

# **JOHNSTON & MURPHY<sup>®</sup>**

A GENESCO  
COMPANY

Vendor Guide : General Information

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## INTRODUCTION TO THE BRAND

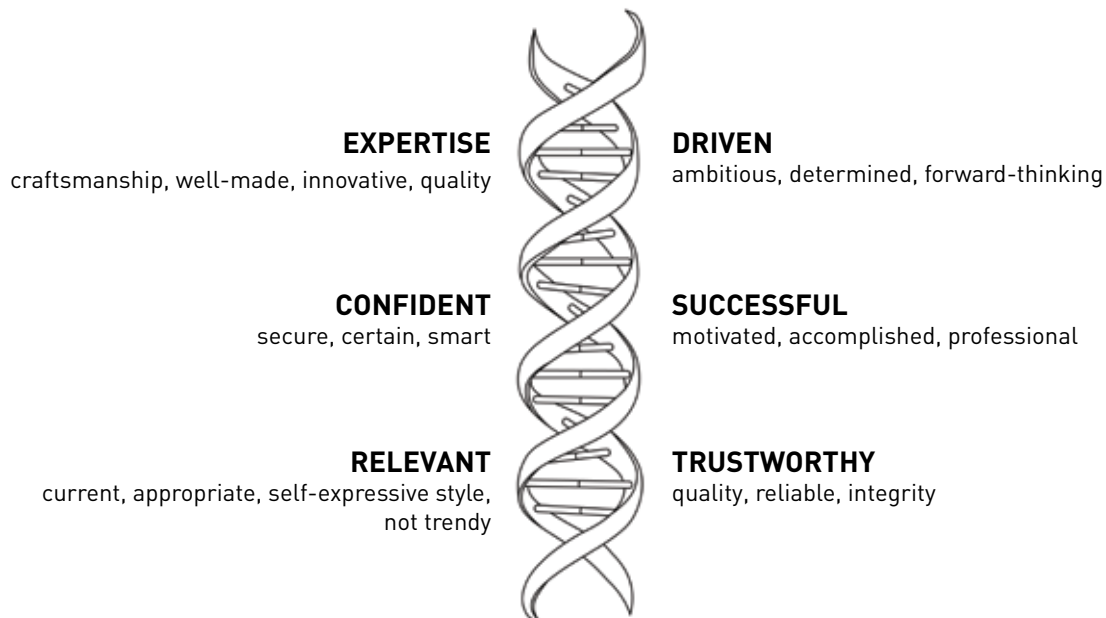
Work doesn't look like it used to. Suits aren't necessarily the uniform today. And Johnston & Murphy knows it. Since 1850, Johnston & Murphy has made the shoes, apparel and accessories that work in the corner office and play at the corner bar. Much has changed in these 150+ years. Our name has changed. Styles have changed. Locations have changed. But one thing has remained constant: Johnston & Murphy continues to be a pillar of classic workmanship and a beacon of American style with a commitment to quality, craftsmanship and innovation that sets the standards for men everywhere. We realize that men today have to walk the line between modern and classic, cool and comfortable. And that dressing to impress is as important today as it was in 1850. We've spent many years helping professional, affluent men do just that. And we're not finished yet.

## CORE VALUES

At Johnston & Murphy, we believe in **quality, craftsmanship** and **innovation** that set the standards for men everywhere.

- We deliver relevant, understandable style that is always in good taste.
- Our products are consistently made of the highest quality and finest materials.
- Our relationships with vendors, customers and each other are founded in integrity and trust.
- Our consumers' needs always come first.

### BRAND DNA



## HOW TO USE THIS GUIDE

- The Guide is intended as an overview of the Johnston & Murphy sourcing procedures and requirements, product markings and packaging standards.
- The Guide will come in two sections. This first section is general information. An additional section will be provided to you specific to your product category.
- The Guide should be distributed to the appropriate individuals within your organization.
- If you have specific questions regarding the Guide or Johnston & Murphy policies in general, please contact individuals listed in the contact section of this document.

To the right is a sample of a page you will see in this document. →

**JOHNSTON & MURPHY.**

**01•08** SECTION•PAGE #

**AUDIT OF ENGAGEMENT STANDARDS** page 1

**CONTENT**

**AUDIT OF ENGAGEMENT STANDARDS**

**1 GENERAL INFORMATION**

**MAIN OFFICE**  
 ORGANIZATION NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 STATE/PROVINCE: \_\_\_\_\_ POSTAL CODE \_\_\_\_\_  
 COUNTRY: \_\_\_\_\_  
 CONTACT & TITLE: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**FACTORY**  
 ORGANIZATION NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 STATE/PROVINCE: \_\_\_\_\_ POSTAL CODE \_\_\_\_\_  
 COUNTRY: \_\_\_\_\_  
 CONTACT & TITLE: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**STATUS**  
 SUPPLIER SINCE: \_\_\_\_\_  
 CURRENT RELATIONSHIP:  INITIAL VISIT  SEASONAL USE  CONTINUAL USE

**AUDIT INFORMATION**  
 Johnston & Murphy Representative \_\_\_\_\_ Title \_\_\_\_\_  
 Factory Representative \_\_\_\_\_ Title \_\_\_\_\_  
 Date \_\_\_\_\_

Genesco Inc. Page 1

**COMPLIANCE ISSUES & FORMS**

**WEB ADDRESS FOR FORMS OR ADDITIONAL INFORMATION.** → [www.genescopartners.com](http://www.genescopartners.com)

**VERSION DATE (MONTH\_DAY\_YEAR)** → REV 05\_02\_08

## COMPLIANCE ISSUES & FORMS

The following Compliance Documents must be completed, signed, dated, certified and returned to the Sourcing Manager responsible for your category before Purchase Orders can be processed to the vendor. The documents can be found on the corporate website at [www.genescopartners.com/jm/forms.php](http://www.genescopartners.com/jm/forms.php)

- **ENGAGEMENT POLICY** 06
- **ENGAGEMENT STANDARDS** 07
- **AUDIT OF ENGAGEMENT STANDARDS** 08-19
- **CODE OF ETHICS** 20-24
- **VENDOR SECURITY POLICY STATEMENT** 25
- **FACILITY SECURITY QUESTIONNAIRE** 26
- **TERMS AND CONDITIONS OF PURCHASE BY GENESCO** 27-29

Audit of Engagement Standards, Vendor Security Policy Statement and Facility Security Questionnaire forms can be edited once opening the form. You will need Adobe Reader 7.0 or 8.0 to edit. The Adobe program can be down loaded for free by visiting [www.adobe.com](http://www.adobe.com). Once the forms are complete you can e-mail them to your appropriate contact.

## ENGAGEMENT POLICY

### ENGAGEMENT POLICY

1. All Genesco/Johnston & Murphy vendors will be provided with copies of:
  - Engagement Policy
  - Genesco's Engagement Standards
  - Audit of Engagement Standards
2. Signatures will be required of the individuals directly responsible for manufacturing Genesco products to acknowledge understanding and commitment to comply.
3. Vendors are required to extend Genesco policy to sub-contractors involved with the manufacture of Genesco products.
4. Genesco's Engagement Standards will be posted in a conspicuous location in the manufacturing facility in English and in the local language.
5. Production facilities responsible for the production of any Genesco products will be audited on an annual basis. Where the purchase of product is done directly from the factory, Genesco personnel will carry out the audit in most cases. Where the purchase is made through an agent or sourcing company, the audit may be conducted by the agent or sourcing company at Genesco's option.
6. Genesco reserves the right to audit the production facility at any time, unannounced and conducted either by internal personnel or outside auditors.
7. When visiting manufacturing facilities, Genesco representatives will at all times be alert to variations from Genesco standards and will point this out to the responsible individual. This will be done in writing with a copy for the division file for follow-up on the next visit or at the time of the annual audit.
8. Administration is Johnston & Murphy's responsibility. Copies of the signed compliance form will be maintained in the legal department within Genesco. Where multiple divisions utilize the same vendor, the concerned divisions will work together to avoid duplication of effort and inconvenience to the vendor. Each division will be required to submit to the legal department in February of each year a listing of all current vendors with foreign manufacturing facilities and the date of the last compliance check.
9. Branded companies having policies relating to their manufacturing activity equal to the Genesco Standards of Engagement may be exempt from the Genesco audit with approval of the Johnston & Murphy president.
10. Genesco will discontinue the business relationship with vendors who refuse to make progress on suggested improvements and/or who fail to support the content and spirit of this policy.

## ENGAGEMENT STANDARDS

### GENESCO, INC. ENGAGEMENT STANDARDS

It is Genesco's /Johnston & Murphy's policy that these basic principles are essential business applications. Genesco will do business with vendors who share our commitment to these standards.

No person shall be employed unless he or she has reached the greater of: the age of 16 or the minimum age for work established by local law.

Workers shall be voluntarily employed. No prison, convict, slave, indentured, bonded or other forced labor will be permitted.

No employee shall be subject to corporal punishment, coercion, threats of violence or any form of physical, sexual, mental or verbal abuse.

Compliance with the law is required including the observation of any local legal requirements and restrictions on wages, benefits, hours worked or work performed.

Employers will provide safe and healthy working conditions.

No harm to the environment is intended in the conduct of our business.

Integrity and honesty are essential to doing business.

**AUDIT OF ENGAGEMENT STANDARDS** page 1

**AUDIT OF ENGAGEMENT STANDARDS**

**1 GENERAL INFORMATION**

**MAIN OFFICE**

ORGANIZATION NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

STATE/PROVINCE: \_\_\_\_\_ POSTAL CODE \_\_\_\_\_

COUNTRY: \_\_\_\_\_

CONTACT & TITLE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ E-MAIL : \_\_\_\_\_

**FACTORY**

ORGANIZATION NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

STATE/PROVINCE: \_\_\_\_\_ POSTAL CODE \_\_\_\_\_

COUNTRY: \_\_\_\_\_

CONTACT & TITLE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ E-MAIL : \_\_\_\_\_

**STATUS**

SUPPLIER SINCE: \_\_\_\_\_

CURRENT RELATIONSHIP:     INITIAL VISIT     SEASONAL USE     CONTINUAL USE

**AUDIT INFORMATION**

Johnston & Murphy Representative \_\_\_\_\_ Title \_\_\_\_\_

Factory Representative \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

**AUDIT OF ENGAGEMENT STANDARDS** page 2

**AUDIT OF ENGAGEMENT STANDARDS**

- A. Total number of workers at this facility: \_\_\_\_\_
- B. Are there worker’s organizations available (i.e. labor unions)? \_\_\_\_\_
- C. Provide names of other brands or labels produced in this facility.  
 \_\_\_\_\_  
 \_\_\_\_\_
- D. Are Genesco’s Engagement Standards posted at the facility? \_\_\_\_\_
- E. Do supervisors speak the local language? \_\_\_\_\_

**COMMENTS/OBSERVATIONS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**AUDIT OF ENGAGEMENT STANDARDS** page 3

**AUDIT OF ENGAGEMENT STANDARDS**

**2 CHILD LABOR**

**A.** Does the factory have on hand a copy of applicable laws stating:

Age for completion of compulsory education \_\_\_\_\_  
Minimum age of employment established by applicable law \_\_\_\_\_  
Any legal restrictions applicable to work of employees under 18 \_\_\_\_\_

If yes, attach copies.

**B.** What is the minimum hiring age at this facility? \_\_\_\_\_

**C.** How does the factory verify each employee's age? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**D.** Are there workers in this facility younger than the age of 16? \_\_\_\_\_  
If yes, explain : \_\_\_\_\_  
\_\_\_\_\_

**E.** Are there any occasions in which anyone under the age of 16 is present at this facility? \_\_\_\_\_ If yes, explain: \_\_\_\_\_  
\_\_\_\_\_

**COMMENTS/OBSERVATIONS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AUDIT OF ENGAGEMENT STANDARDS** page 4

**AUDIT OF ENGAGEMENT STANDARDS**

**3 PRISON & FORCED LABOR**

**A.** Are there workers in this facility who are not present voluntarily? \_\_\_\_\_  
If yes, explain: \_\_\_\_\_

**B.** Does this factory sub-contract with any factory using prison or forced labor?  
\_\_\_\_\_

**C.** Are workers required to provide a monetary or passport deposit in order to obtain employment? \_\_\_\_\_

**D.** Are there any restrictions on workers' movements in and out of the factory?  
\_\_\_\_\_ If yes, explain : \_\_\_\_\_

**E.** Are the workers free to resign without recrimination or penalty? \_\_\_\_\_  
If no, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMENTS/OBSERVATIONS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AUDIT OF ENGAGEMENT STANDARDS** page 5

**AUDIT OF ENGAGEMENT STANDARDS**

**4 DISCIPLINARY PRACTICES**

**A.** Is there an established, written, disciplinary procedure in place? \_\_\_\_\_  
Describe the process: \_\_\_\_\_  
\_\_\_\_\_

**B.** How is this communicated to the workers? \_\_\_\_\_  
\_\_\_\_\_

**C.** Are the supervisors trained in the company's disciplinary practices?  
\_\_\_\_\_ How often is this training reinforced? \_\_\_\_\_

**D.** What is the company policy toward corporal punishment? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**E.** Is there a process in place by which a worker may appeal unfair treatment and  
voice complaints to management? \_\_\_\_\_ Describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMENTS/OBSERVATIONS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AUDIT OF ENGAGEMENT STANDARDS** page 6

**AUDIT OF ENGAGEMENT STANDARDS**

**5 WORKING HOURS, WAGES, & BENEFITS**

**WORKING HOURS**

- A.** Does the factory have on hand a copy of the applicable law regulating:  
 Maximum hours per week? \_\_\_\_\_  
 Maximum overtime per week, month or year? \_\_\_\_\_  
 If yes, attach copies.  
 Does it maintain records demonstrating compliance with such law? \_\_\_\_\_
  
- B.** Does the factory maintain for inspection applicable permits, waivers, etc.  
 which authorize variance from applicable law with respect to hours? \_\_\_\_\_
  
- C.** Are terms of the waiver followed? \_\_\_\_\_
  
- D.** Does factory maintain records showing each employee's monthly hours  
 worked? \_\_\_\_\_ Number of days worked each month? \_\_\_\_\_  
 Does the factory calculate pay based on hours worked? \_\_\_\_\_
  
- E.** Is overtime work voluntary? \_\_\_\_\_ If no, explain \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
  
- F.** What is the average number of days worked per month during peak  
 production seasons? \_\_\_\_\_ During these peak seasons how many days  
 per month will the workers have off? \_\_\_\_\_
  
- G.** How much time do workers have for breaks each day? Describe:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**AUDIT OF ENGAGEMENT STANDARDS** page 7

**AUDIT OF ENGAGEMENT STANDARDS**

**5 WORKING HOURS, WAGES & BENEFITS (cont'd)**

**COMPENSATION**

**A.** Does the factory have on hand for inspection a copy of the applicable law regarding:

- Minimum Wage
- Mandated Benefits
- Overtime compensation premiums, rest days and holidays

If yes, attach copies.

**B.** Does the factory verify that total gross pay for each worker is equal to or greater than the minimum pay required by applicable minimum wage law?

**COMMENTS/OBSERVATIONS:**

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**AUDIT OF ENGAGEMENT STANDARDS** page 8**AUDIT OF ENGAGEMENT STANDARDS****6 HEALTH AND SAFETY****A. GENERAL:**

- working areas are clean, organized, well maintained
- working areas are well ventilated, no strong chemical smells
- facility is prepared for extreme temperatures (hot and cold)
- noise levels are at adequate levels
- appropriate levels of lighting exist
- machinery is equipped with emergency stops
- machinery has appropriate guards in place
- personal protection equipment is provided, list:
  - air purifying masks
  - eye goggles
  - dust masks
  - gloves
  - ear plugs
  - other \_\_\_\_\_

**B. ELECTRICAL:**

- factory has a back-up electrical supply
- electrical/fuse boxes are free from debris and in good repair
- wiring is in good repair
- other \_\_\_\_\_

**C. FIRE:**

- evacuation routes are posted and communicated to employees
- emergency exits are clearly marked and unobstructed
- adequate emergency lighting is in place
- a fire alarm system is operating in the entire facility
- aisles are clear for normal and emergency use
- sufficient number of extinguishers, fire hoses, and hydrants are provided
- fire fighting equipment is regularly inspected and up to date
- regularly scheduled fire drills are held

**D. FIRST AID:**

- adequate amount of supplies readily available
- nurse or medical personal on staff at facility
- employees trained in the use of First Aid

**AUDIT OF ENGAGEMENT STANDARDS** page 9

**AUDIT OF ENGAGEMENT STANDARDS**

**E. DORMITORIES:**

- separate accommodations are provided for men and women
- building appears to be safe and in good repair
- living area is safe, clean, and well ventilated
- cafeteria facilities are provided
- separate laundry facilities are available
- recreational areas are provided
- evacuation routes are posted and communicated to employees
- emergency exits are unobstructed and well lit
- adequate emergency lighting is in place
- a fire alarm system is in use in the living areas
- adequate fire fighting equipment is available
- other \_\_\_\_\_
- Does each resident have his/her own bed and space for personal belongings:  
\_\_\_\_\_
- How many workers reside in each room: \_\_\_\_\_
- Approximate size of each living quarter: \_\_\_\_\_

**F. FACILITIES:**

- workers have access to fresh drinking water
- toilet areas are functional and clean
- kitchen areas are clean and adequate space is available
- food is stored in appropriate manner and served in a clean area
- employees have provisions for storing and heating their own food
- other \_\_\_\_\_

**Items not checked, explain:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**AUDIT OF ENGAGEMENT STANDARDS** page 10

**AUDIT OF ENGAGEMENT STANDARDS**

**7 THE ENVIRONMENT**

**A.** How does the facility dispose of waste (scrap leather, paper goods, etc):

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**B.** How does the facility dispose of hazardous waste (cement, finishing chemicals, empty containers, etc):

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**C.** Are chemicals stored properly :

- containers in good condition
- stored with caps securely sealed
- out of the weather
- clearly labeled
- away from heat
- no signs of leaks
- stored in an area apart from manufacturing area
- other \_\_\_\_\_

**D.** Has the facility had surveys conducted to ensure environmental protection:

- tested for asbestos
- tested machines for noise pollution
- checked for PCB's, a contaminate found in electrical equipment
- had means of chemical disposal approved
- other \_\_\_\_\_

**Items not checked, explain:**

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**AUDIT OF ENGAGEMENT STANDARDS** page 11

**AUDIT OF ENGAGEMENT STANDARDS**

**8 ETHICAL STANDARDS**

Has management of this facility read and understood Genesco's corporate policy as pertains to:

- Labor Standards (see Engagement Standards page 7)
- Conflict of Interest (see Code of Ethics page 20)
- Relationships with Vendors and Customers (see Code of Ethics page 20)

Yes \_\_\_\_\_ No \_\_\_\_\_



**CODE OF ETHICS** page 1**CODE OF ETHICS****CODE OF BUSINESS CONDUCT AND ETHICS  
FOR EMPLOYEES AND DIRECTORS****I. PURPOSE OF CODE**

The purpose of this Code is: to promote the honest and ethical conduct of our directors and employees, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships; to promote full, fair, accurate, timely and understandable disclosure in periodic reports required to be filed by Genesco Inc. (the "Company"); and to promote compliance with all applicable rules and regulations that apply to the Company and its employees.

**II. INTRODUCTION**

This Code is applicable to the Company's directors and employees. References in this Code to the Company means the Company or any of its subsidiaries. Compliance by employees with this Code is a condition of employment and any violations of the Code may result in disciplinary action, up to and including termination of employment.

While we expect honest and ethical conduct in all aspects of our business from all of our employees, we expect the highest possible honest and ethical conduct from our directors and from our "Senior Executive and Financial Officers," including the chairman, chief executive officer, chief operating officer, chief financial officer, operational senior vice presidents, general counsel, chief administrative officer, chief accounting officer, treasurer and director of internal audit (or any persons performing similar functions). Senior Executive or Financial Officers are examples for other employees and are expected to foster a culture of transparency, integrity and honesty.

Waivers of this Code with respect to directors or to Senior Executive and Financial Officers may be made only by the Board or a Board committee and will be disclosed in accordance with applicable law.

**III. CONFLICTS OF INTEREST**

A conflict of interest occurs when an employee's or director's private interests interfere, or appear to interfere, in any way, with the interests of the Company as a whole. Conflicts of interest can also arise when employees or directors take action or employees or directors or members of their families have interests that may make it difficult for them to perform their duties to the Company effectively. Although we cannot list every conceivable conflict, following are some common examples that illustrate actual or apparent conflicts of interest that should be avoided:

**CODE OF ETHICS** page 2**CODE OF ETHICS****III. CONFLICTS OF INTEREST** (continued)**A. Protection and Use of Company Personnel or Property**

Directors and employees shall not use the Company's employees or property for purposes other than those related to Company business. Employees are prohibited from the unauthorized use or taking of the Company's equipment, supplies, software, data, intellectual property, materials or products. Prior to engaging in any activity on the Company's time which will result in remuneration to the employee or the use of Company equipment, supplies, materials or services for personal or non-work related purposes, employees must obtain the approval of their supervisor.

It is also the responsibility of each employee to protect the Company's assets and ensure their efficient use. Each employee should immediately report theft or waste of any Company assets.

**B. Improper Personal Benefits from the Company or Suppliers**

Conflicts of interest arise when an employee or a member of his or her family receives improper personal benefits as a result of his or her position in the Company. Employees may not accept any benefits from the Company that have not been duly authorized and approved pursuant to Company policy and procedure, including any Company loans or guarantees of such employee's personal obligations and an employee may not accept personal benefits valued at more than \$1,000 in any 12-month period from a supplier with respect to which such employee makes buying decisions on the Company's behalf or valued at an amount so significant that it would affect his or her business judgment on behalf of the Company.

**C. Financial Interests in Other Businesses**

Employees and directors should avoid having an ownership interest in any other enterprise if that interest compromises or appears to compromise his or her loyalty to the Company. For example, an employee may not own an interest in a company that competes with the Company or that does business with the Company (such as a supplier) unless he or she obtains the written approval of the General Counsel (or, with respect to the General Counsel, approval by the Chief Executive Officer) before making any such investment. However, it is not typically considered, and the Company does not consider it, a conflict of interest (and therefore prior written approval is not required) to make investments in competitors, clients or suppliers that are listed on a national or international securities exchange so long as the total value of the investment is less than one percent (1%) of the outstanding stock of the corporation and the amount of the investment is not so significant that it would affect the owner's business judgment on behalf of the Company.

**D. Business Arrangements with the Company**

Without the prior written approval of the General Counsel (or, with respect to the General Counsel, approval by the Chief Executive Officer), employees may not participate in joint ventures, partnerships or other business arrangements with the Company.

**CODE OF ETHICS** page 3**CODE OF ETHICS****E. Corporate Opportunities**

If an employee learns of a business or investment opportunity through the use of corporate property or information or his or her position at the Company, such as from a competitor or actual or potential supplier or business associate of the Company (including a principal, officer, director or employee of any of the above), he or she may not participate in the business or make the investment without the prior written approval of the General Counsel (or, with respect to the General Counsel, approval by the Chief Executive Officer). Such an opportunity should be considered an investment opportunity for the Company in the first instance.

**F. Outside Employment or Activities with a Competitor**

Simultaneous employment with or serving as a director of a competitor of the Company is strictly prohibited, as is any activity that is intended to or should reasonably be expected to advance a competitor's interests at the expense of the Company's interests. Employees and directors may not market products or services in competition with the Company's current or potential business activities. It is the responsibility of individuals covered by this Code to consult with the Chief Executive Officer to determine whether a planned activity will compete with any of the Company's business activities before he or she pursues the activity in question.

**G. Outside Employment with a Supplier**

Without the prior written approval of the General Counsel (or, with respect to the General Counsel, approval by the Chief Executive Officer), no employee may be a supplier or be employed by, serve as a director of or represent a supplier to the Company. Without the prior written approval of the General Counsel (or, with respect to the General Counsel, approval by the Chief Executive Officer), no employee may accept money or benefits of any kind from a third party as compensation or payment for any advice or services that he or she may provide to a client, supplier or anyone else in connection with its business with the Company.

**H. Family Members Working in the Industry**

If an employee's spouse or domestic partner, his or her children, parents or in-laws, or someone else with whom he or she has a familial relationship is a competitor or supplier of the Company or is employed by one, the employee must disclose the situation to the General Counsel (or, with respect to the General Counsel, to the Chief Executive Officer) so that the Company may assess the nature and extent of any concern and how it can be resolved. The employee must carefully guard against inadvertently disclosing Company confidential information and being involved in decisions on behalf of the Company that involve the other enterprise.

If an employee has any doubt as to whether or not conduct would be considered a conflict of interest, he or she must consult with the General Counsel.

**CODE OF ETHICS** page 4**CODE OF ETHICS****IV. CONFIDENTIAL INFORMATION**

Employees and directors should maintain the confidentiality of information entrusted to them by the Company or its customers, except where disclosure is authorized or legally mandated. Confidential Information includes all non-public information that might be of use to competitors, or harmful to the Company or its customers if disclosed.

**V. FAIR DEALING**

Each employee and director should endeavor to deal fairly with the Company's customers, suppliers, competitors and employees.

**VI. ACCURATE PERIODIC REPORTS AND OTHER PUBLIC COMMUNICATIONS**

A conflict of interest occurs when an employee's or director's private interests interfere, or appear to interfere, in any way, with the interests of the Company as a whole. Conflicts of interest can also arise when employees or directors take action or employees or directors or members of their families have interests that may make it difficult for them to perform their duties to the Company effectively. Although we cannot list every conceivable conflict, following are some common examples that illustrate actual or apparent conflicts of interest that should be avoided:

- All Company accounting records, as well as reports produced from those records, must be kept and presented in accordance with the laws of each applicable jurisdiction.
- All records must fairly and accurately reflect the transactions or occurrences to which they relate.
- All records must fairly and accurately reflect in reasonable detail the Company's assets, liabilities, revenues and expenses.
- The Company's accounting records must not contain any false or intentionally misleading entries.
- No transaction may be intentionally misclassified as to accounts, departments or accounting periods or in any other manner.
- All transactions must be supported by accurate documentation in reasonable detail and recorded in the proper account and in the proper accounting period.
- No information may be concealed from the internal auditors or the independent auditors.
- Compliance with Generally Accepted Accounting Principles and the Company's system of internal accounting controls is required at all times.

**CODE OF ETHICS** page 5**CODE OF ETHICS****VII. COMPLIANCE WITH LAWS AND ETHICS CODE**

All employees and directors are expected to comply with both the letter and spirit of all applicable governmental rules and regulations and this Code, and to report any suspected violations of applicable governmental rules and regulations or this Code to the General Counsel or the Chief Executive Officer. No one will be subject to retaliation because of a good faith report of a suspected violation. The Company provides anonymous reporting mechanisms for employees' use in reporting concerns about financial reporting, accounting or auditing matters. Employees who fail to comply with this Code or any applicable laws or regulations may be subject to disciplinary measures, up to and including discharge.

**No Rights Created**

This Code is a statement of certain fundamental principles, policies and procedures that govern the Company's employees and directors in the conduct of their roles on behalf of the Company. It is not intended to and does not create any rights in any employee, customer, supplier, competitor, shareholder or any other person or entity. Without limiting the generality of that statement, the policy does not give rise to or form part of any contract of employment or otherwise alter the "at will" status of any Company employee.

## VENDOR SECURITY POLICY STATEMENT

### VENDOR SECURITY POLICY STATEMENT

**Security Requirements**

The following summarizes Genesco's/Johnston & Murphy's security requirements as they relate to vendors.

**Statement of Principles**

- Genesco is committed to adopting appropriate and sensible security measures in all of our operations.
- Genesco chooses vendors who share the commitment.
- In its purchase contracts, Genesco requires that vendors adopt security measures recommended by the United States Customs Service and which are consistent with the Best Practices of the Footwear Distributors and Retailers Association.
- If it is determined that a vendor has failed to adopt or maintain appropriate security measures, Genesco will take action, which may include requiring the vendor to adopt specific security measures, canceling the affected contract(s), terminating its relationship with the vendor or requiring a third party review and verification of security practices.

**Vendor Approval Process**

The most important part of Genesco's compliance program is the identification of those vendors that share in Genesco's commitment to security before business is transacted. Therefore it is Genesco's policy that all suppliers and their manufacturing facilities must undergo a formal evaluation and approval process prior to the placement of orders. Vendors must agree to authorize, in advance, unrestricted access to their facilities-including the ability to conduct unannounced inspections.

**Monitoring**

Assuring vendor compliance with security measures includes the following key components and formal documentation of these activities:

- Regular inspection of all facilities.
- All purchase orders issued with clearly stated compliance requirements.
- Unannounced facility visits for the express purpose of identifying security failures.
- Regular re-certification of all facilities by Genesco personnel or agents.
- Annual notification to all active vendors of security requirements.

**Violations**

Genesco personnel or agents look for violations of security guidelines. All documented violations must be reported to the local office or agency responsible for production and quality issues and a copy to corporate headquarters ATTN.: Director of Global Sourcing & Distribution.

**Guidelines**

Genesco has adopted the Manufacturer Security Recommendations of the United States Customs Service Trade Partnership Against Terrorism and the Best Practices of the Footwear Distributors and Retailers Association.

Vendor Company Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

Country \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

## FACILITY SECURITY QUESTIONNAIRE

### FACILITY SECURITY QUESTIONNAIRE

**FACILITY NAME** \_\_\_\_\_ **LOCATION** \_\_\_\_\_

**General**

1. Is the facility a certified participant in a U.S./Foreign Customs Agency's supply chain security program(s)? Yes \_\_\_ No \_\_\_  
*If "YES", obtain a copy of the facility's certification(s) and attach to Questionnaire.*
2. Does the facility use open trucks when delivering product? Yes \_\_\_ No \_\_\_
3. Are containers inspected for damage and contamination before loading? Yes \_\_\_ No \_\_\_
4. Are delivery trucks and containers monitored by the facility during loading? Yes \_\_\_ No \_\_\_
5. Are unauthorized employees restricted from packing/loading areas? Yes \_\_\_ No \_\_\_
6. Are delivery trucks monitored during unloading? Yes \_\_\_ No \_\_\_
7. Are trucks closed and locked after loading is complete? Yes \_\_\_ No \_\_\_
8. Does the facility record and keep records of the seal and container number? Yes \_\_\_ No \_\_\_  
NOTE: Must see records at least 60 days old.
9. Does the facility control the issuing of keys, and are keys recovered when employees who have them resign or are terminated? Yes \_\_\_ No \_\_\_
10. Are locks changed when employees with keys resign or are terminated, and are the keys recovered, or if an electronic alarm is used, is the alarm code reset? Yes \_\_\_ No \_\_\_
11. Does the facility do background checks for security guards? Yes \_\_\_ No \_\_\_
12. Does the facility inspect employees entering the building, or do they restrict what they are allowed to bring into the facility? Yes \_\_\_ No \_\_\_
13. Are visitors screened before entering the facility? Yes \_\_\_ No \_\_\_
14. Does an authorized employee escort visitors, including vendors and contractors, while they are in the facility? Yes \_\_\_ No \_\_\_
15. Do security guards work 24 hours per day, 7 days per week, or does the facility have a monitored alarm system? Yes \_\_\_ No \_\_\_
16. Are there quarterly maintenance inspections on all electronic security devices? NOTE: Must have maintenance logs. Yes \_\_\_ No \_\_\_

**Outside**

1. Does the facility have adequate exterior lighting? Yes \_\_\_ No \_\_\_
2. Does the facility have a wall or fence six feet or higher, or an adequate electronic alarm systems monitored 24 hours per day 7 days per week? Yes \_\_\_ No \_\_\_
3. Are fences topped with barbed or razor wire? Yes \_\_\_ No \_\_\_
4. Are facility buildings constructed of materials that resist unlawful entry? Yes \_\_\_ No \_\_\_
5. Are there security personnel at all the entrances? Yes \_\_\_ No \_\_\_
6. Is private vehicle parking separate from shipping, loading and cargo areas? Yes \_\_\_ No \_\_\_
7. Do security personnel patrol the cargo loading yards? Yes \_\_\_ No \_\_\_
8. Are empty and loaded containers parked in the fenced area? Yes \_\_\_ No \_\_\_
9. Do security guards carry mobile phones or have access to phones to notify supervisors or law enforcement about security problems? Yes \_\_\_ No \_\_\_

**Inside**

1. Does the facility have locking devices on all outside doors? Yes \_\_\_ No \_\_\_
2. Are the doors and doorframes adequate to prevent unauthorized entry? Yes \_\_\_ No \_\_\_
3. Are windows and window frames secure with a locking device installed? Yes \_\_\_ No \_\_\_
4. Does the facility have a separate Customs zone? Yes \_\_\_ No \_\_\_

**Personnel**

1. Do all applicants fill out pre-employment application? Yes \_\_\_ No \_\_\_
2. Is the applicant's work history verified? Yes \_\_\_ No \_\_\_

**Completed By** \_\_\_\_\_ **Date** \_\_\_\_\_

Printed Name

**TERMS AND CONDITIONS OF PURCHASE BY GENESCO** page 1**TERMS AND CONDITIONS OF PURCHASE BY GENESCO INC.**

The following terms and conditions shall apply to all purchases of goods by Genesco Inc. ("Buyer") and shall form an integral and essential part of the contracts of purchase that may be entered into from time to time, as though fully set out on the face of the contract or purchase order. These terms, together with the specific information set forth on the face of a Buyer-generated purchase order (including an order transmitted by electronic data interface or other agreed-upon means), are the entire agreement of the parties, and these terms shall not be modified by any subsequent communication except one in writing, specifically referring to these Terms and Conditions of Purchase and indicating an explicit intent to modify them, signed by an authorized representative of Buyer. Seller shall notify Buyer within 3 business days after receipt of the purchase order of any term or condition of the purchase order to which Seller does not agree.

**CONTRACT**

Seller hereby agrees to sell and deliver to Buyer and Buyer agrees to purchase and accept the merchandise as described, in the quantities, at the times and at the prices specified on the face of the purchase order and upon and subject to all the terms and conditions set forth therein that do not conflict here with except as modified in accordance with the previous paragraph.

**PACKING, SHIPPING AND BILLING**

Seller shall be responsible for providing adequate packaging, packing, shipping and billing. Seller shall comply with all packaging, packing, shipping and billing requirements reasonably requested by Buyer or established by applicable laws, regulations, carrier tariffs and classifications, including without limitation those set forth in the Vendor Guide posted on the internet at ([www.genescopartners.com/jm/vendor\\_guide.php](http://www.genescopartners.com/jm/vendor_guide.php)), as it may be amended from time to time.

**DELIVERY**

Delivery shall not be deemed to be completed until merchandise shall have been actually received, inspected and accepted by Buyer. Defects are not waived by acceptance of the merchandise or by failure to notify Seller thereof. Seller agrees to cooperate with Buyer if Buyer desires to file a claim against a third party for any loss of or damage to the merchandise in transit.

**PRODUCTION REQUIREMENTS, LABOR STANDARDS**

Seller represents and warrants that all merchandise sold to Buyer hereunder has been or will be produced in compliance with the applicable requirements of federal (United States or any other national government), state and local laws, including any administrative regulations. Seller shall strictly adhere to all applicable laws and prohibitions of the country in which the merchandise is manufactured and, as applicable, to the laws of the United States with respect to Seller's production facilities, business and labor practices and such merchandise, including laws governing the working conditions, compensation and age of the work force. Seller shall not use or permit to be used illegal child or forced labor in the manufacture of merchandise. Manufacturer will provide with each shipment of merchandise a certification identifying the factory where the merchandise was manufactured and confirming compliance with the standards set forth in this paragraph and will provide such other certifications related to the subject matter of this section as Buyer may request from time to time.

**LABELING REQUIREMENTS**

All merchandise sold to Buyer hereunder shall be packaged, tagged, labeled and invoiced in compliance with applicable requirements of all federal (United States or any other national government), state and local laws, including any administrative regulations and any Federal Trade Commission rules, guides or orders applicable to the merchandise covered by the purchase order. Without limiting the generality of the foregoing, all merchandise shall be labeled, packaged, tagged and invoiced as provided in the Vendor Guide.

**TERMS AND CONDITIONS OF PURCHASE BY GENESCO** page 2**TERMS AND CONDITIONS OF PURCHASE BY GENESCO INC.****TRADEMARK**

Buyer's direction to Seller to mark or otherwise label any merchandise produced by Seller with a trade name or a trademark of, or any reference to, Buyer ("Trademark") is expressly limited to merchandise sold to Buyer, and Seller agrees not to sell or otherwise dispose of any merchandise bearing any Trademark to any other person without first removing the Trademark or obtaining Buyer's express written consent.

**TAXES**

The prices set forth in the purchase order include all applicable federal (United States or any other government), state and local taxes, if any, whether or not such taxes are set forth separately or invoiced to Buyer, except for state and local sales and use taxes which are levied on the sale of the merchandise at retail and measured by the Contract or sales price to the ultimate consumer.

**WARRANTY**

Seller represents and warrants that all merchandise sold to Buyer under the purchase order in which these terms and conditions are incorporated shall be merchantable and conform to the specifications set forth herein or otherwise applicable to such merchandise and shall be ready for shipment at the times and in the quantities herein specified.

**INDEMNITY**

Seller agrees to protect, defend and hold harmless and indemnify Buyer from and against any and all claims, actions, liabilities, losses, costs and expenses (1) arising out of any actual or alleged infringement or any patent, trademark or copyright by any merchandise sold to Buyer hereunder or any unfair competition involving such merchandise, or (2) arising out of any actual or alleged death of or injury to any person, damage to any property, or any other damage or loss by whomsoever suffered resulting or claimed to result in whole or in part from any actual or alleged defect in such merchandise, whether latent or patent, including actual or alleged improper construction or design of such merchandise or the failure of such merchandise to comply with any specifications or with any expressed or implied warranties of Seller, or (3) arising out of any actual or alleged violation by such merchandise, or its manufacturing, possession, use or sale, of any law, statute or ordinance or any governmental administrative order, rule or regulation, (4) arising out of Seller's assembly or manufacture of merchandise covered by this Contract or (5) arising out of Seller's breach of any of its obligations hereunder. These agreements and obligations of Seller shall not be affected or limited in any way by Buyer's extension of expressed or implied warranties to its customers.

**BUYER'S REMEDIES**

All merchandise not merchantable or not in compliance with the specifications hereof, or shipped contrary to instructions, or in excess of the quantities herein provided, or substituted for merchandise described in the purchase order or not shipped in containers or with labels, bar codes and the like conforming to Buyer's specifications (or in the absence of such specifications, in recognized standard containers conforming to carriers' specifications), or allegedly violating any statute, ordinance or administrative order, rule or regulation, or not packaged, tagged, labeled, invoiced or stamped in compliance with any federal (United States or any other government), state or local law, rule or regulation, or allegedly infringing any patent, trademark or copyright, or allegedly involving any unfair competition, may be rejected by Buyer and returned or held at Seller's expense and risk. Buyer may charge to Seller all expense of unpacking, examining, repacking, storing and re-shipping of any merchandise rejected as aforesaid. Buyer's right to reject and return or hold merchandise at Seller's expense and risk shall, without limiting such right, extend to merchandise sold to Buyer hereunder which is returned by Buyer's customers for any reason entitling Buyer to reject. Buyer may, at its option, require Seller to grant a full refund or credit to Buyer, in lieu of replacement, with respect to any item which Buyer is entitled to reject hereunder. Buyer shall have the right to cancel this Contract, or any part thereof, or all or any part of its obligations hereunder, if Seller does not have merchandise which is merchantable and conforming to specifications ready for shipment in the quantities and at the times herein set forth, or if it should be alleged that merchandise to be sold to Buyer hereunder infringes any patent, trademark or copyright or is manufactured to be sold to Buyer in violation of any statute, ordinance or administrative order, rule or regulation, or if Seller shall refuse to furnish appropriate guaranties to protect Buyer as permitted by any law, rule or regulation.

**TERMS AND CONDITIONS OF PURCHASE BY GENESCO** page 3

**TERMS AND CONDITIONS OF PURCHASE BY GENESCO INC.**

**DEFINITIONS**

The term "merchandise" as used herein shall include all packaging and containers employed in connection therewith and any literature pertaining to such merchandise. The term "specification" as used herein shall mean all, or any part of, the detailed description of merchandise agreed upon by Seller and Buyer. Any such specification shall be in writing. By agreeing to and using any such specification or any design, product, modification or other manufacturing or product suggestion, whether originating with Buyer or otherwise, Seller agrees that it adopts as its own, accepts full responsibility for, and relieves Buyer of all responsibility for such specification, design, modification or suggestion.

**MISCELLANEOUS**

All rights and remedies are cumulative and the exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein or by law.

Time is of the essence of this Contract.

This Contract shall be governed by the laws of the State of Tennessee, United States of America, without reference to its choice of law rules.

\_\_\_\_\_  
Vendor Authorized Representative

\_\_\_\_\_  
Date

## PRE-PRODUCTION PROCEDURES

For procedures applicable to confirmation samples, fit trials and first casework audits, please refer to guidelines in the applicable Product Category Standards Guide.

## PURCHASE ORDER PROCEDURES

### PURCHASE ORDER

Purchase order documents will be sent via email to the agent/vendor. These documents consist of:

- **CONTRACT OF PURCHASE ORDER** 32

- **SIZE SHEET** 33

Agent/vendor is to confirm requested ship date within three working days. If agent/vendor cannot confirm requested dates, we then need to know the confirmed date that the order can be shipped.

### VENDOR TRACKER REPORT 34

Each week, by Thursday, the agent/vendor is to send an updated Vendor Tracker Report with any revised ship dates for all open orders. For footwear, tracker report should be emailed to the footwear Assistant. For non-footwear, tracker report should be emailed to the non-footwear Assistant. This should also include the actual ship date of all Purchase Orders that were shipped the previous week. Once the agent/vendor confirms the expected ship date of a Purchase Order, this becomes the confirmed ship date. If an order is delayed for more than five working days from this confirmed ship date, the vendor may be asked to ship this Purchase Order via air at their expense. All orders sent via air at vendor's expense must be sent via Johnston & Murphy's Freight Forwarder. Once a Purchase Order is turned over to our Freight Forwarder, the vendor should send via email a copy of the Invoice and Packing list to the Assistant responsible for the category and the Production Manager of Johnston & Murphy.

**CONTRACT OF PURCHASE ORDER**

**Genesco Inc. Purchase Order**

Division: Johnston and Murphy

Print Date: 5/22/08

Purchase Order Number: 84 - 1500

Vendor Information:		Shipping Information:	
Vendor:		Ship To:	
JOHNSTON & MURPHY GENESCO INC., FAYETTEVILLE WAREHOUSE 1501 WINCHESTER HWY FAYETTEVILLE, TN 37334		JOHNSTON & MURPHY Contact: Buyer: Bernard Brock, 7301 Country of Origin: HK Destination Country: US PO Date 2008/05/08 Shipping Confirmation #:	

Stock Number	Vendor Sk. NO.	Not Before	Not After	ETA	Unit Cost	Total Units	Total Cost	Color	Description	Retail Price	Label Code
46-12217	119-1000	2008/08/01	2008/09/15	2008/09/15		200		BLACK	SNAPBILL TILL		NF
46-12113	112-1205	2008/08/01	2008/09/15	2008/09/15		200		MAHOGANY	WE ID C CASE		NF

Created By: BBROCK  
 All purchase orders subject to: The "Terms and Conditions of Purchase of Genesco, Inc." agreement. This Purchase Order is also subject to compliance with Genesco's "Engagement Policy" and "Engagement Standards"

Create Date: 2008-05-08  
 Total Units: 400  
 Total Cost: Currency: USD

SIZE SHEET

Division: Johnston and Murphy  
Print Date: 5/28/08

**Genesco Inc. Purchase Order**

Purchase Order Number: 84 - 1504

General Information

Vendor #: \_\_\_\_\_  
 Contact : \_\_\_\_\_  
 Terms: WT  
 Buyer: Roger Underwood, 7479  
 Country of Origin: CN  
 Destination Country: US  
 PO Date 2008/05/28  
 Shipping Confirmation #: \_\_\_\_\_

---

Vendor Information:

Vendor: JOHNSTON & MURPHY  
 GENESCO INC., FAYETTEVILLE WAREHOUSE  
 1501 WINCHESTER HWY  
 FAYETTEVILLE, TN 37334

Shipping Information:

Ship To: \_\_\_\_\_

Not Before: 2008/07/01    Not After: 2008/07/20    ETA: 2008/08/21  
 Genesco: Pattern & Color: 2ROW EDGSTBR    Label Code: BE  
 Collection: APPAREL    Retail: \_\_\_\_\_

---

Width	026	028	030	032	034	036	038	040	042	044	046	048	050	Units/ Case	No. Units	Total Unit Cost	
C	42	193	313	269	149	78	56							12	92	1100	
<b>Totals</b>																	<b>1100</b>

---

Cost: Stock Number: 75-6303  
Color: BROWN

Create Date: 2008-05-28    Total Units: 1100    Total Cost: \_\_\_\_\_  
 Currency: USD

All purchase orders subject to: The "Terms and Conditions of Purchase of Genesco, Inc." agreement. This Purchase Order is also subject to compliance with Genesco's "Engagement Policy" and "Engagement Standards"

PURCHASE ORDER PROCEDURES SIZE SHEET



## QUALITY CONTROL PROCEDURES

The Quality Control Department will inspect 2% to 5% of each production shipment. They will inspect for all defects and any variation from standard.

- MINOR DEFECT - Any deviation from standard which may not be detectable by the customer and would be something that the agent/vendor should correct for the next shipment of production.
- MAJOR DEFECT - Any deviation from standard that the customer would find unacceptable and prevent the sale of the product.
- CRITICAL DEFECT - Any deviation from standard that would cause harm to the customer.

Merchandise with minor defects will not be included in the quality audit. The merchandise will be accepted into inventory and the agent/vendor will be notified so that corrections can be made for the next shipment. Major and critical defects will be included in the quality audit and will result in damaged goods. Damages will be charged back to the vendor. Major and critical defects may also result in a 100% inspection of the inventory. The Quality Control Department will issue weekly reports of the quality audit.

## PACKAGING AND LABELING REQUIREMENTS

For procedures applicable to packaging and labeling, please refer to guidelines in the applicable Product Category Standards section of the Genesco Partners website.

## SHIPPING PROCEDURES

The following shipping documents for production goods, with the exception of goods that are purchased on a landed basis, are required to be turned over to J&M's Freight Forwarder, and a copy should be emailed to the Production Manager and the Assistant responsible for the category.

### ▪ COMMERCIAL INVOICE

The commercial invoice should contain the name, address and bank information of the vendor. This should include the purchase order number listed with the stock number, quantity and value. The vendor should also send via email a copy of the commercial invoice to the Production Manager and the Assistant responsible for the category.

### ▪ INTERIM FOOTWEAR INVOICE (IFI)

For footwear, the IFI is an additional invoice required by U.S. Customs. It is used to determine the correct footwear classification. The Assistant prepares the IFI for each new stock number. The IFI is prepared before the Purchase Order is released and the Sourcing Department forwards a copy of the IFI to the vendor. With each shipment, the factory produces a copy of the IFI, signs it, completes the date and forwards a copy of the IFI to the Freight Forwarder. For non-footwear, an IFI is not required.

### ▪ GENERAL CONFORMITY CERTIFICATION (GCC)

A GCC Form is required for apparel and must be submitted at the time of shipment. Copies of the GCC Form are located within the FORMS section of this site. A GCC is not required for footwear or other non-apparel categories.

### ▪ U.S. CUSTOM'S IMPORTER SECURITY FILING (ISF/10+2)

An ISF Form must be submitted for all ocean freight shipments prior to shipping. Copies of the ISF Form are located in the FORMS section of this site.

### ▪ PACKING LIST

The packing list itemizes the contents of the shipment and is generated by the vendor.

1. The packing list must be attached to the first carton of each shipment.
2. A copy of the packing list is to accompany the shipping documents provided to the freight forwarder.
3. An electronic copy of the packing list is sent via email to the Production Manager and the Assistant responsible for the category.

At least one week prior to X Factory contact Freight forwarder (reference page 40-42) to secure vessel bookings.

## SHIPPING PROCEDURES (continued)

### ▪ FORWARDER'S CARGO RECEIPT (FCR)

This document is prepared by the Forwarder. The Forwarder sends one copy to the Broker and another copy to the Genesco Corporate Logistics Department. It is required for the execution of the payment. It is not required by U.S. Customs, but is required by the Genesco Corporate Logistics Department as a control document.

The FCR Document contains the following:

- FCR Date
- Vessel
- Sailing Date
- Port of Loading
- Port of Discharge
- Place of Delivery
- Purchase Order Number
- Quantity of Cartons

## JOHNSTON & MURPHY UPS SHIPPING PROCEDURES

In order to ensure all UPS sample shipments are cleared quickly and accurately with US Customs and Border Protection, the following requirements for commercial invoices, UPS waybills, and documents need to be implemented immediately.

### ▪ COMMERCIAL INVOICES

These are to be addressed in the following manner:

**Genesco**  
c/o Johnston & Murphy  
Contact person (name & room number)  
1415 Murfreesboro Road  
Nashville, TN 37217

### ▪ UPS WAYBILLS

These are to be addressed as above with the exception of shipments set for warehouse delivery.

Warehouse shipments should be addressed as:

**Genesco**  
c/o Johnston & Murphy  
Contact person  
1501 Winchester Hwy  
Fayetteville, TN 37334

#### OR

**Genesco**  
c/o Johnston & Murphy  
Contact person  
1101 63rd Ave North  
Nashville, TN 37209

### ▪ DOCUMENTS

Each shipment must contain the following documents, in English:

- Commercial Invoice-include UPS acct # 47WA73, description of items shipped
- Packing List
- IFI (for footwear only)
- GCC (for apparel only)
- Certificate of Origin from Dominican Republic, Mexico, and Peru
- Fish & Wildlife Certificate, if needed

The invoice submitted for shipment must match the invoice submitted to Genesco for payment; the cost must be the same on both invoices. These documents are required by law and must be provided to UPS on every shipment. Prior to shipping, a copy of all shipping documents is to be sent via email to Leigh Hansford at [lhansford@genesco.com](mailto:lhansford@genesco.com).

## FREIGHT FORWARDER CONTACT INFORMATION

WHEN SHIPMENTS ARE READY TO X-FACTORY PLEASE CONTACT ONE OF THE FOLLOWING GENESCO FREIGHT FORWARDERS.

### UNITED STATES

#### Angela Gandy

Phone: 615-367-8234

Fax: 615-367-7157

Email: traffic@genesco.com

### HONG KONG / YANTIAN / SHENZHEN, CHINA

Damco Hong Kong Limited

Contact Person: Yogurt Song

Phone: 86-755-25021000

Fax: 86-755-25022098

Email: yogurt.song@damco.com

Backup: Zhi Kang Huang

Backup Email: zhi.kang.huang@damco.com

Damco Hong Kong Limited (Air)

Contact Person: William Ka Yu Mok

Phone: 852-3765-4751

Fax: 852-2237-4879

Email: william.mok@damco.com

### Shanghai, China

Damco China Limited

Contact Person: Rita Bao

Phone: 86-21-23062000

Fax: 86-21-23061150

Email: rita.bao@damco.com

Backup: Prairie Wang

Backup Email: prairie.wang@damco.com

Damco China Limited (Air)

Contact Person: Gabriel Cong Lan Yang

Phone: 86-21-23083325

Fax: 86-21-23061068

Email: cong.lan.yang@damco.com

### XIAMEN, CHINA

Damco China Limited (Ocean Dept)

Contact Person: Hans Liu

Phone: 10 (0592) 8126888

Fax: 10 (0592) 8126994

Email: liu.hans@damco.com

Backup: Anna Na Guo

Backup Email: anna.guo@damco.com

Damco China Limited (Air Dept)

Contact Person: Vicky Ci Wen Guo

Phone: 86-592-8126892

Fax: 86-592-8126942

Email: vicky.guo@damco.com

### QINGDAO, CHINA

Damco China Limited

Contact Person: Rita Fang Bao

Phone: 86-28-86062000

Fax: 86-852-22374832

Email: rita.bao@damco.com

Damco China Limited (Air Dept)

Contact Person: Angel Fan

Phone: 86 (532) 80951825

Fax: 86 (532) 83104663

Email: angel.fan@damco.com

## FREIGHT FORWARDER CONTACT INFORMATION

WHEN SHIPMENTS ARE READY TO X-FACTORY PLEASE CONTACT ONE OF THE FOLLOWING GENESCO FREIGHT FORWARDERS.

### DOMINICAN REPUBLIC

Dominican International Forwarding n International  
Forwarding Torre B&R,  
Ave. Abraham Lincoln #504  
Santo Domingo, DN, República Dominicana  
Contact Person: Ruben Martinez  
Phone: (809) 566-4333  
Fax: (809) 683-6087  
Email: info@dif.com.do

Calle Dr. Arturo Grullón  
Esq. José O. García  
Plaza Haddad, Suite 101  
Jardines Metropolitanos  
Santiago, República Dominicana  
Phone: (809) 971-5494  
Fax: (809) 971-4529  
Email: zona.norte@dif.com.do

### NHAVA SHEVA / TUTICORIN, INDIA

Damco India Private Limited  
Contact Person: Amita Jain  
Phone: 91 24 6631281  
Fax: 91 24 6630000  
Email: indlogielnam@maersk-logistics.com

### MADRAS / CHENNAI, INDIA

Damco India Private Limited  
Contact Person: S. Dilip Kumar  
Phone: 91-44-66302368  
Fax: 91-44-66302402  
Email: dilip.kumar@damco.com

Damco India Private Limited (Air)  
Contact Person: Ganesh Kumar  
Phone: 91-44-66302379  
Fax: 91-44-66302400  
Email: ganesh.kumar@damco.com

### NEW DELHI, INDIA

Damco India Private Limited  
Contact Person: Sudhanshu Mishra  
Phone: 91 24 6631243  
Fax: 91 24 6631300  
Email: nwdlogielnam@maersk-logistics.com

### SURABAYA, INDONESIA

PT. Damco Indonesia  
Wisma Bll, 12th Floor  
Jl. Pemuda No. 60-70  
Surabaya, Indonesia 60271  
Email: sublognam@maersk-logistics.com

### JAKARTA, INDONESIA

PT. Damco Indonesia  
Menara Batavia, 15th Floor  
Jl.K.H. Mas Mansyur Kav. 126  
P.O. Box 4053  
Jakarta, Indonesia 10220  
Contact Person: Erry Susilo  
Phone: 62-21-30065765  
Fax: 62-21-5745180  
Email: erry.susilo@damco.com

### HO CHI MINH CITY, VIETNAM

Damco Vietnam Limited  
Contact Person: Thi Minh Hanh Pham  
Phone: 84-8-5203584  
Fax: 84-8-8233516  
Email: hanh.pham@damco.com

### CHITTAGONG, BANGLADESH

Damco Bangladesh Limited  
Contact Person: Muhammed Jamil Hossain  
Phone: 880-02-9888986 ext. 326  
Fax: 880-02-8834794  
Email: jamil.hossain@damco.com

## FREIGHT FORWARDER CONTACT INFORMATION

WHEN SHIPMENTS ARE READY TO X-FACTORY PLEASE CONTACT ONE OF THE FOLLOWING GENESCO FREIGHT FORWARDERS.

### ITALY

Albatrans  
Via del Botteghino, 19  
50018 Scandicci  
Florence, Italy  
Contact Person: Carla Grazzini  
Phone: 011-39-055-7311071  
Fax: 011-39-055-7311072  
Email: alba11@albatrans.com

### SPAIN

Savino del Bene  
Avda. Mare Nostrum 6  
03007 Alicante, Spain  
Contact Person: David Martini  
Phone: 34-96-511-5159

### PORTUGAL

Savino del Bene  
Rua De Cidres 1644-2 Andar  
(Edificio Sobritos)  
4460 Perafita, Portugal  
Contact Person: Luisa Gouveia  
Phone: 351-222-999-7300

### THAILAND

Damco Logistics (Thailand) Limited  
41st Floor, River Wing East  
Empire Tower, 195 South Sathorn Road.  
Yannawa, Sathorn  
Bangkok, Thailand 10120  
Contact Person: Voranuj Ekman  
Phone: +66 (2) 7529213  
Fax: +66 (2) 7529950  
Email: thalognam@maersk-logistics.com

### BRAZIL

Intercargo

*Below is the contact information for their various locations:*

- **RIO GRANDE DO SUL (PORTO: RIO GRANDE – RS)**  
Mapper Logistica de Comercio Exterior Ltda.  
Rua Corte Real, 51 – Sala 302 – Centro  
Novo Hamburgo - RS  
Phone/Fax: (0XX) 51-3593-3323  
Email: marcelo@mapperlog.com.br or  
patricia@mapperlog.com.br  
Contacts: Sr. Marcelo or Srta. Patricia
- **PARANA (PORTO: PARANAGUA – PR)**  
Expoente Assessoria SA Ltda.  
Rua Rodrigues Alves, 372 – Bairro: Costeira  
Paranagua - PR  
Phone/Fax: (0XX) 41-3422-7354  
Email: expoentepng@uol.com.br  
Contact: Sr. Hermogenes
- **CEARA (PORTO: PECEM – FORTALEZA – CE)**  
Brok Logistica Ltda.  
Av. Deputado Paulino Rocha, 155 - Cajazeiras  
Fortaleza - CE  
Phone: (0XX) 85-3295-7545  
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Contact: Roberto C. Silva

## VENDOR COMPLIANCE POLICY

Our Vendor Compliance Policy is intended to recover the additional costs incurred by Johnston & Murphy resulting from shipments that do not meet our requirements. Below you will find the listing of matters subject to processing charges and the applicable processing charge rate.

### PACKAGING AND LABELING VIOLATIONS

Merchandise missing U.P.C. ticket or label	\$25.00 per case plus \$0.50 per unit
Incorrect U.P.C. ticket or label on merchandise	\$25.00 per case plus \$0.50 per unit
Illegible U.P.C. ticket or label	\$25.00 per case plus \$0.50 per unit
U.P.C. ticket or label affixed improperly	\$25.00 per case plus \$0.50 per unit
Incorrect or missing retail on U.P.C. tickets or label where required	\$25.00 per case plus \$0.50 per unit
Incorrect product description or information on U.P.C. ticket or label	\$25.00 per case plus \$0.50 per unit
Missing case label	\$25.00 per case
Packing case label and contents do not agree	\$25.00 per case plus \$.050 per unit
Mismates packed in box	\$25.00 per case plus cost of goods
Box / package with incorrect or no packing materials	\$25.00 per case plus \$0.50 per unit

### DAMAGED ITEMS

Incorrect or missing product labeling or marking	\$25.00 per case plus \$0.50 per unit plus cost of damaged goods
Purchase Orders that require Special QC Inspection	\$13.00 per hour inspection charge plus \$250.00 per purchase order plus cost of damaged goods

## CONTACTS

### JOHNSTON & MURPHY ▪ CORPORATE OFFICE

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## CONTACTS

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