250 administration fee
HA03	Duplicate shipment number / Duplicate ASN	\$500 per occurrence
Warehouse/Shipping		
HW01	Merchandise shipped not ordered on PO / Unauthorized substitutions	3% of PO Cost (minimum of \$150)
HW02	Carton contents not matching ASN detail	\$10 per carton plus \$250 administration fee
HW03.1	Duplicate shipping label	\$15 per carton plus \$250 administration fee
HW03.2	Invalid shipping label	\$15 per carton plus \$250 administration fee
HW03.3	Multiple shipping labels	\$5 per carton plus \$250 administration fee
HW04	Failure to follow packing instructions as provided by the PO (850)	\$50 per carton plus \$250 administration fee
HW05	Prepack orders shipped less than 100%	\$275 per occurrence
HW06	Partial shipment (less than 80% of order)	\$500 per shipment
HW07	Missing / Incorrect placement of GS1-128 label	\$25 per carton plus \$250 administration fee
HW08	Merchandise ticketing issues	.75 per item plus \$250 administration free
HW09	Non-conveyable cartons (min 8"x9"x4" 2lb / max 36"x20"x30" 40lb)	\$25 per carton plus \$500 administration fee
HW10	Cartons intended for another retailer	\$175 per carton plus freight charges
Transportation		
HT01	Incorrect information on routing request requiring additional freight expense / Duplicate routing request	\$300 plus freight charges
HT02	Failure to follow routing instructions / Failure to meet backhaul schedule	\$500 per shipment plus freight charges
HT03	Failed to consolidate same week shipments	\$300 per shipment plus freight charges
HT04	Cartons shipped to incorrect location (store or logistics facility)	\$300 per PO per shipment plus freight/re-consignment charges
HT05	Early / Late / Invalid / Cancelled PO shipment	\$1,000 per shipment plus freight charges
HT06	Arrival of shipment without appointment/Failed to request routing	\$500 per shipment
HT07	Detention incurred at vendor / Pickup request cancelled	Detention Charge incurred plus \$250 administration fee
HT08	Missing / Incorrect information on the BOL	\$300 per shipment plus freight charges
HT09	Unauthorized reuse of a HIB Load Number	\$300 per shipment plus freight charges
HT10	Improper loading/stacking of cartons resulting in damaged cartons upon arrival or any issue requiring Hibbett to inspect, audit, open and/or rebox cartons	The greater of \$25 per carton damaged or cost of supplies, labor, and additional handling; plus an additional \$250 administration fee
Invoices		
HI01	Late / Incorrect invoices (810 or paper)	\$175 per invoice, not to exceed 20% of PO cost
HI02	Missing / Incorrect invoice cost on invoice	\$175 per invoice, not to exceed 20% of PO cost
HI03	Invoice cost and/or payment terms not listed as on PO	\$175 per invoice, not to exceed 20% of PO cost
HI04	Duplicate invoice number within a 2 year period	\$175 per invoice, not to exceed 20% of PO cost
HI05	PO not invoiced separately for each shipping location (Direct to Store shipments)	\$175 per invoice, not to exceed 20% of PO cost
HI06	Check remittance copies requested by vendor	\$175 per invoice, not to exceed 20% of PO cost
HI07	Research items 6 months or older requested by vendor	\$175 per invoice, not to exceed 20% of PO cost
HI08	EDI eligible invoices not transmitted EDI	\$175 per invoice, not to exceed 20% of PO cost

**** Repeat offenders of same violation will be subject to additional charges. Multiple violations may result in refusal or return of merchandise at vendor's expense.**

RETURN TO VENDOR (RTV)

UNAUTHORIZED SUBSTITUTIONS, INVALID ORDERS, CANCELLED ORDERS, EARLY SHIPMENTS, PAST CANCELLATION DATE SHIPMENTS, OVER SHIPMENTS AND DUPLICATE SHIPMENTS WILL BE SHIPPED BACK AT THE VENDOR'S EXPENSE.

Hibbett operates a Central Return Center (CRC). The CRC is responsible for the consolidation of most returns to vendors for all stores. Vendors will not receive returns from individual stores (when processed through the CRC), thus reducing the number of shipments per return. All defective or non-ordered merchandise will be assessed a consolidation charge of 5% of the return value, plus transportation costs by the Hibbett Accounts Payable department. Charges are assessed per shipment.

- In the event that non-ordered merchandise is not accepted by the Buyer, an expense offset will be assessed in addition to 5% of the cost value of the return plus transportation costs.
- In the event that the Buyer accepts non-ordered merchandise, an expense offset will be assessed.
- Merchandise that is deemed to be sub-standard (defective, damaged, unsaleable) will be returned to the vendor and be assessed a consolidation charge of 5% of the net return value plus transportation.
- Vendors are required to respond within 10 days to the request of a Return Authorization.
- The Buyer and the vendor will arrange seasonal and stock adjustment returns as needed.

ACCOUNTS PAYABLE REQUIREMENTS

DUE DATES

Payment due dates are based on the system receipt date, not the PO ship date.

PROOF OF DELIVERY (POD) REQUEST ON UNPAID INVOICES

Accounts Payable will request Proof of Delivery (POD) on invoices for which no record of merchandise receipt can be found. When requested, a valid POD should be emailed to our Accounts Payable Department at ap@hibbett.com within 48 hours of request.

- A valid POD is defined as a freight bill signed by a Hibbett or HSGI representative. **A bill of lading will not be accepted as a valid form of POD.** The freight bill must include the purchase order number and carton count. If there are multiple purchase orders on the shipment, the carton count must be provided by PO.

CHECK REMITTANCE COPIES

A request for check remittance copies should be made through our Accounts Payable Supervisor. An expense-offset charge will be assessed for this request.

REQUEST FOR RESEARCH

A request for items to be researched must be made through our Accounts Payable Supervisor. An expense offset will be administered for research completed on items that have aged 6 months or longer. Send request to AP@hibbett.com

DISPUTING CHECK DEDUCTIONS AND VENDOR VIOLATIONS

Formal disputes must be filed using the Hibbett Vendor Violation Dispute Form (see page 24). If a Hibbett Vendor Violation Dispute Form is not received a dispute will not be reviewed.

You should contact the Buyer for questions regarding advertising, cost price differences or markdown deductions. To dispute a vendor violation / check deduction, a Hibbett Vendor Violation Dispute Form must be filled out completely and e-mailed to vendorviolations@hibbett.com. If not able to email, please fax to (205) 912-2791. **THE VENDOR MUST CONTACT HIBBETT WITHIN 60 DAYS FROM THE DATE PAYMENT IS RECEIVED IN ORDER TO DISPUTE A DEDUCTION. IF INITIAL CONTACT TO DISPUTE A DEDUCTION IS 60+ DAYS FROM THE PAYMENT DATE, THE CHARGE WILL NOT BE CONSIDERED FOR REVERSAL.**

*****Contact Accounts Payable at ap@hibbett.com for questions regarding unpaid invoices, invoices with shortage debit memos, discount deductions, RTV proof of returns or differences on RTVs.**

SPECIAL NOTES:

ALL INQUIRIES MADE TO ACCOUNTING MUST BE EMAILED TO AP@HIBBETT.COM. PHONE CALLS WILL NOT BE ACCEPTED OR RETURNED.

HIBBETT VENDOR VIOLATION DISPUTE FORM

THE VENDOR MUST CONTACT HIBBETT WITHIN 60 DAYS FROM THE DATE PAYMENT IS RECEIVED IN ORDER TO DISPUTE A DEDUCTION. IF INITIAL CONTACT TO DISPUTE A DEDUCTION IS 60+ DAYS FROM THE PAYMENT DATE, THE CHARGE WILL NOT BE CONSIDERED FOR REVERSAL. THIS FORM MUST BE TYPED, NOT HANDWRITTEN.

DATE OF DISPUTE	
------------------------	--

PO#	
HIBBETT ASSIGNED VENDOR #	
VENDOR NAME	
VENDOR EDI VIOLATION CODE	
DATE ISSUED	
QUANTITY (CTN, SHP, INV, PCS)	
AMOUNT DEDUCTED	
VENDOR VIOLATION DESCRIPTION	

TOTAL ORDER COST (WHOLESALE)	
ASSIGNED BUYER	
CHECK DATE	
CHECK #	
DISPUTE DETAIL	

DOCUMENTATION TO FOLLOW?	YES	NO	
IF YES, VIA...	E-MAIL	FAX	US MAIL

VENDOR CONTACT NAME	
TITLE	
PHONE	
FAX	
E-MAIL	

***ALL VENDOR VIOLATION INQUIRIES SHOULD BE E-MAILED TO VENDORVIOLATIONS@HIBBETT.COM.

ACCOUNTS PAYABLE VENDOR ADDRESS FILE

The Accounts Payable Vendor Address File is maintained using the address included on the vendor's current invoices. Changes due to mergers, acquisitions, Chapter 11 filings, company closings or any changes to the remittance address must be communicated in writing on company letterhead and signed by a Senior Officer of the company. The following information must be included in the letter:

- ✓ Company name and DUNS number
- ✓ Old parent company name and new parent company name
- ✓ Previous company address and current company address
- ✓ Statement of what is taking place (i.e. merger, etc.)
- ✓ Effective date of change

The written notification for any changes in the above categories should be emailed to:

AP@HIBBETT.COM
ATTN: ACCOUNTS PAYABLE

SPECIAL NOTES:

ANY INVOICES SENT TO HIBBETT AFTER THE EFFECTIVE DATE OF THE CHANGES MUST REFLECT THE NEW INFORMATION.

PAPER INVOICES

ALL PAPER INVOICES SHOULD BE MAILED TO:

Hibbett Wholesale, Inc.
ATTN: ACCOUNTS PAYABLE
2700 Milan Court
Birmingham, AL 35211

DISCONTINUING PARALLEL INVOICING

Parallel invoicing should stop after the first two (2) shipments. At this point, the Vendor should transmit electronic invoices (810) only.

MISCELLANEOUS POLICIES

VENDOR HIRING POLICY

Hibbett, HSGI and any related entities, subsidiaries or parent companies of Hibbett or HSGI will seek to decline to do business or sharply reduce the level of business done with any vendor that extends an offer of employment to, employs, hires or otherwise engages the services of any person who, at the time such offer of employment is extended or within 180 days prior thereto, is an employee of Hibbett, HSGI or any related entities, subsidiaries or parent companies of Hibbett or HSGI. Should a vendor wish to discuss job opportunities with any such employee, the vendor should obtain written permission from the HSGI President & Chief Executive Officer prior to any discussions taking place. The foregoing shall not apply to general advertisements for employment.

CONFLICT OF INTEREST – GIFT GIVING AND ACCEPTANCE

Employees of Hibbett, HSGI or any related entities, subsidiaries or parent companies of Hibbett or HSGI should not request or accept from vendors (or prospective vendors), and vendors (or prospective vendors) should not offer to provide to employees of Hibbett, HSGI or any related entities, subsidiaries or parent companies of Hibbett or HSGI, gifts, gift certificates, discounts, gratuities or any other item of value (including services) of any nature, other than that which is normal and casual within the framework of the employee's activities. Any deviation from this policy could result in the termination of both the employee's employment with Hibbett, HSGI or any related entities, subsidiaries or parent companies of Hibbett or HSGI and the vendor's (or prospective vendor's) relationship (or prospective relationship) with Employees of Hibbett, HSGI or any related entities, subsidiaries or parent companies of Hibbett or HSGI. Any questions on the policy should be referred to HSGI's president.

FORCED AND CHILD LABOR / UNSAFE WORKING CONDITIONS

Hibbett has a strict policy prohibiting the use of forced or child labor in the manufacturing of the merchandise that it purchases.

Hibbett requires as a condition of doing business that all vendors be in compliance with the IRCA, Fair Labor Standards Act, the Occupational Safety and Health Act, and other applicable laws for merchandise produced in the United States. Hibbett also requires strict compliance with the laws of the country where the merchandise is produced, pertaining to these subjects, when the merchandise is manufactured outside of the United States.

CONFLICT MINERAL CERTIFICATION

Pursuant to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act) and the Securities and Exchange Committee (SEC)'s final rule on August 22, 2012 regarding enforcement of Section 1502 of the Dodd-Frank Act, certain corporations must disclose the use of "conflict minerals" obtained from the Democratic Republic of the Congo (DRC) or any of its adjoining countries (i.e., Rwanda, Burundi, Republic of Congo, Uganda, Tanzania, Central African Republic, Zambia, Angola and Sudan) ("Covered Countries") in the production of its products. Conflict minerals are defined to include (a) columbite-tantalite, also known as coltan (the metal ore from which tantalum is extracted); cassiterite (the metal ore from which tin is extracted); gold; wolframite (the metal ore from which tungsten is extracted); or their derivatives; or (b) any other mineral or its derivatives determined by the Secretary of State to be financing conflict in the Democratic Republic of the Congo or an adjoining country. Pursuant to

the Dodd-Frank Act, the use of these conflict minerals must be disclosed if they are necessary to the functionality or production of a product manufactured by the disclosing corporation. By doing business with Hibbett, HSGI or any related entities, subsidiaries or parent company of Hibbett or HSGI, Vendor represents and warrants that (1) conflict minerals are not necessary to the functionality or production of products that Vendor manufactures or contracts to manufacture (i.e., the products do not contain or utilize any conflict minerals; (2) Vendor's products contain or utilize conflict minerals but the minerals are from recycled or scrap sources; or (3) Vendor's products contain or utilize conflict minerals, but the minerals do not originate from any of the Covered Countries and Vendor has implemented procedures to identify and monitor the origin of products (other than those from recycled or scrap sources) that are produced from the identified minerals.

VENDOR LIABILITY INSURANCE

Vendor shall obtain and maintain, at its sole cost and expense, comprehensive general liability insurance coverage of not less than \$2 million per occurrence for bodily injury and property damage with not less than a minimum aggregate of \$2 million in coverage. Such insurance shall provide coverage with respect to all customary liability, including product liability and contractual liability. The latter shall specifically include coverage of vendor's indemnification obligations to Hibbett Sports, Inc. and all affiliated and subsidiary companies. The foregoing shall apply to all Vendors unless Hibbett identifies you as a "High Risk Vendor," in which case the above-referenced amounts shall be increased from \$2 million to \$5 million. All other requirements shall remain the same.

Vendor agrees that such insurance shall be provided pursuant to policies that specify that said insurance is primary, names Hibbett Sports, Inc. and all affiliated and subsidiary companies as additional insureds and that such coverage may be neither terminated nor reduced below the above limits without 30 days prior notice to Hibbett. Vendor further agrees that it shall provide certificates evidencing such insurance and vendor's compliance with the foregoing requirements, as a prerequisite to payment of vendor invoices.

Vendor agrees to defend, protect and save harmless, Hibbett Sports, Inc., its subsidiaries, successors, assigns, customers and users of its goods and merchandise ("HSI") against any suit, damage, claim, demand, or expense (including attorneys' fees): (a) from actual or alleged infringements of any foreign or domestic patent, trademark, trade name, copyright or other industrial, personal and intellectual property rights of any nature whatsoever; (b) arising out of any claim for damages from, defects in the goods and merchandise, whether latent or patent, in material or workmanship, defective design, defective warnings or instructions; (c) arising out of Vendor's negligence; or (d) upon any other breach by Vendor of any representation or warranty made herein. HSI shall have the right to appoint counsel for and defend itself against civil, administrative or criminal actions, suits, or proceedings arising out of the foregoing even if any of the allegations thereof are groundless, false or fraudulent. Amounts owing to Hibbett by Vendor as a result of this section shall be paid to Hibbett by Vendor immediately following written notice by Hibbett. HSI shall have the absolute right to control the conduct of any threatened litigation or litigation instituted against it and to settle and compromise any claims made against it without notice or approval of Vendor, without affecting or reducing HSI's right to be indemnified by Vendor hereunder. Hibbett shall have the right to offset any costs not reimbursed by Vendor hereunder from current and future invoices. Hibbett reserves the right to increase the above referenced coverage requirements upon sixty (60) days notice.

CPSIA CERTIFICATION OF COMPLIANCE

Pursuant to the Consumer Product Safety Improvement Act of 2008 (CPSIA), for each product manufactured on or after November 12, 2008, Vendor is required to furnish, and accompany therewith, a certificate stating that such product complies with all applicable Consumer Product Safety Act (CPSA) consumer product safety rules and similar rules, bans, standards and regulations under any other laws administered by the Consumer Product Safety Commission (the "Commission"). It is the responsibility of Vendor to determine which rules apply to its products and to assure that its products comply with those rules. Further, it is the responsibility of Vendor to furnish Hibbett with an accurate Certification of Compliance in conformity with the CPSIA for merchandise that Hibbett purchases from Vendor.

VENDOR VIOLATION POLICY

In fairness to our vendors, Hibbett has established a policy wherein no single vendor violation will exceed 20% of the purchase order cost.

CALIFORNIA PROPOSITION 65 POLICY

California Proposition 65 (officially titled the Safe Drinking Water and Toxic Enforcement Act of 1986, codified at Cal. Health & Saf. Code §§ 25249.5 - .13) is a California law that regulates the use of toxic and carcinogenic substances.

Under the law and regulations propounded pursuant thereto, the State of California maintains a list of regulated substances, and if any consumer product contains a listed substance at regulated levels, a California Proposition 65 warning is required. The list is updated several times per year.

More information about California Proposition 65, including the list of regulated substances, can be found on the California Office of Environmental Health Hazard Assessment's website at: <http://oehha.ca.gov/prop65.html>.

Hibbett shall rely on a Vendor's product expertise to identify products that fall within Proposition 65's requirements. As a retailer, Hibbett shall not determine if a warning is or is not needed for a Vendor's products. This shall be the sole responsibility of a Vendor.

Hibbett expects, understands and requires that all of its Vendors shall review the list of chemicals identified by the State of California to cause cancer, reproductive harm, or both, and make a determination about whether a product supplied by a Vendor to Hibbett must include a Proposition 65 warning or are otherwise impacted by California Proposition 65 or regulations propounded pursuant thereto.

Hibbett expects, understands and requires that all of its Vendors shall correctly label all products (and/or packaging) with the warning information required by California Proposition 65 and California regulations propounded pursuant thereto. If a product contains chemicals triggering Proposition 65 warning requirements, a Vendor shall be responsible for providing an on-product warning that complies with Proposition 65 for that product in all respects.

For products sold in or into California via Hibbett's online or mobile channels Hibbett understands, expects and requires that a Vendor shall provide Hibbett with updated information about their products related to Proposition 65 requirements, including but not limited to warning information that Hibbett may use in connection with its digital product information listings in Hibbett's online and mobile channels. Vendors shall provide this information to Hibbett in a timely fashion via email to legalnotices@hibbett.com prior to delivery by Vendor to Hibbett of any affected product.

Please direct any questions regarding Hibbett's California Proposition 65 Policy in writing to legalnotices@hibbett.com.

REFERENCE

TRADE NAMES

Hibbett Sporting Goods, Inc., the parent corporation of Hibbett Wholesale, Inc. conducts its retail business

under the following trade names:

- **HIBBETT SPORTS®**
- **SPORTS ADDITIONS®**

INTERNET REFERENCES

For more general information about Hibbett, visit the Hibbett home page @ <http://www.hibbett.com>.

For more information on Hibbett's transportation requirements and routing guide, visit the Hibbett Traffic page @ <http://www.hibbett.com/traffic/>.

For more information on Hibbett's EDI technical specifications, or a link to this manual, visit our Hibbett EDI page @ <http://www.hibbett.com/edi/>.

**SHIP AS DIRECTED – DO NOT DEVIATE
SHIPPERS ARE HELD RESPONSIBLE FOR FAILURE TO COMPLY**

HIBBETT WHOLESALE, INC.
2700 Milan Court
Birmingham, Alabama 35211
(Hereinafter referred to as “Hibbett” or the “Company”)

TERMS OF PURCHASE AGREEMENT

TERMS AND CONDITIONS PURCHASE ORDER

1. This purchase order ("PO") is an offer by Hibbett for the outright purchase of all goods, merchandise, materials, works and services listed on the PO, and all property rights therein including all right, title and interest in foreign and domestic industrial and other rights of any nature whatsoever, including personal rights and the right of Hibbett and its successors and assigns, to protect the same by patent, trademark, copyright or otherwise ("Goods"). Acceptance of payment from Hibbett will constitute Vendor's transfer of all right, title and interest in Goods, provided that all of the requirements of Paragraph 4 herein have been satisfied. The property rights in Goods extend to all items specially made, prepared, written, designed, or adapted for Hibbett's use, including, but not limited to, artwork, drawings, sketches, writings, manuscripts, designs, photographs, and machinery. Vendor warrants to Hibbett that Vendor has the full power to transfer to Hibbett all such right, title and interest in Goods.

2. Vendor's acceptance of this PO is expressly limited to and conditioned upon acceptance of all of the terms and conditions set forth in this PO, which terms cannot be altered or amended without Hibbett's express written consent signed by an authorized agent of Hibbett. This PO constitutes the complete, exclusive and final agreement between Hibbett and Vendor. **ACCEPTANCE OF THIS PO IS EXPRESSLY LIMITED TO THE TERMS HEREIN AND ANY ADDITIONAL OR DIFFERENT TERMS ARE OBJECTED TO WITHOUT FURTHER NOTIFICATION BY HIBBETT.** Vendor may utilize form purchase orders, invoices or shipping documents which contain contradictory terms, however, by selling Goods to Hibbett, Vendor acknowledges and agrees that the terms herein supersede any contradictory terms whatsoever.

3. All prices are stated in U.S. Dollars. All amounts due will be paid in U.S. Dollars. If prior to shipment of Goods Vendor reduces its price for the same Goods sold to any other customer of Vendor, the price specified in the PO will be reduced to match the lowest price for any customer of Vendor. No increase in the price of Goods shall be effective while there is an open PO unless approved in a writing signed by an authorized agent of Hibbett. Vendor agrees that prices quoted and shown on the PO include all applicable federal, state and local taxes.

4. Unless otherwise agreed by Hibbett in writing, all Goods are to be shipped FOB the Logistics Facility or other location specified in this PO. Vendor is the de facto owner of all Goods purchased by Hibbett and title and risk of loss shall remain with Vendor until ALL of the following have occurred: the Goods have been delivered to Hibbett at the Logistics Facility or other location specified in this PO and, in the case of Goods delivered to Hibbett at the Logistics Facility, Hibbett has also accepted the Goods by inspecting the Goods and receiving the Goods into Hibbett's warehouse management system. Vendor acknowledges and agrees that, in the case of Goods delivered to the Logistics Facility, Hibbett shall not be required to accept the Goods by inspecting the Goods and receiving the Goods into Hibbett's warehouse management system immediately upon delivery to Hibbett at the Logistics Facility. In the case of Goods delivered to a location other than the Logistics Facility, including drop shipments to a Hibbett Sporting Goods, Inc. retail store location or to another destination, Hibbett shall not be required to accept the Goods until it or its agent, as the case may be, has inspected the Goods and received the Goods into inventory. In the event that Goods are delivered to the Logistics Facility, Hibbett may make available to Vendor or Vendor's carrier, agent or

other person transporting the Goods a place to park a trailer or container in which the Goods are shipped following delivery to the Logistics Facility, and the Goods shall remain so located until such time that Hibbett may practicably accept the Goods by inspecting the Goods and receiving the Goods into Hibbett's warehouse management system. In the event a trailer or container in which Goods are shipped is parked on the grounds of the Logistics Facility, no bailment shall be created thereby, and Vendor shall retain title to the Goods and risk of loss until all of the following have occurred: the Goods have been delivered to Hibbett at the Logistics Facility, and Hibbett has also accepted the Goods by inspecting the Goods and receiving the Goods into Hibbett's warehouse management system. In the case of Goods drop-shipped directly to a Hibbett customer's location, acceptance by Hibbett shall not be deemed to have occurred unless and until Hibbett's customer has received, accepted, and paid for such Goods. In the event that Goods are lost, stolen or otherwise damaged prior to delivery to Hibbett at the Logistics Facility or other location specified in the PO, and, in the case of Goods delivered to Hibbett at the Logistics Facility, following delivery to the Logistics Facility but prior to the time that Hibbett has also accepted the Goods by inspecting the Goods and receiving the Goods into Hibbett's warehouse management system, Hibbett may, at its discretion, assist Vendor by making a claim with the applicable insurance carrier or other third party for such Goods or assist with making such claim; however, in no event will Hibbett's actions cause title to the Goods and risk of loss to be transferred to it, and the Vendor will remain the de facto owner of such Goods until Hibbett has accepted the Goods either at the Logistics Facility or other location specified by Hibbett in this PO, and acceptance shall not occur unless and until all of the requirements for acceptance set forth above have been satisfied. No Goods in excess of quantities ordered shall be shipped by Vendor to Hibbett. In the event that excess quantities are shipped, Hibbett, in its sole discretion, may accept such additional quantities at a discounted price in an amount determined by Hibbett or return the excess Goods to Vendor at Vendor's cost.

5. The "Cancel If Not Shipped Date" shall be determined by the date of receipt set forth on the applicable Forwarder's Cargo Receipt, ocean, truck, or domestic bill of lading or airway bill. Seller shall immediately advise Hibbett, identifying the PO number and department number, if any part of this PO cannot be shipped in time to be received by the date specified in this PO. This PO is deemed cancelled if shipment is not made before the Cancel If Not Shipped Date. Seller shall not ship without the written consent of Hibbett on or after the Cancel If Not Shipped Date, nor shall Seller ship before the "Start Ship Date" without Hibbett's written consent. At Hibbett's option, Hibbett may accept a late shipment and pay for Goods received which are in conformance with the PO, reject all or part of the shipment, or cancel all or part of this PO. Partial acceptance shall in no way bind Hibbett to accept further deliveries on any other part of this PO, nor shall acceptance be construed as waiver of any of Hibbett's rights to recover damages for late or partial delivery. Each PO issued by Hibbett to Seller will be a separate contract and multiple POs are not intended to be parts of an installment contract.

6. Any of Hibbett's equipment, materials or goods which are in the possession or control of Vendor shall be and remain the property of Hibbett, and any loss or damage occurring to the same shall be the responsibility of Vendor.

7. Hibbett may revoke, amend, or modify this PO at any time before acceptance. **UNDER NO CIRCUMSTANCES WILL HIBBETT BE LIABLE TO VENDOR AS A RESULT OF ANY CANCELLATION AFTER ACCEPTANCE FOR ANY AMOUNT IN EXCESS OF THE PURCHASE PRICE SET FORTH IN THIS PO. HIBBETT SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHETHER BASED UPON THEORIES OF CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS PO.**

8. Either party shall be excused from performance of its obligations under this PO if such party suffers a force majeure event, which shall mean and be limited to an event caused by an act of God, epidemic, earthquake, fire, flood, riot, civil disorder, terrorism, government regulation or action, or other substantially similar cause, and which could not have been prevented or circumvented by reasonable precautions or commercially accepted processes of the party experiencing the force majeure event; provided that a party that suffers a force majeure event shall immediately inform the other party upon the occurrence of such event and shall take all reasonable steps to remedy the situation so that it is again able to perform its obligations under this PO. A force majeure event does not include labor disputes or shortages of raw

materials, transportation, fuel or supplies. Hibbett may immediately terminate this PO without liability upon notice of any such force majeure event.

9. Hibbett has the right to impose chargebacks on Vendor or recover or set-off damages caused to Hibbett, both as against this PO and any other PO, in the event of (i) any variation from the terms and conditions of this PO, (ii) shipment of defective Goods or breach of any warranties hereunder, (iii) any failure by Vendor to comply with the "Vendor Compliance Manual", the terms of which are incorporated herein, or (iv) any other policies communicated to Vendor by Hibbett from time to time. Hibbett may communicate policies or procedures or publish the Vendor Compliance Manual, including this Terms of Purchase Agreement, on a website maintained by Hibbett and upon publication on such website, Vendor will be deemed to have notice of any additions, deletions or modifications thereto. Without limiting the effectiveness of the foregoing, Vendor agrees that Hibbett may provide Vendor with notice of any additions, deletions or modifications of the Vendor Compliance Manual or this Terms of Purchase Agreement via email to the email address or addresses entered by Vendor in Hibbett's Transportation Management System ("TMS").

10. Vendor shall prepare a separate invoice for each department and each PO within a shipment. All invoices, bills of lading, packing slips, customs documents and correspondence must be in English. Invoice line detail must be individually extended and all line totals must be extended to total invoice amount stated in U.S. Dollars. No charges are allowed for any additional costs including boxing, crating, drayage, or storage unless specifically stated on the PO. If this PO provides a single shipping date, Vendor shall pay all transportation, freight, and insurance charges on all additional shipments. The decision to insure Goods in transit is at Vendor's sole discretion as Vendor is the owner of the Goods while in transit. Hibbett has no insurable interest in the Goods until accepted by Hibbett. Hibbett will not reimburse any such insurance costs or premiums. Failure to comply with the above billing terms may result in a delay in invoice processing and chargebacks to Vendor.

11. All documents shall accurately reflect the actual quantities shipped. All quantities received are subject to verification by Hibbett. Differences between the quantity invoiced and the quantity received will be charged back to Vendor. Each shipment shall be individually manifested. No invoices will be honored or accepted by Hibbett if submitted later than 90 days after receipt by Hibbett of the Goods.

12. All rejected or cancelled Goods shall be returned at Vendor's expense. If Vendor rejects the return, Hibbett shall have the right to dispose of the Goods in any commercially reasonable manner and obtain damages from Vendor. Vendor may not resell any Goods, including cancelled product, overstocks, overruns, defectives, and irregulars, which incorporate Hibbett's intellectual property, labels or marks without (i) prior written approval of Hibbett and (ii) removal of all such intellectual property, marks and labels.

13. By accepting this PO, Vendor represents and warrants to Hibbett that the Goods furnished hereunder: (a) are (i) free from defects in materials, workmanship, and fabrication, (ii) of the quality, quantity, size, description, color and dimensions specified by Hibbett, (iii) affixed with all required tags, labels and other printed materials, which are true and correct in all respects; (iv) contained in packaging with tags, labels and other printed materials, which are true and correct in all respects; (v) can be resold without restriction and no labels attached thereto need to be removed prior to any such resale; (vi) may be handled, worn and/or used without causing harm to any person or damage to property; (vii) fit for such particular purpose and uses, if any, specified by Hibbett or otherwise known to Vendor, and (viii) in strict accordance with Hibbett's specifications, descriptions and approved samples or prototypes; (b) are in compliance with normal retailing standards with respect to colorfastness, wash fastness and light fastness; (c) will pass without objection in the trade, are of first quality and conform to the promises or affirmations of fact made by Vendor or its agents; (d) are delivered to Hibbett free from any security interest or other lien or encumbrance of any person and Hibbett shall have good title thereto; (e) do not and will not infringe on any foreign or domestic patent, trademark, trade name, copyright or other similar intellectual property interest of any person, arising out of or relating to the sale or use of such Goods; (f) are new and unused; (g) comply with all applicable foreign, and U.S. federal, state and local laws, ordinances, orders, standards, rules, regulations, including all country of origin requirements established by the U.S. Customs Service; (h) where applicable, comply with the standards of Underwriters Laboratories, Inc. ("ULI") and bear the ULI stamp of approval; (i) were manufactured in accordance with U.S. and local labor laws and that no Goods

were produced using child, forced, indentured or convict labor contrary to local and/or U.S. legal requirements; (j) are free from hazardous substances as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. paragraph 9601 et seq. and the regulations promulgated pursuant thereto, as amended [the Act]); any other toxic or hazardous waste, material, mold, fungus, spore or substance as defined under any other federal, state or local law, rule, regulation or ordinance; petroleum products, lead, and any other pollutant or environmental contaminant; and (k) conflict minerals are not necessary to the functionality or production of products that Vendor manufactures or contracts to manufacture (i.e., the products do not contain or utilize any conflict minerals, Vendor's products contain or utilize conflict minerals but the minerals are from recycled or scrap sources, or Vendor's products contain or utilize conflict minerals, but the minerals do not originate from any of the Covered Countries and Vendor has implemented procedures to identify and monitor the origin of products (other than those from recycled or scrap sources) that are produced from the identified minerals. The representations and warranties set forth in this Section shall survive shipment, inspection, testing, acceptance and payment for or use of the Goods delivered hereunder or termination of this PO. Statements of Vendor made by its sales agents or in its advertising or promotional materials as to the quality, grade, performance and use of the Goods shall be express warranties of Vendor made to Hibbett in connection with this PO.

14. **California Proposition 65.** California Proposition 65 (officially titled the Safe Drinking Water and Toxic Enforcement Act of 1986, codified at Cal. Health & Saf. Code §§ 25249.5 - .13) is a California law that regulates the use of toxic and carcinogenic substances. Under the law and regulations propounded pursuant thereto, the State of California maintains a list of regulated substances, and if any consumer product contains a listed substance at regulated levels, a California Proposition 65 warning is required. The list is updated several times per year. More information about California Proposition 65, including the list of regulated substances, can be found on the California Office of Environmental Health Hazard Assessment's website at: <http://oehha.ca.gov/prop65.html>. Hibbett shall rely on Vendor's product expertise to identify products that fall within Proposition 65's requirements. As a retailer, Hibbett shall not determine if a warning is or is not needed for Vendor's products. By accepting this PO, Vendor agrees that Vendor shall review the list of chemicals identified by the State of California to cause cancer, reproductive harm, or both, and make a determination about whether any product supplied by Vendor to Hibbett must include a Proposition 65 warning or are otherwise impacted by California Proposition 65 or regulations propounded pursuant thereto. By accepting this PO, Vendor agrees that Vendor shall correctly label all of Vendor's products (and/or packaging) with any warning information required by California Proposition 65. If a product contains chemicals triggering Proposition 65 warning requirements, Vendor agrees that Vendor is solely responsible for providing an on-product warning that complies with Proposition 65 for that product. For products sold in or into California via Hibbett's online or mobile channels Vendor agrees that Vendor shall provide Hibbett with updated information about Vendor's products related to Proposition 65 requirements, including but not limited to any and all required California Proposition 65 warning information for any affected product, for posting in product information in Hibbett's online and mobile channels. Vendor agrees to provide this information to Hibbett in a timely fashion prior to delivery by Vendor to Hibbett of any affected products via email to legalnotices@hibbett.com. By accepting this PO, Vendor represents, warrants, and agrees that Vendor shall provide any and all warnings required by California Proposition 65, as amended, and any regulations propounded pursuant thereto, on the product label or labeling of each product. By accepting this PO, Vendor represents, warrants and agrees that Vendor shall not attempt to shift responsibility for compliance with California Proposition 65 by sending any notice to Hibbett pursuant to Section 25600.2(b) or (c) of the California Proposition 65 regulations (see 27 CA ADC § 25600.2) with the sole exception of warning information for use by Hibbett in posting any required California Proposition 65 warning in product information in Hibbett's online and mobile channels. Vendor understands and agrees that, unless otherwise agreed by Hibbett in writing, any such notice sent by Vendor to Hibbett shall be of no legal effect, as Vendor agrees and understands that Hibbett requires Vendor, as a condition of doing business with Hibbett, to assume full responsibility for provision of any warnings required by California Proposition 65 and regulations propounded pursuant thereto and Vendor agrees that Vendor shall provide any and all warnings required by California Proposition 65, as amended, and any regulations propounded pursuant thereto, on the product label or labeling of each product. Vendor agrees that Hibbett's responsibility to provide California Proposition 65 warnings relating to Vendor's products is strictly limited to warnings provided by Hibbett in product information in Hibbett's online and mobile channels, and that Hibbett may provide such warnings if and only if Vendor has timely provided to

Hibbett via email to legalnotices@hibbett.com any and all required California Proposition 65 warning language for any affected product prior to delivery by Vendor to Hibbett of the product.

15. Vendor warrants, represents, and guarantees to Hibbett, as applicable, that all Goods, as of the date of shipment or delivery, fully comply with, and are not adulterated or misbranded within the meaning of, the Federal Food, Drug and Cosmetic Act, as amended, ("FDCA"), including, without limitation, the Food Additives Amendment and the Food Safety Modernization Act ("FSMA"), or other amendment thereto, and fully comply with, and are not adulterated or misbranded within the meaning of any state food and drug law, or any other state or local rules, statues, or regulations governing the manufacture, labeling, distribution, or sale of the Goods; and otherwise comply with all other applicable federal, state and local laws, rules and regulations.

16. All warranties shall survive inspection, acceptance and payment by Hibbett. Defects are not waived by failure to notify Vendor after inspection and receipt of Goods into Hibbett's warehouse management system or, in the case of Goods delivered to a location other than the Logistics Facility, inspection and acceptance into inventory. In the case of Goods that are drop-shipped to a Hibbett customer's location, all warranties shall survive receive and acceptance by Hibbett's customer at its location. Hibbett is not under any duty to inspect Goods before resale and all warranties shall survive inspection, acceptance, and payment by Hibbett. Defects are not waived by failure to notify Vendor after receipt or inspection by Hibbett. Resale, repackaging, repacking, dividing for the purpose of resale, or otherwise disposing of the Goods by Hibbett shall not be considered an acceptance of the Goods so as to bar Hibbett's right to reject the Goods and/or recover damages from Vendor. No failure to inspect Goods or discover defects in Goods for any reason shall limit Hibbett's right to reject such Goods or revoke its acceptance thereof in the event that Goods are defective, or improper quantities are shipped to the proper destination, or Goods are shipped to an improper destination.

17. Hibbett shall have the right to inspect Vendor's, and Vendor's supplier's facilities, warehouses and manufacturing plants. Vendor shall provide Hibbett all information relating to the origin and location of manufacture of Goods, including compliance with all workplace laws. Vendor further agrees to: (i) keep books and records (including without limitation all original documents) regarding the site of manufacture, inspection reports, fabric content and any agency relationships with respect to such Goods; (ii) maintain such books and records for a minimum of 6 years after the sale of such Goods to Hibbett; and (iii) make such books and records available to Hibbett for inspection, immediately upon Hibbett's request.

18. Vendor acknowledges that all specifications, descriptions, drawings, blueprints, nomenclature, samples, models, designs, patterns and other information furnished to Vendor by Hibbett pursuant to this PO constitute the confidential information and trade secrets of Hibbett. Vendor agrees that it will not use, copy, reproduce or disclose to any person any such confidential information or trade secrets except upon the express written consent of Hibbett, which may be withheld for any reason. Vendor also acknowledges and agrees that, in the event of a breach of this Section, monetary damages may not be an adequate remedy and that Hibbett shall be entitled to such other remedies as may be available in law or equity. Vendor acknowledges that the confidential information or trade secrets disclosed by Hibbett represents its valuable property, which is intended to be maintained in perpetuity as trade secret property. Accordingly, the confidentiality and non-use obligations hereunder shall be continuing in nature and shall survive termination of this PO.

19. Vendor shall obtain and maintain, at its sole cost and expense, commercial general liability insurance coverage of not less than \$2 million per occurrence for bodily injury and property damage with not less than a minimum aggregate of \$2 million in coverage, with insurance carriers having an A.M. Best Rating of A-IX or better. Such insurance shall provide coverage with respect to all customary liability, including product liability and contractual liability. The latter shall specifically include coverage of vendor's indemnification obligations to Hibbett Sports, Inc. and all affiliated and subsidiary companies. Vendor agrees that such insurance shall be provided pursuant to policies that specify that said insurance is primary and noncontributory, names Hibbett Sports, Inc. and all affiliated and subsidiary companies as additional insureds and that such coverage may be neither terminated nor reduced below the above limits without 30 days prior notice to Hibbett. Vendor further agrees that it shall provide certificates

evidencing such insurance and vendor's compliance with the foregoing requirements, as a prerequisite to payment of vendor invoices. The purchase of such insurance and furnishing of such certificates shall not satisfy any of Vendor's obligations hereunder or in any way modify Vendor's agreement to indemnify Hibbett as provided herein. Hibbett shall have the right to withhold payment of outstanding invoices until receives a copy of the aforesaid certificate of insurance endorsement. Hibbett reserves the right to increase the above referenced coverage requirements upon sixty (60) days notice. The foregoing shall apply to all Vendors unless Hibbett identifies you as a "High Risk Vendor," in which case the above-referenced amounts shall be increased from \$2 million to \$5 million. All other requirements shall remain the same.

20. Vendor agrees to defend, protect and save harmless, Hibbett Sports, Inc., its subsidiaries, successors, assigns, customers and users of its goods and merchandise ("HSI") against any civil, administrative or criminal action, suit or proceeding, damage, claim, demand, or expense (including attorneys' fees): (a) from actual or alleged infringements of any foreign or domestic patent, trademark, trade name, copyright or other industrial, personal and intellectual property rights of any nature whatsoever; (b) arising out of any claim for damages from, defects in the goods and merchandise, whether latent or patent, in material or workmanship, defective design, defective warnings or instructions; (c) arising out of Vendor's negligence; (d) arising out of Vendor's failure to comply with California Proposition 65, as amended, or any regulations propounded pursuant thereto and/or Vendor's failure to comply with the requirements of Paragraph 14 hereof, or (e) upon any other breach by Vendor of any representation or warranty made herein. HSI shall have the right to appoint counsel for and defend itself against civil, administrative or criminal actions, suits, or proceedings arising out of the foregoing even if any of the allegations thereof are groundless, false or fraudulent. Amounts owing to Hibbett by Vendor as a result of this section shall be paid to HSI by Vendor immediately following written notice by Hibbett. Hibbett shall have the absolute right to control the conduct of any threatened litigation or litigation instituted against it and to settle and compromise any claims made against it without notice or approval of Vendor, without affecting or reducing HSI's right to be indemnified by Vendor hereunder. Hibbett shall have the right to offset any costs not reimbursed by Vendor hereunder from current and future invoices. Further, Vendor agrees that it will reimburse Hibbett Sports, Inc. and any of its subsidiaries for any time and expenses (including reasonable legal fees and expenses) that it may incur in responding to discovery requests, subpoenas, or other requests for documents or information, or in participating as a fact witness or otherwise in any legal, regulatory, governmental or other proceedings related to Vendor; provided, however, that Hibbett will, to the extent permitted by applicable law, regulation, or governmental or regulatory agency, promptly provide Vendor notice in writing of any such request for documents, information, or participation and will cooperate with Vendor in responding to such requests.

21. All indemnities, warranties, guarantees and representations shall survive shipment of Goods or termination of this PO, are for the benefit of and shall be enforceable by Hibbett (and any related entities, subsidiaries or parent companies of Hibbett), any party to whom Hibbett resells the Goods, and the officers, directors, employees, affiliates, subsidiaries, heirs, successors and assigns of each of them and shall not be exclusive of any other representatives and warranties made by Vendor, whether express or implied.

22. Should a dispute arise between Hibbett (or any related entities, subsidiaries or parent companies of Hibbett) and Vendor regarding these terms and conditions or any sale of Goods to Hibbett from Vendor, these terms and conditions shall be governed by and construed in accordance with the laws of the state of Alabama, and any dispute shall resolved in the State or Federal Courts located in Birmingham, Alabama.