Genesco
LICENSED BRANDS

SOURCING & PROTOCOL MANUAL

UPDATED: July, 2026

PROPERTY OF GENESCO LICENSED BRANDS, a GENESCO Company

Genesco
LICENSED BRANDS

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INTRODUCTION TO GENESCO LICENSED BRANDS (GLB) FOOTWEAR

The purpose of GLB Sourcing & Protocol Manual is to state, as clearly as possible, the expectations and requirements held by GLB Footwear. We believe GLB Footwear, and our manufacturing partners, will benefit from this outline of business requirements and presentation of pertinent information.

We will take this opportunity to address all of GLB policies and expectations as they relate to the Sourcing, Development, and Production aspects of GLB Footwear. We anticipate questions from our manufacturing partners and welcome them, along with any suggestions for improvement that you might have.

In addition, GLB intends for this to be a “working” document so please be patient with the changes and/or additions that you may receive from time to time.

GLB expects its manufacturing partners to adhere to each policy defined within this manual. If there are specific areas you simply cannot comply with, it will be necessary to receive special dispensation from a member of GLB Product Development or Sourcing teams. Please be certain to obtain written confirmation of this special dispensation; and keep a copy of the written correspondence with your copy of GLB Sourcing & Protocol Manual.

Finally, we ask that a representative for each manufacturing partner sign in the space provided below and return a copy of this cover page to the Genesco Licensed Brands Sourcing Director. This procedure will ensure that GLB has provided each of its manufacturing partners with all the information necessary to build a successful business relationship with GLB Footwear.

As a representative of _____ (Full Name of Factory or Agent), I acknowledge receipt of the Genesco Licensed Brands Sourcing and Protocol Manual.

I have read and understand the policies and procedures outlined in the Genesco Licensed Brands Sourcing and Protocol Manual and agree that our company and manufacturing facilities are in full compliance with the expectations published in this manual and will remain in compliance at all times.

Name of Authorized Officer (Print):

_____

Title/Position:

_____

Signature:

_____

Date (MM/DD/YY):

_____

Stamp

VENDOR SETUP GUIDELINES

All factories and payees must be set up and issued a vendor number prior to any purchase orders being issued.

There are several forms that need to be filled out to get this accomplished. GLB Sourcing team will send these forms (see International Forms Section of Routing Guide for digital copies).

The factory must fill out the following with the owner's signature:

- Manufacturing Agreement
- C-TPAT Acknowledgment
- C-TPAT Questionnaire
    - This must include backup pictures for some of the processes requested on the form
- New Vendor Setup Form

The Payee/Vendor must fill out the following with the owner's signature:

- Manufacturing Agreement
- Tax Form

In addition to these forms, there will be an online form sent to the owner of the payee/vendor company for due diligence from support@kreller.com. This is a background check that is necessary to ensure companies that work with GLB follow ethical business practices. This form is only in English so please be prepared to copy someone that can help with translation if necessary. The below information must be provided to GLB Sourcing team for this form to be sent:

- Owner's full legal name
- Owner's email address

The setup process cannot be completed, and purchase orders cannot be created, until the due diligence process is completed and approved.

PRODUCT DEVELOPMENT GUIDELINES

INTRODUCTION

Our vision is that Genesco Licensed Brands, which include Dockers®, Bass, Levis, and Starter, will be the preferred men's and women's casual lifestyle brands in the moderate footwear market. To achieve this vision, the Product Development team must first consistently deliver fashionable, moderately priced footwear that is consistent with each brand vision.

We believe that by providing our vendors with this Development information, and our goals, beforehand, we can both benefit. It is our intention to address every aspect of the Development process; however, we realize that questions will arise from time to time. We ask that you contact us at any time during the Development process for clarification.

Each vendor will be expected to follow the guidelines set forth in this Development Manual. If you find specific areas where you cannot comply, and wish to receive special dispensation, it will be necessary for you to receive written approval from the Vice President, Product Development.

Genesco Licensed Brands will develop specific programs with each factory in good faith and exercise the highest level of ethical standards in doing so. However, development of a collection with you does not guarantee that it will make the line or result in a program being placed with your factory immediately.

OVERVIEW

I. Invoicing & Shipping Requirements
II. Sample Shipping Documentation Requirements
III. Logo Placement and Color Standards
- **A.** Dockers
- **B.** Levi's
- **C.** Bass
- **D.** Starter
- **E.** PONY
- **F.** Etonic

IV. The Sample Request Process
V. Development Sample Requirements
VI. Salesman Sample Requirements
VII. Other Miscellaneous Samples

I. INVOICING & SHIPPING REQUIREMENTS

It is the intention of Genesco Licensed Brands to be aligned as partners with our vendors and feel this is an area that can strengthen this partnership. Therefore, we intend to pay all invoices in a timely manner. In order for us to follow through with our intentions, it will be necessary for you to follow this Sample Invoice Procedure:

- Invoice must have the parcel shipping company (FEDEX, Etc.) and tracking number listed on the invoice.
- All shipping documents must be attached for reference.
- All samples must be billed at the First Cost for payment and Customs purposes. If you submit a lower cost on the Customs Invoice, we will have to pay you this amount for the samples.
- Invoices must be submitted within 30 days of sample shipment
- All invoices for payment must be sent to Nashville via FedEx, attention Ragan Barnett with the Sourcing Director on CC.
- DO NOT send duplicate invoices for any reason
- DO NOT email invoices along with Payment Schedule Reminders as this only causes confusion

If the above policy is not followed, we reserve the right to decline payment of invoices.

It is the policy of Genesco, and Genesco Licensed Brands, to incur the following Development expenses:

- Shipping costs for Development Samples
- shipping and sample costs for correct FFANY and Salesman Samples
- shipping and sample costs for Promotional Samples or Miscellaneous Samples

Genesco Licensed Brands will not pay for the following samples:

- Development Samples
- Make-up Samples
- Confirmation Samples
- Fit / Wear Trials
- Incorrect Samples

It is our position that these samples should be provided at the factory's expense, as part of the Development and Commercialization Process.

II. SAMPLE SHIPPING DOCUMENTATION REQUIREMENTS

1. Samples should be shipped via FedEx, unless specifically instructed to use an alternate courier. If you encounter problems while working with FedEx, please contact Genesco – Logistics Department for assistance. Your contact is parcelimports@genesco.com.

2. You must use the appropriate First Cost for samples when filling out Customs Invoices and Shipping Documents. Do not use a generic sample cost (i.e., $5.00 for all samples), use actual costs of samples. The cost MUST Match the invoice billed to Licensed Brands.

   NOTE: Samples are not to be shipped "freight collect" at any time; as these only delays delivery.

3. When the sample is shipped, provide the following information to the parcel carrier and email shipping documentation to GLB, attention: Product Development Coordinator and Parcelimports@genesco.com.

   - A copy of the original Sample Request Form with the FOB price filled in
   - SAMPLE Commercial Invoice
   - Packing List
   - IFI
   - Fish and Wildlife Certificate (if applicable)
   - Tracking

III. THE SAMPLE REQUEST PROCESS

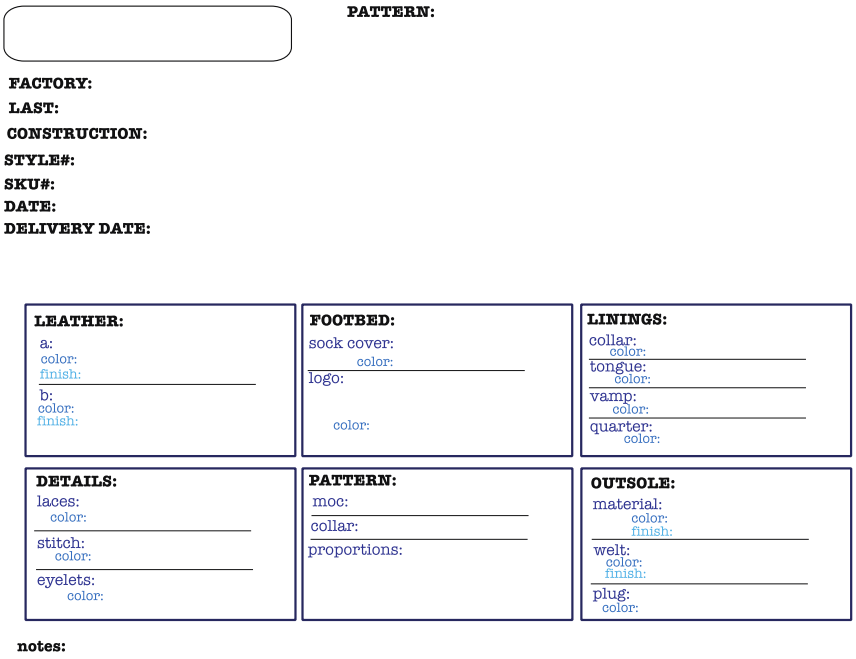
The Sample Request Process will be started by Genesco Licensed Brands with a Detail Sheet (see below) issued by Product Development. Included with this form will be all the necessary reference materials needed to develop a program successfully. You can expect these materials to include shoe samples, fabric swatches, etc. ***It will be required that all Development materials given to a factory be returned when the requested Development Samples are submitted to Dockers® Footwear.***

GLB will make every effort to deliver the Detail Sheet to our vendors several weeks prior to the expected delivery date outlined on the form. If the requested delivery date presents a problem, this matter should be discussed within the first week of development.

Any changes to materials, pattern designs, etc., that have been specified on the Detail Sheets must be approved, ***in writing***, by the brand Product Development Manager.

NOTE: Development for ALL Brands executed size listed:

- **Dockers® Footwear -men's size 8 Medium**



IV. DEVELOPMENT SAMPLE REQUIREMENTS

1. Samples must arrive in Nashville on, or before, the requested delivery date outlined on the Detail Sheet

2. Samples should reflect all details as set forth in the Detail Sheet

3. Samples should be shipped in 1 pair lots, no 1/2 pairs, unless otherwise instructed. This will allow GLB to return a 1/2 pair to you should it be necessary to make sample corrections

4. GLB Label should be attached to all Development Samples (see page 9). These sample tags should be placed inside a small plastic sleeve and attached to each sample with a plastic fastener. Place the fastener through the top eyelet of each sample. For shoes without eyelets, the fastener may be secured through the inside quarter, near the topline, of each shoe.

NOTE: Tannery/Material Supplier Name, Leather/Material Name, and color MUST be included on all Sample Labels. Always include information for actual materials used in the corresponding sample. If samples are not labeled correctly and thus ordered with the wrong specifications GLB will not be responsible for cost.

5. Samples should be shipped to:

Genesco Licensed Brands
ATTN: Michael Blankinship
535 Marriott Drive
11th Floor
Nashville, Tennessee 37214
ATTN: Product Development
DEVELOPMENT SAMPLES
*Please indicate which brand on label

DOCKERS Bass CHAPS

☐ ☐ ☐

GLB SAMPLE LABEL

DATE: SIZE:

☐SALESMAN SAMPLE ☐DEVELOPMENT
☐ OTHER_____

STYLE NAME: _____
STOCK #: _____
FACTORY
LAST #/ NAME: _____
PATTERN #: _____
CODE:_____

UPPER MATERIAL: _____
THICKNESS: _____
SUPPLIER: _____
UPPER COLOR: _____

OUTSOLE #/ NAME: _____
COLOR: _____

_____
SIGNATURE (DATE)

V. SALESMAN SAMPLE REQUIREMENTS

1. Salesman Samples will be ordered after Product Development has approved a "Final Development Sample."

2. The balance of the samples should be shipped through FedEx to Chapel Hill, TN (DC) (see Dockers® Sourcing & Protocol Manual, Section 9) in time to hit our requested delivery date. Ship these samples to:

   Genesco Licensed Brands
   Chapel Hill Warehouse
   Highway 31A
   Chapel Hill, TN 37034
   ATTN: Diane Beaty
   (SALESMAN SAMPLES-HOLD IN CAGE FOR DOCKERS® PRODUCT DEVELOPMENT)

3. GLB Salesman Samples should not have labels placed on the shoes. However, the inner boxes should have brand SKU written on the end of the box. GLB stock number should be placed on the end of each carton shipped to Chapel Hill Warehouse. In addition, the sample date and brand stock number should be placed inside each shoe (Packing & Labeling Information in GLB Sourcing & Protocol Manual, section 7).

4. GLB Footwear will pay all shipping and sample costs for ***correct*** FFANY and Salesman Samples. Any **incorrect** FFANY or Salesman Samples will be disposed of by GLB Footwear **OR** returned to you at your expense.

NOTE: If you want the incorrect samples returned, you must advise GLB Product Development Manager in writing. A selected courier and corresponding account number must be included with this written notice. This written notice must be received within Five (5) business days of receipt of incorrect samples.

VI. OTHER MISCELLANEOUS SAMPLES

MAKE-UP SAMPLES

All Make-Up opportunities will be coordinated by GLB. The process will flow as follows:

1. GLB Development will forward a Detail Sheet, and reference samples to you. Factories will be asked to prepare samples and costs as soon as possible. (As we will generally be using available lasts, materials, etc. We would expect the lead-time to be 10-14 days.)

2. When the sample is completed, it should be shipped to:

   Genesco Licensed Brands
   535 Marriott Drive
   11th Floor
   Nashville, Tennessee 37214 USA
   Attn: Product Development Manager

NOTE: *GLB will typically request 2 pairs of samples in a make-up situation; in order to provide samples to all the appropriate parties (i.e., Buyer, Sales Representative, Sales Management, and Sourcing)*

PROMOTIONAL SAMPLE REQUIREMENTS

These samples are requested once per season, and are used by our Marketing Department, as well as by various trade publications. These size 11-12 samples are generally used to outfit models for photo shoots, which in turn leads to free publicity for GLB, and our vendor's products.

Please ship these samples to the Nashville office, attention Product Development Coordinator, PROMOTIONAL SAMPLES.

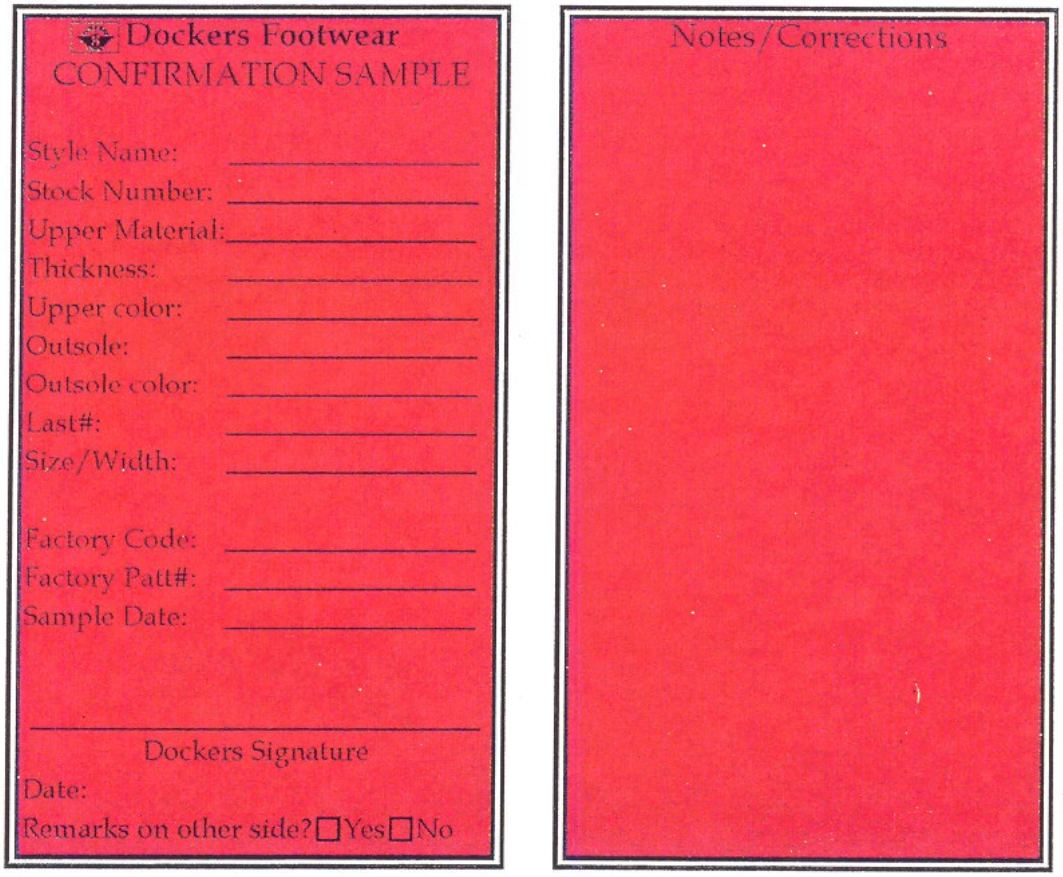
NOTE: *These size 11 samples will be ordered, and delivered to Nashville, before the line has been finalized. Occasionally this results in size 11 molds and lasts being opened, but never used for production. GLB realizes this and will take responsibility for the additional last and mold costs.*

CONFIRMATION SAMPLE REQUIREMENTS & PROCEDURES

GLB Footwear requires Confirmation Samples for every stock number to be approved prior to proceeding with a purchase order. The purpose of this Confirmation Sample is to provide a picture of production. The Confirmation Sample is the norm to follow in production. Each aspect of the confirmation sample – appearance, construction, and quality – is to be represented by the shoes in production. It is your responsibility to deliver Confirmation Samples accurately, and in a timely manner, so that production dates are not delayed.

SPECIFIC REQUIREMENTS

1. Confirmation samples are to be made with, and use the same components and materials as, the sales samples.
2. Confirmation Samples are to be marked with “RED” Confirmation Sample Labels. The ends of the inner boxes should also be marked “CONFIRMATION SAMPLE” so they may be identified easily (see example page 2 of this section).
3. Each Confirmation Sample will be accompanied by a Specification Sheet and shoe dimension chart (see example see pages 3 & 4 of this section). GLB Technical Director will provide each factory with blank copies of the Specification Sheet to be completed for each stock number. The factory must ensure that each shoe produced will contain the identical components and construction details as listed on the Specification Sheet.
4. For programs that are recurring, GLB requires that a new confirmation sample be signed every 2 years to ensure standardization. At or around the 2-year mark, a GLB Technical Director may pull and sign 2.5 pair from current production to act as the new CFM samples. This process may be carried out prior to 2 years if GLB or a GLB representative sees a need for it.



Dockers Footwear
CONFIRMATION SAMPLE

Style Name: _____
Stock Number: _____
Upper Material: _____
Thickness: _____
Upper color: _____
Outsole: _____
Outsole color: _____
Last#: _____
Size/Width: _____

Factory Code: _____
Factory Patt#: _____
Sample Date: _____

_____
Dockers Signature
Date:
Remarks on other side? ☐ Yes ☐ No

Notes/Corrections

DOCKERS FOOTWEAR SPECIFICATION

FOOTWEAR COMPONENTS AND SPECIAL INSTRUCTIONS

SHOE NAME : _____ ORDER NUMBER: _____ ISSUE DATE : _____

SRF NUMBER: _____ FACTORY PATTERN# : _____ REVISED: _____

COLLECTION: _____ GENDER/LAST : _____

6	PART	MATERIAL	TYPE OF MATERIAL	THICKNESS	COLOR	SUPPLIER
U	VAMP					
P	TONGUE					
P	EYESTAY					
E	QUARTER					
R	BACKSTAY					
	COLLAR PIPING					
	EYESTAY PIPING					
	TONGUE LOGO PATCH					

7	PART	MATERIAL	THICKNESS/SPECS	COLOR	11. SUBMATERIAL	
L	VAMP				PART	THICKNESS
I	QUARTER				INSOLE	
N	TONGUE				COUNTER	
I	COUNTER				TOE BOX	
N					SHANK	
G	SOCK LINING				BTM FILLER	
	SOCK LOGO				SOLE INSERT	
8	SOCK PAD				SOLE CEMENT	
M	HEEL CUP					
I	UPPER THREAD				11. TOP FINISH CHEMICALS & PROCESS	
S	LINING THREAD					
C	SOCK THREAD					
	OUTSOLE THREAD					
	LACE					
	EYELET					
	REINFORCE#1					
	REINFORCE#2					
	REINFORCE#3					
	FOAM#1					
	FOAM#2					

9	UNIT SOLE		Hardness:			
B	OUTSOLE		Hardness:			
O	MIDSOLE		Thickness:		12. PACKING	
T	WELT		Thickness:		INNER BOX	
T	HEEL		Height :		HANG TAG#1	
O	TOP LIFT		Thickness:		HANG TAG#2	
M					PACKING INSTRUCTION:	

DOCKERS FOOTWEAR SPECIFICATION

FOOTWEAR DESCRIPTION AND MANUFACTURING SPECIFICATIONS

SRF NUMBER		SHOE NAME:		ISSUE DATE:	
ORDER NUMBER:		FACTORY PATTERN#:		REVISED :	
COLLECTION:		AGENT:		FACTORY:	

1.DESCRIPTION:

CONSTRUCTION : CEMENT LAST: ML1133-3

STOCK NUMBER	COLOR	WIDTH	QUANTITY	X-FACTORY
SIZE RANGE: 7#-13#		TOTAL:		

2. SHOE MARKING

AREA	LETTER	TYPE
TONGUE		
QUARTER		
BOTTOM		
SOCK STAMP		

3. DOCKERS LOGO REQUIRED TO BE ON: ☒ Tongue ☐ Counter ☐ Collar ☐ Quarter ☒ Sock lining ☒ Sole Bottom ☐ Outsole ☐ Other

4. MANUFACTURING DIMENSION

INSIDE BACK HEIGHT:
WALL HEIGHT :
UPPER STITCH:
MOC STITCH PER IN:
EDGE SKIVING:
HEEL HEIGHT:
SOLE THICKNESS:
SOLE STITCH PER IN:
WELT EXTENSION:

5 SAMPLE

FIT TRIAL SAMPLE REQUIRED:	☐ YES	☐ NO	IF YES, NEEDED SIZES:
LAB TEST SAMPLE REQUIRED:	☐ YES	☐ NO	☐ NOT REQUIRED
CONFIRMATION SAMPLE REQUIRED:	☒ YES	☐ NO	IF YES, NEEDED DATE:
FIT TRIALSAMPLE APPROVED:	☐ YES	☒ NO	IF YES, APPROVED DATE:
OTHERS :			

WE HERE BY CERTIFY THAT ALL FOOTWEAR PRODUCED FOR THESE STOCK NUMBERS WILL CONTAIN THE IDENTICAL COMPONENTS AND CONSTRUCTION DETAILS AS SPECIFIED, ANY REVISIONS OF CHANGES MUST BE SUBMITTED IN WRITING AND THEN APPROVED BY DOCKERS PRODUCT MANAGEMENT IN WRITING.

PREPARE BY DATE

FOR DOCKERS FOOTWEAR DATE

FOR DOCKERS QC MANAGER DATE

FOR MANUFATURER DATE

FOR DOCKERS FOOTWEAR DATE

APPROVAL PROCESS

1. Product Development Team receives two and a half pairs of confirmation samples and compares with ½ pair final development sample. The Technical Director reviews Confirmation Samples and compares with Manufacturer's Specification sheet and ½ pair final development sample. Approved confirmation samples are signed and returned to all appropriate parties (list follows). Confirmation samples returned to the factory will be signed by GLB Technical Director and Product Development Manager.

   ***NOTE: ALL APPROVED CONFIRMATION SAMPLES MUST BE SIGNED ON THE SOLE, IN WHITE INK, BY TECHNICAL DIRECTOR BEFORE DISBURSEMENT.**

   If samples are not approved, Technical Director will send an e-mail to the factory detailing all corrections and requesting new confirmation samples.

   If samples are approved, the factory will then sign the balance two pairs of Confirmation Samples and keep them.

CONFIRMATION SAMPLE DISTRIBUTION

Confirmation Samples Signed at Genesco

- Dockers, Chaps, Bass Wholesale
  - Factory sends 2 ½ pairs to be signed at Genesco
- Bass Retail
  - Factory sends 4 pairs to be signed at Genesco

One and a Half Pair Signed Confirmation Sample Sent Back to Factory

- ½ pair to QC as production standard
- 1 pair for factory to keep

One and a Half Pairs Signed by Factory's Product Development Manager

- ½ pair to QC
- 1 pair for factory to keep

2. Technical Director receives signed copy of GLB Manufacturer's Specifications Sheet. If corrections must be made; the Technical Director will advise corrections to the factory and await a corrected GLB Manufacturer's Specifications Sheet. All Fit Trial and Lab Test Samples will be ordered at this time.

3. It is a requirement that the signed confirmation sample be readily available to compare against current production any time a representative from GLB Footwear is visiting a manufacturing facility.

PRODUCTION RUNNING CHANGE & APPROVAL FORM

Each time there are running changes made, there needs to be an approval form filled out. Please follow the below steps and see the example.

Communicating the change:

Step 1: Initiator starts the communication and presents running change to the factory product development team with reasons and possible impact.

Step 2: Factory's product development team is responsible for evaluating and presenting the information to the GLB Technical Director for approval, then providing feedback to the initiator.

Form:

Step 1: Once approved by the GLB Technical Director, the factory needs to complete the running change form.

Step 2: Factory/GLB Technical Director will confirm the new confirmation sample, change the detail sheet, and fulfill any additional sample requests as necessary.

Step 3: Factory Costing Department will fill in any price decreases or increases.

Step 4: Factory Planning Department will fill in the effective date.

Sign:

Step 1: Factory Department Managers will sign the form.

Step 2: Factory will pass the signed form to GLB Technical Director to sign.

File & Share:

Step 1: Once the form is signed by both the Factory Department Manager and the GLB Technical Director, the initiator will pass the form to the Factory Production/Sourcing Manager and QC Manager.

Step 2: A copy of this form will need to be filed and tagged to confirmation sample.

Step 3: Factory Production/Sourcing Manager will update the GLB Team, factory team, and each factory on a weekly basis.

GENESCO

Production Running Change Request & Approval Form

Brand / Style #:		Requested by:		
Issue Date:		*Price Decrease:		
Factory:		*Price Increase:		*No price decrease or increase if factory manufacturing correction
Country:		Effective Date:		

Reason for change:

Description of Running Change:

*include photos

New Confirmation Sample:	Yes		No		
Change Detail Sheet:	Yes		No		
Additional Sample Requests:	Yes		No		

Styles & PO# Involved:

Technical Director (GLB)	PD(Factory)	Costing(Factory)	Production/Sourcing(Factory)

Communicate:
Step 1: Initiator start communication and present running change to factory PD with reasons and possible/rough impact
Step 2: Factory PD is responsible to evaluate and present this to GLB Technical Dir. for approval, then provide feedback to initiator
Form:
Step 1: Once approved by GLB Technical Dir., factory completes the running change form
Step 2: Factory/GLB Technical Dir. 'Yes' or 'No' for new confirmation sample, change detail sheet, additional sample requests
Step 3: Factory Costing Dept. fill in 'price decrease' or 'price increase'
Step 4: Factory Planning Dept. fill in 'effective date'
Sign:
Step 1: Factory Dept. Managers sign this form
Step 2: Factory passes this form to Genesco Technical Dir. to sign
File & Share:
Step 1: Once signed, initiator pass to Factory Production/Sourcing Manager & QC Manager
Step 2: Copy of this form is filed and tagged to confirmation sample
Step 3: Production/Sourcing Manager will advise GLB Team, factory team and each factory on a summary and weekly basis

COMMERCIALIZATION GUIDELINES & PROCEDURES

Commercialization, as defined by GLB Footwear, is the process of taking each development project from the sample stage to mass production. While the Confirmation Samples and GLB Specification Sheets provide the picture for production; the following guidelines and tests will ensure the validity of each.

NEW OUTSOLE MOLDS

GLB Technical Director/Product Manager must approve a blueprint (professional rendering of the outsole mold, including dimensions) before production molds are opened. Upon approval of this blueprint and the Sample mold itself, the factory may proceed with the full set of production molds.

NOTE: This approval will be for the aesthetics of the mold only. The factory should review each blueprint and sample mold for all details relating to the structure of the mold.

NEW UPPER PATTERNS

GLB Technical Director/Product Manager must approve each upper pattern before cutting dies may be opened. The factory will be expected to grade each size proportionally, according to correct shoemaking standards.

SPECIAL CONSTRUCTIONS

All critical constructions (waterproof, etc.) will be subject to periodic testing. The factory and other designated laboratories (ITS-China, BACL, PTL-USA) will conduct these tests. All test results should be e-mailed to GLB Technical Director/Product Manager upon request.

Approved Testing Labs:

- Factory certified labs
- ITS (Intertex Labs – China)
- PTL (Precision Test Labs – USA)
- BACL (Bay Area Compliance Lab Corp.)

TRIAL PRODUCTIONS

Before mass production begins, the factory should perform a Trial Production using production materials, cutting dies outsoles, etc. so that the factory technicians can

identify any problems (pattern grading, material quality, last specifications, etc.). GLB Footwear prefers to have a representative present for this Trial Production. If the GLB Technical Director is not available, the factory is to invite a GLB Inspector to be present. A brief summary of the Trial Production will be forwarded to GLB Footwear and reviewed before mass production is allowed.

THE LAB TEST

For the initial production, major materials must be sent to the local testing lab for the lab test. If passed by GLB lab test standard, then send it to GLB Footwear office for retest at Precision Testing Lab. Both tests must be passed before production begins.

THE LAB TEST FOR PRODUCTION MATERIALS AND COMPONENTS

For repeat orders, the factory should do a local lab test for major production materials and components every 6 months or 50,000 pairs.

NEW PROGRAMS / COLLECTIONS

New programs are essential to the future success of GLB Footwear and can have a lasting negative effect on business if shoes are not brought to market in a timely fashion. Therefore, GLB will strive to keep a tight control on the development and commercialization timeline.

In order to do this, the factory must complete a Commercialization Schedule and e-mail it to GLB Technical Director each Monday morning (see example on page 4 of this section).

In addition, each time a factory begins a new program (defined by a new last and/or outsole) GLB will require the following items to be shipped to GLB Technical Director:

1. **1** pairs of lasts, size 8
2. A full set of insole patterns
3. **Two (2)** pairs of outsoles, size 8

These items are added to our library of production lasts and outsoles. This library is maintained to ensure that GLB lasts and outsoles are uniform in fit and quality and will be used for reference in future technical and development matters.

COMMERCIALIZATION TIMELINE

	NEW COLLECTION	NEW PATTERNS IN EXISTING COLLECTION	EXISTING COLLECTION
150 DAYS	• Production Request • Approval To Open Outsoles • Commercialization Schedule Requested		
140 DAYS	• Commercialization Schedule Received		
120 DAYS	• Size 8 Last / Sole Approved • Orders Placed	• Size 8 Fit Trial Approved • Orders Placed	
90 DAYS	• Production Molds Complete • Lab Test Samples Approved • Balance Of Fit Trials Approved • New Box Approved (If Applicable)	• Balance Of Fit Trials Approved	• Orders Placed
60 DAYS	• Upper Leather Received Minimum 60 Days Prior To Ex-Factory • All Components Received • Boxes Received • Test Production Approved • Last / Cutting Dies Prepared	• Upper Leather Received Minimum 60 Days Prior To Ex-Factory • All Components Received • Boxes Received • Test Production Approved • Last / Cutting Dies Prepared	• Upper Leather Received Minimum 60 Days Prior To Ex-Factory • All Components Received • Boxes Received
30-45 DAYS	• Production Begins	• Production Begins	• Production Begins

LAST / OUTSOLE MEASUREMENT GUIDELINES

GLB Footwear will manufacture men's footwear in two multiple widths.

In addition, GLB expects that all lasts and outsoles will be graded according to normal shoemaking practices, as defined by the charts provided.

GLB SIZE COMPARISON CHART

Gender	US Size	EURO Size	JPN Size	UK Size
MENS	3	EURO 35	JPN 21	UK 2
MENS	4	EURO 36	JPN 22	UK 3
MENS	5	EURO 37	JPN 23	UK 4
MENS	5 1/2	EURO 37.5	JPN 23.5	UK 4.5
MENS	6	EURO 38	JPN 24	UK 5
MENS	6 1/2	EURO 38.5	JPN 24.5	UK 5.5
MENS	7	EURO 39	JPN 25	UK 6
MENS	7 1/2	EURO 40	JPN 25.5	UK 6.5
MENS	8	EURO 41	JPN 26	UK 7
MENS	8 1/2	EURO 41.5	JPN 26.5	UK 7.5
MENS	9	EURO 42	JPN 27	UK 8
MENS	9 1/2	EURO 42.5	JPN 27.5	UK 8.5
MENS	10	EURO 43	JPN 28	UK 9
MENS	10 1/2	EURO 43.5	JPN 28.5	UK 9.5
MENS	11	EURO 44	JPN 29	UK 10
MENS	11 1/2	EURO 45	JPN 29.5	UK 10.5
MENS	12	EURO 46	JPN 30	UK 11
MENS	13	EURO 47	JPN 31	UK 12
MENS	14	EURO 48	JPN 32	UK 13
MENS	15	EURO 49	JPN 33	UK 14
MENS	16	EURO 50	JPN 34	UK 15

GLB SIZE COMPARISON CHART

Gender	US Size	EURO Size	JPN Size	UK Size
WOMENS	1	EURO 32	JPN 17	UK 12
WOMENS	2	EURO 33	JPN 18	UK 13
WOMENS	3	EURO 34	JPN 19	UK 1
WOMENS	4	EURO 35	JPN 20	UK 2
WOMENS	5	EURO 36	JPN 21	UK 3
WOMENS	5 1/2	EURO 36.5	JPN 21.5	UK 3.5
WOMENS	6	EURO 37	JPN 22	UK 4
WOMENS	6 1/2	EURO 37.5	JPN 22.5	UK 4.5
WOMENS	7	EURO 38	JPN 23	UK 5
WOMENS	7 1/2	EURO 38.5	JPN 23.5	UK 5.5
WOMENS	8	EURO 39	JPN 24	UK 6
WOMENS	8 1/2	EURO 40	JPN 24.5	UK 6.5
WOMENS	9	EURO 41	JPN 25	UK 7
WOMENS	9 1/2	EURO 41.5	JPN 25.5	UK 7.5
WOMENS	10	EURO 42	JPN 26	UK 8
WOMENS	11	EURO 43	JPN 27	UK 9
WOMENS	12	EURO 44	JPN 28	UK 10

LENGTH & GIRTH INCREMENTS (FOR AMERICAN SIZE 8)

FITTING	LENGTH 1/24" INCREMENTS (1.05)		GIRTH 1/4" INCREMENTS (6.35)		GIRTH (MULTI INCREMENTS) (4.76)	
AAAA *	10.41667	263.60	7.5	190.50	7.6875	195.27
AAA *	10.45833	264.65	7.75	196.85	7.875	200.03
AA *	10.5	265.7	8	203.20	8.0625	204.79
A *	10.54167	266.75	8.25	209.55	8.25	209.55
B ^	10.58333	267.80	8.5	215.90	8.5	215.90
C ^	10.625	268.85	8.75	222.25	8.75	222.25
D ^	10.66667	270.90	9	228.60	9	228.60
E ‘	10.70833	271.95	9.25	234.95	9.1875	233.36
EE ‘	10.75	272.00	9.5	241.30	9.375	238.12
EEE ‘	10.79167	273.05	9.75	247.65	9.5625	242.88

*** 3/16” Grade (4.76 mm)**
^ ¼” Grade (6.35mm)
‘ 3 1/16” Grade (4.76mm)

FIT/WEAR TRIAL REQUIREMENTS

GLB Footwear will require pre-production Fit/Wear Trials on all products that utilize a new last, outsole, or upper pattern. The Fit/Wear Trials are of great importance, as this will give GLB the opportunity to review the grading of all lasts and patterns. These samples also allow GLB to review aspects such as fit, comfort and outsole abrasion. Please review the following.

1. Fit/Wear Trial size requirements:

MEDIUM	WIDE
-1 pair each sizes 8, 10.5	- 1 pair each sizes 8, 9.5,10

2. Fit/Wear Trials must be made in the upper leather that will be used for pending production

3. If a last or outsole is being used for the first time, you may submit Fit/Wear Trials on an EVA blocker or available outsole for initial review. This will be a preliminary procedure only. Fit/Wear Trials must be resubmitted using the production equipment (last, outsole, etc.) before mass production begins.

4. Fit/Wear Trials must be approved, in writing, before mass production begins.

5. Initial Size 8 Fit/Wear Trial samples must be sent with the following:

   - 0.5 (1/2) pair upper, not lasted
   - 0.5 (1/2) pair lasted upper
   - One (1) pair fitting sample in size 8 medium
   - Shoe specification sheet
   - Shoe dimension chart
   - 0.5 (1/2) pair last (if new last)
   - Last dimension chart (if new last)
   - 0.5 (1/2) pair each of copied last and production last (if last was copied)
   - One (1) pair outsole (if new outsole)

NOTE: Late approval of Fit/Wear Trials is not an acceptable excuse for delivery delays. If deliveries are delayed, you will be held responsible for the cost of airfreight to maintain scheduled arrival dates at Chapel Hill Warehouse.

SHOE MARKING REQUIREMENTS

GLB will require that all shoes have specific markings inside each shoe (below). These markings need to be placed on the lining of each shoe in an area that measures 25mm X 40mm. These markings must be placed in the shoe so that they are permanent. The specific location for these markings will depend on the type of lining used; review the following list for specifics:

1. **LEATHER / PVC / PU LINING MATERIAL** – ink the markings on the outside quarter of each shoe
2. **WOVEN (CAMBRELLE, DRILEX, ETC)** – sew a label to the tongue lining of each shoe. Place this label approximately 10-12mm from the topline of the tongue
3. **UNLINED** – ink the markings underneath the tongue; approximately 10-12mm from the topline of the tongue

   The specific marking requirements follow ***(include the underlined information only):***

   90-1410 (a) **8M** (b)
   Made in China (c)
   Leather Upper (d)
   Bal Man-Made Material
   79-085273 (e)
   A1 (f) **1-10** (g)

   a. Complete Stock Number
   b. Size and Width (GLB uses M (D width) and W (DDD width only))
   c. Country of Origin
   d. Material Content
   e. GLB Purchase Order Number (as listed on each Dockers® order)
   f. Factory Reference Code (this number will be assigned to each factory by the GLB Sourcing team
   g. Production Month and Year (the month should be listed numerically, followed by the last digit for the year of production. For example, shoes produced in January of 2010 would read 1-10.

ORDER PLACEMENT PROCEDURES & DOCUMENTATION

PROCEDURE

1. Before placing orders with the factory, you will receive an Order Inquiry. This inquiry will include the stock number for the shoe we wish to produce, the quantities needed and GLB desired FCR (Freight Cargo Receipt) date, the deadline for handing goods over to our forwarder (see page 2 of this section example). You will fill in the price agreed upon by both parties and the confirmed FCR date.

2. Once the GLB Sourcing team receives confirmation of the desired ex-factory dates, a hard order will be generated and e-mailed to the factory and/or representative. GLB uses a sophisticated computer program to generate orders or GENESCO INC. PURCHASE REQUEST (see page 6 of this section for example). A detailed explanation of this form can be found on page 5 of this section.

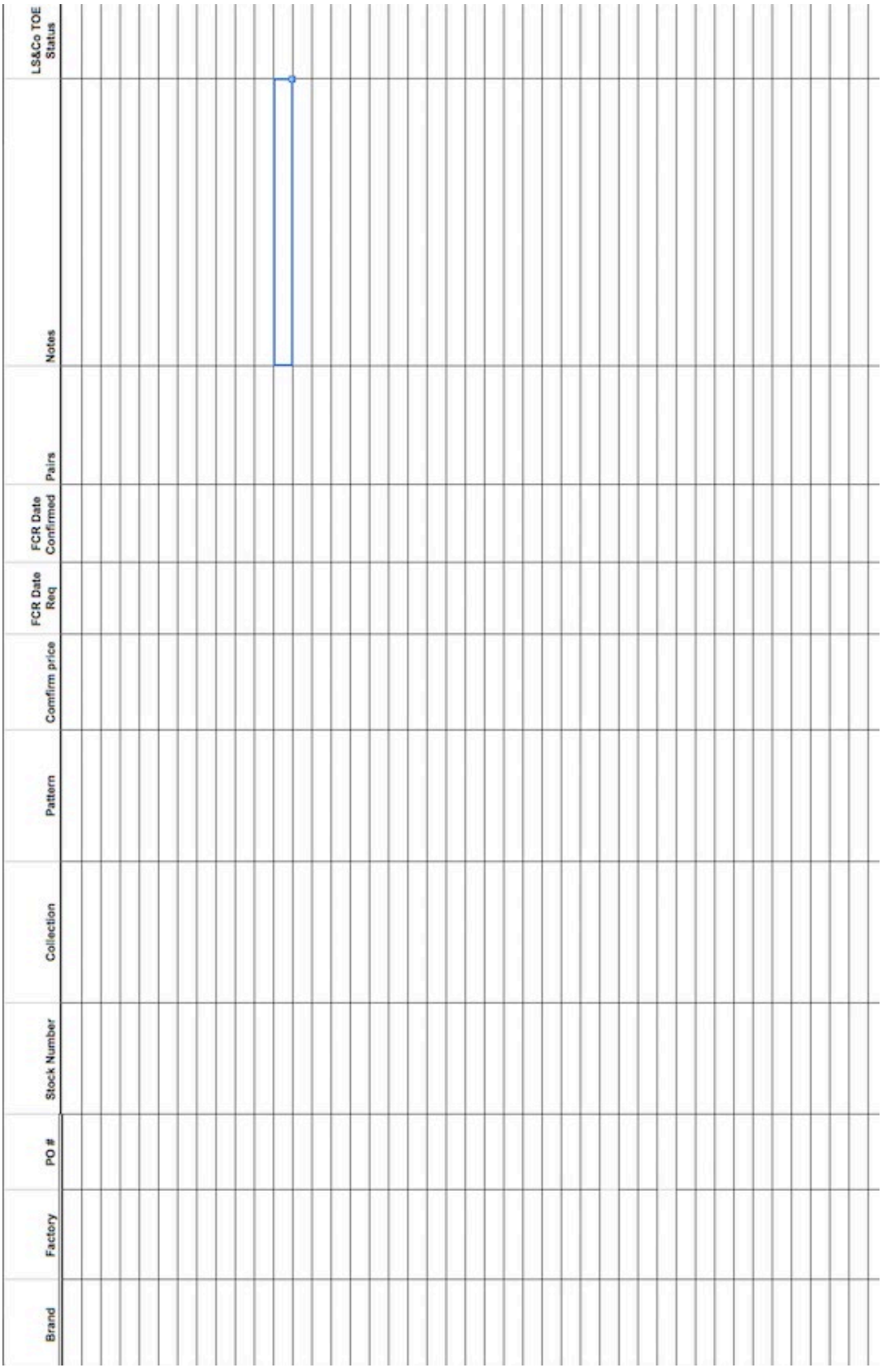
   Please review this form carefully to ensure that all information is understood.

3. Any ORDER CANCELLATIONS will be e-mailed to the factory by GLB Sourcing. GLB does not intend to cancel orders already placed with factories, but you must understand the dynamic market changes that can occur within our wide customer base. However, GLB will make every effort to utilize production materials that the factory received prior to order cancellation.

4. Any PAIRAGE INCREASE/DECREASE will be e-mailed to the factory by GLB Sourcing. If the factory accepts such increases/decreases the Purchase Order will be revised and reissued. New UPC stickers will need to be printed at this time also.

5. GLB must be able to revise PO sizes up to 65 days prior to the FCR date. Therefore, the factories should NOT cut POs more than 65 days prior to FCR date without written approval.

6. Avery Dennison labels should not be ordered more than 60 days prior to the FCR date.


LS&Co TOE Status
Notes
Pairs
FCR Date Confirmed
FCR Date Req
Comfirm price
Pattern
Collection
Stock Number
PO #
Factory
Brand

PLACING ORDERS THROUGH AGENTS

If you are acting as an agent for GLB Footwear it will be necessary for you to complete the GENESCO INC. BUYING AGENT QUESTIONNAIRE (see Forms Section of Routing Guide) and the BUYING AGENT AGREEMENT (see Forms Section of Routing Guide). These documents must be completed and returned to GLB Sourcing before orders will be released to you.

Commission rates for each agent will be negotiated on an individual basis; except in cases where your company has already agreed to a given rate with another division of GENESCO INC. In this case, the quoted commission rate may apply.

PAYMENT TERMS

GLB will pay all vendors via Wire Transfer.

Payments will be made 35 days after FCR (Freight Cargo Receipt).

Exceptions to this policy will need to be discussed with GLB Sourcing Director prior to orders being placed with your factory.

EXPLANATION OF GENESCO PURCHASE ORDER REQUEST
(Example follows on page 9 of this section)

1. **Purchase Order Number** – This number is generated randomly by the computer but will also begin with 79 or 04.

2. **GLB PATTERN / COLOR** – This is the shoe name and color name as assigned by GLB.

3. **SHIPPING INFORMATION** – This is the address to which goods are to be shipped.

4. **SHIPDATES** – This will reflect the FCR date as confirmed by the factory on the order inquiry. GLB typically uses FCR dates that fall on Wednesdays for consistency.

5. **1ST COST** – This is the unit cost as negotiated by GLB Product Development and Sourcing

6. **SIZE BREAKDOWN** – This will detail the number of pairs per size that are to be included in the shipment for this Purchase Order

7. **SPECIAL INSTRUCTIONS** – This will outline any special instructions or details.

Page

Genesco Inc. Purchase Order

Division: Dockers Footwear
Print Date:
Purchase Order Number:

Vendor Information:	Shipping Information:	General Information
	Ship To:	Vendor #: Contact: Terms: Buyer: Country of Origin: Destination Country: US PO Date: Shipping Confirmation #:

Not Before: Not After ETA:
Genesco: Pattern & Color:
Collection:
Cost:
Stock Number: I
Color:

Width	7	8	9	10	11	12	13	14	15	Qty /Case	# Cases	Total Units	Unit Cost	Total Cost
M														
											Totals			

GENESCO

Total Units:
Total Cost:
Currency: USD

Created By:
Create Date:
All purchases orders are subject to the "Terms and Conditions of Purchase by Genesco Inc." posted at www.genescosetters.com, which are incorporated herein by reference and are essential terms of the contract of purchase. This Purchase Order is subject to compliance with Genesco's "Engagement Policy" and "Engagement Standards", Genesco Anonymous Reporting Instructions can be found at www.genescoethics.com or by calling 1-888 324-6632.

Bill to: Dockers Footwear, 1415 MURFREESBORO RD, RM 438, NASHVILLE, TN, 37217

PRODUCTION SCHEDULING & REPORTING

PRODUCTION SCHEDULING

On-time delivery will be essential to maintaining a healthy business relationship between GLB and our manufacturing partners. On-time delivery is particularly important because it allows GLB retail partners to build confidence in our organization. This confidence will eventually lead to more orders being placed with GLB, and increased production for our manufacturing partners.

In order to maintain consistency, GLB will place orders using FCR dates that fall on Wednesdays for consistency. The FCR date is the deadline for handing goods over to our forwarder. **All goods that are handed over to our Forwarder late will be subject to air freight, with all expenses paid by the factory. If the factory should fall behind on ex-factories, please contact GLB sourcing no less than 35 days prior to FCR date.**

All manufacturing partners will be expected to complete the GLB Production Schedule as illustrated on page 4 of this section. This report should be completed each week and e-mailed to GLB Sourcing and GLB Technical Director every Monday morning.

The report should include all GLB purchase orders that have been placed with the factory to date. As purchase orders are completed and released to GLB freight forwarder, you should remove that particular purchase order from the report.

All changes from the previous week's schedule should be marked with an " * " placed in the REVISED EXFACTORY column.

PO SHIPMENT POLICY

It is Genesco's intent, wherever possible, never to charge our factory partners for late shipments. We will work diligently with our factories and customers to resolve delivery issues without penalties, as we believe this is in our best interest as partners to do so. However, when GLB's reputation for quality, service and delivery are jeopardized by late deliveries, we will enforce this late shipment policy.

Chargeback for late shipments will be assessed for all shipments that are confirmed after the Forwarder Cargo Receipt (FCR) date listed on the official Purchase Order.

The amount of the chargeback will be determined as a percentage of the total value of the portion of the PO that is late.

Number of Days Late	Chargeback Percentage
1-5	2%
6-10	4%
11-15	6%
16-20	8%
21+	10%

If GLB is requesting the delayed orders be aired at factory's expense and the factory agrees to the arrangement, the late shipment penalty would be waived.

If the air shipment ETA is later than the sea shipment's original planned vessel, cargo will need to be aired at factory's expense plus follow the above chargeback percentage rule.

If the delay will not affect shipments to GLB customers, then a 1-10 day delay may be accepted without penalty. This will be determined by GLB merchandising team and confirmed by GLB Sourcing.

EXPLANATION OF GLB PRODUCTION SCHEDULE REPORT
(Example on page 4 of this section)

1. **PO** = GLB Purchase Order Number (this will always begin with 79 or 04).

2. **STOCK NUMBER** = This is the number GLB assigns to each particular style / color. This number can be found on GLB Salesman Sample order and on the GENESCO INC. PURCHASE REQUES

3. **WID** = "Width," the width being ordered will be noted on each GENESCO INC PURCHASE REQUEST

4. **QTY** = "Quantity," the quantity being ordered will be noted on each GENESCO INC. PURCHASE REQUEST

5. **PATTERN NAME** = This is the style name as assigned by GLB Product Development. This name can be found on GLB Salesman Sample order and on the GENESCO INC. PURCHASE REQUEST

6. **LEATHER RECEIVED DATE** = The factory should inform GLB within two dates. First give the estimated date for delivery of leather, and notate with an E. For example, leather scheduled to arrive on October 21 would be listed as E10/21. Secondly, when the leather arrives you will replace the estimated date with the actual date of delivery, and notate this with an A. For example, leather that arrives at the factory on October 22 would be listed as A10/22.

7. **OUTSOLE RECEIVED DATE** = The factory should inform GLB with two dates. First give the estimated date for delivery of outsoles, and notate with an E. For example, outsoles scheduled to arrive on October 21 would be listed as E10/21. Secondly, when the outsoles arrive you will replace the estimated date with the actual date of delivery, and notate this with an A. For example, outsoles that arrive at the factory on October 22 would be listed as A10/22.

8. **BEGIN CUTTING DATE** = The factory should inform GLB within two dates. First give the estimated date cutting will begin, and notate with an E. For example, cutting scheduled to begin on October 21 would be listed as E10/21. Secondly, when the cutting begins you will replace the estimated date with the actual date cutting began, and notate this with an A. For example, cutting that began on October 22 would be listed as A10/22.

9. **BEGIN STITCHING DATE** = The factory should inform GLB within two dates. First give the estimated date stitching will begin, and notate with an E. For example, stitching scheduled to begin on October 21 would be listed as E10/21. Secondly, when the stitching begins you will replace the estimated date with the actual date

stitching began, and notate this with an A. For example, stitching that began on October 22 would be listed as A10/22.

10. **BEGIN LASTING DATE** = The factory should inform GLB within two dates. First give the estimated date lasting will begin, and notate with an E. For example, lasting scheduled to begin on October 21 would be listed as E10/21. Secondly, when the lasting begins you will replace the estimated date with the actual date lasting began, and notate this with an A. For example, lasting that began on October 22 would be listed as A10/22.

11. **EX-FACTORY** = This represents the FCR date confirmed by the factory.

12. **RSVD EX-FACT** = "Revised Ex-Factory Date"….Any changes made to the ex-factory date should be noted.

13. **CHANGE THIS REPORT REASON** = If an ex-factory date is changed, you must put a brief statement here that explains the reason for the delay (examples: Leather Delayed, Outsole Delayed, GLB Request, etc.)

14. **SHIP STATUS** = this signifies the current status of each GLB purchase order. GLB asks that you use the following code….

    - **ETD** – Estimated date of departure
    - **ETA** – Estimated date of arrival on the West Coast

15. **RELEASED TO FORWARDER DATE** = This represents the date that all goods and documents for the particular PO were turned over to GLB freight forwarder.

16. **CUSTOMER NAME** = If the customer is other than GLB Footwear.

Genesco
LICENSED BRANDS

(FACTORY NAME) WEEKLY PRODUCTION REPORT

					PRODUCTION STATUS								Ship		
Purchase Order #	Stock #	Wid th	Total Pairs	Pattern Name	Date Leather Rec.	Date Outsole Red.	Date Begin Cutting	Date Begin Stitching	Date Begin Lasting	Ex-Factory Confimred	Rev. X-F	Reason	ETD	ETA to West Coast	Cust.

PACKING & LABELING INFORMATION

INNERBOXES (GLB SOURCE)

We have consolidated our box sourcing to one primary supplier. This has been done to achieve consistency in production, limit use to a minimal number of inner box sizes, and to negotiate the best price for the GLB box. Factories are REQUIRED to use our box supplier. GLB supplier of choice is:

Claff Enterprises International Inc 1601 Landfall Drive Nokomis, Florida 34275	Hongtai Paper Enterprise Co. 88 East Road Jaiowel Town Xianyu Fugian China	Hongtai Paper Enterprise Co. 628 Zhongshan Road Taichung, Taiwan
Contact: Mark Claff Tel #941-488-0869	Factory Mgr. -- Leo Tel #86-594-7396188	Contact -- John Chen Tel #886-4-26225511

Claff Enterprises/Hongtai supplies boxes for many branded footwear companies around the world; we encourage you to make use of their expertise. This is our nominated supplier and unless otherwise noted, the factory is required to use Hongtai.

. Please study the Box Specifications Chart below to determine which box will accommodate the shoes being produced at your factory.

Please note, GLB wishes to use the smallest box size possible; as our experience shows, this reduces damage to the footwear during transit. Our standard practice is to place shoe sizes 7 - 9 in one box size, and shoe sizes 9 ½ - 13 in the next larger size.

BOX SIZE SPECIFICATION CHART

DOCKERS BOX SIZES	
SIZE	DIMENSIONS
2	12 X 6 3/4 X4 1/2 30.5 X 17.1 X 11.4
5	13 X 7 1/6 X 4 3/4 33 X 17.9 X 12.1
6	13 X 9 X 5 33 X 22.9 X 12.7
7	13 15/16 X 8 X 5 35.4 X 20.3 X 12.7
8	13 15/16 X 9 1/2 X 5 1/4 35.4 X 22.9 X 12.7
930	14 7/8 X 8 5/32 X 5 11/16 37.8 X 20.7 X 13.1
135	13.5 X 11.5 X 5 1/4 34.3 X 29.2 X 13.3
833	13 X 9 7/16 X 5 33 X 25 X 12.5
834	13 3/4 X 10 1/4 X 5 35 X 26 X 12.5
835	15 X 8 11/16 X 5 35.5 X 22.5 X 12.5
837	14 3/4 X 9 11/16 X 5 5/16 37.5 X 24.5 X 13.5
135	34.3x29.2x13.3
136	35.5x29x13
838	35.5x32x13

INNERBOXES (ALTERNATIVE SOURCE)

If you wish to seek an alternative source, you must obtain written approval from GLB Sourcing. Then you may use the included artwork and color references to have a box sample produced. When your sample is complete, it must be forwarded to GLB Sourcing for approval. Upon confirmation, you may proceed with production.

Production sizes must be based upon the Box Specifications Chart above. Please note, GLB wishes to use the smallest box size possible; as our experience shows, this reduces damage to the footwear during transit. Our standard practice is to place shoe sizes 7 – 9 in one box size, and shoe sizes 9 ½ - 13 in the next larger size.

NOTE: Delays due to rejected box samples will not be an acceptable excuse for delivery delays. If deliveries are delayed, you will be held responsible for the cost of airfreight to maintain scheduled arrival dates at Chapel Hill Warehouse.

GLUING INSTRUCTIONS FOR SHOE BOXES

In order to produce the maximum strength in a Brightwood style shoebox, the end of the box must be correctly glued together.

The ability to reduce crushing lies in the rigidity of the box ends. This is produced in this design because the grain of board used to manufacture the box runs vertically on the end and when completely glued to the two side flaps of the box, produces a more crush resistant box. The end flap over the top of the end further forms a cohesive bond to hold the whole box together.

The best glue to use for setting up the boxes by hand would be hot melt glue applied with a roller or brush. Apply cement to the shaded areas shown in the illustration below.

If the boxes are set up with a machine, then the glue line should be evenly spaced along the end flap.

Pressure sensitive and rubber cements should not be used, as they do not “set” and can come apart if pressure is applied for long periods of time.

INNER BOX PACKING REQUIREMENTS

1. All shoes are to be packed with some form of stuffing to hold the shape of the shoe during transit.
2. GLB requires that all shoes be wrapped in plain white tissue paper before being placed inside the inner box.
3. GLB requires that a MicroPak sticker be used in each shoe box. This must be purchased directly from MircroPak team.
4. Standard packing of inner boxes containing sandals, handsewns, and basic oxfords into shipping cartons is two (2) rows of six (6). See diagram “A” below and two (2) rows of five (5). See diagram “B” below.
5. Standard packing of inner boxes containing boots or plus sized footwear (sizes 14-17) into shipping cartons is two (2) rows of (3). See diagram “C” below.

NOTE: Any deviation from this policy must be approved, in writing, by GLB Sourcing.

Diagram “A”

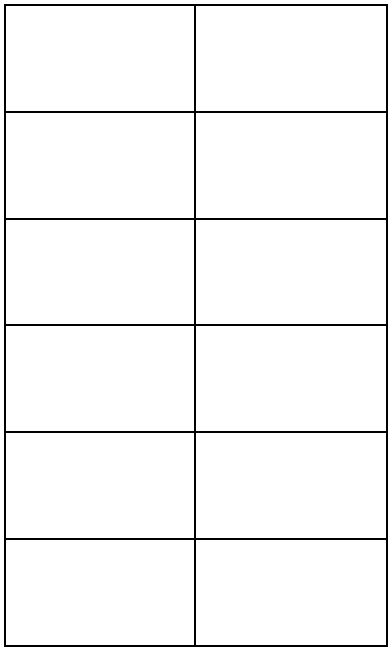


Diagram “B”

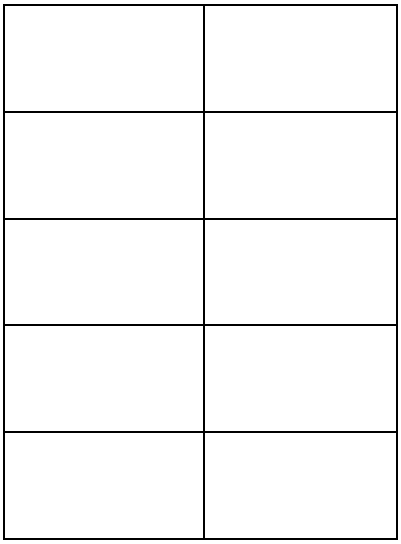
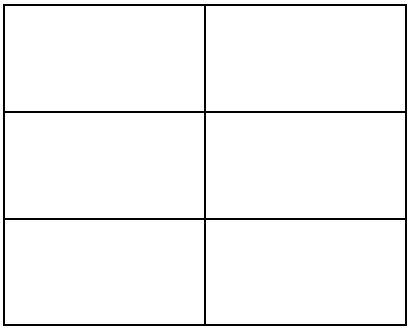


Diagram “C”



HANG TAGS

All hang tags are to be secured to the footwear with a plastic secure attachment, unless otherwise specified.

For footwear with eyelets: place the plastic secure attach through the top, outside eyelet of each ½ pair so that the artwork on the hang tag is visible.

For footwear without eyelets: you may use a plastic secure attachment to secure the hang tag to the buckles of footwear if appropriate. In all other cases, please contact GLB Sourcing Manager to discuss.

DROP CARDS

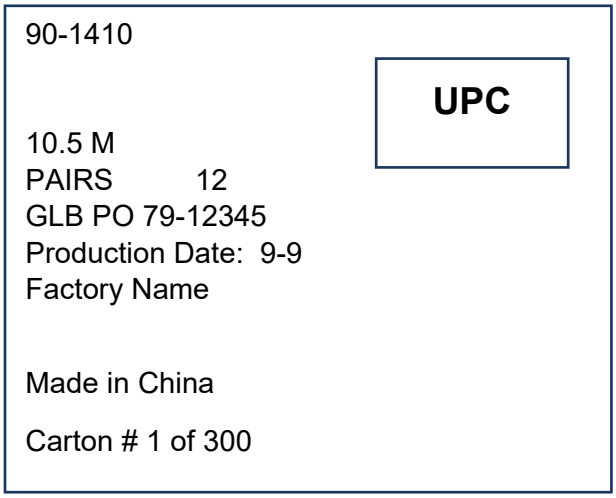
All drop cards are to be placed artwork up, on top of the tissue paper, so that each drop card is visible when the inner box lid is removed.

CARTON & INNERBOX LABELING PROCEDURES

Carton Labeling Requirements

Shipping cartons are required to have the following information printed on one end of each carton (see illustration below):

1. GLB Stock Number
2. Size / Width
3. Quantity
4. GLB Number
5. Production
6. Vendor /
7. Country of
8. Carton to Total Against a Order



Purchase Order

Date
Factory Name
Origin
Number in Relation
Cartons Shipped
Given Purchase

UPC LABELING REQUIREMENTS

GLB Footwear requires that a UPC label be affixed to one end panel of every inner box and one end panel of every carton. Review page 8 of this section for proper placement on GLB inner box, and page 7 of this section for proper placement on the outer carton.

All UPC labels are to be sourced through Avery Dennison. The following pages contain all the necessary contact and order placement information.

GLB will provide Avery Dennison with label details for each GLB Purchase Order 60 days prior to the requested ex-factory. It is your responsibility to request UPC labels from Avery Dennison for each Purchase Order.

Orders cannot be released to GLB freight forwarder without UPC labels on the inner box and outer carton; so be sure to arrange delivery of these labels to your factory on a timely basis.

NOTE: If you are producing shoes in a country other than China, Brazil, or Italy, please contact GLB Sourcing for the necessary Avery Dennison contact information.

GLB FOOTWEAR
Vendor Ordering Information for Barcode Labels
(China)

I. Introduction

Avery Dennison China (ADC) is the sole supplier of GLB Footwear UPC and Bar-coded Case Labels in the Far East. To facilitate ordering labels from ADC, GLB Footwear has developed these pages of the Sourcing & Protocol Manual to provide all the necessary information in placing orders with ADC for GLB Footwear products.

II. Responsibilities

A. GLB Footwear

GLB Footwear is responsible for the development and approval of all UPC and Bar-coded Case Labels as well as updating the order database and transmitting to ADC weekly.

B. Vendors

Vendors are responsible for ordering labels by completing the GLB Footwear / Avery Dennison Order Form and faxing to ADC.

Vendors should follow up on orders with ADC and check accuracy of labels upon receipt. Any problems with the contents of a shipment must be reported to ADC within 14 days of receipt.

C. Avery Dennison China (ADC)

ADC will acknowledge receipt of vendor orders by fax within 24 hours of receipt.

III. Timing for Placement of Label Orders

ADC will review data from GLB Footwear 60 days prior to ex-factory of merchandise.

Labels cannot be requested earlier than 60 days prior to ex-factory of goods. Factories should order their labels no later than 5 days after the 60-day mark.

ADC will inform the ordering party by fax in case no label information is found in the GLB Footwear database for PO's ordered. Vendors are responsible for contacting GLB Footwear concerning unavailable labels for re-transmission of data. Vendors will be responsible for re-faxing orders after data has been re-transmitted.

IV. Turnaround Time

ADC will ship labels within 14 working days after confirmation of orders placed.

V. Production Quantity

ADC will print the order quantity as specified by GLB Footwear in the order database. Only GLB Footwear can make changes to the order data including quantity.

VI. Shipping

Each vendor should specify shipping instructions to ADC at the time of Order Placement. Charges for shipping from China will be added to the invoice for labels.

VII. Billing

All charges will be billed directly to the vendor including printing, delivery, duties, etc.

VIII. Order Requests

All requests must be faxed to:

Avery Dennison China
Attention: Kathy Leng
Tel: 8620-3930 6249
Fax: 8620-3930 6952

Vendors are responsible for sending legible orders forms to avoid delays in processing.

IX. Terms of Sale

A. Credit Terms

Account Opening Agreement
New bill-to vendors are required to complete an “Account Opening Agreement”

Net 30 Days Credit
Invoices are due net 30 days from invoice date. Orders from accounts with past due invoices over 30 days will not be honored.

Currency Restricted Countries
If the bill-to vendor is located in currency restricted countries, they are requested to arrange payment in advance or change the bill-to party to another vendor not located in the currency restricted area.

Currency Restricted Countries include:

Bangladesh	Pakistan
China	Sri Lanka
India	all East European countries
Nepal	former Soviet Union countries

When the label orders are received from the vendors located in these countries, a Proforma Invoice will be issued and faxed to the vendor requesting to arrange the payment for the label orders.

Vendors are requested to email us the remittance receipt or the bank draft copy immediately when the payment is sent. Avery Dennison will then proceed with production of the orders and ship them out within the agreed turnaround time.

B. Warranties and Liabilities

ADC warrants that the tags and/or labels to be delivered will be produced in accordance with the requirements of the applicable purchase orders. Therefore, Avery Dennison assumes no liability directly or otherwise arising from the errors of omission appearing in the documentation.

ADC will not be liable for any direct, indirect, or special damages of any kind. There are no warranties that either expressed or implied and ADC expressly disclaims the implied warranties of Merchantability and Fitness for a Particular Purpose.

Avery Dennison will not be liable for any default of delay in production or delivery of the goods caused by any contingency or forces beyond its control, such as fire, flood, labor strikes, war, and acts of God.

ADC will only accept liability claims limited to the invoice value of the Purchase Orders in question.

C. General

The Terms of Sale listed above apply to the customer as well as the vendors whenever applicable. Customers are therefore required to inform their vendors of all relevant terms.

To: Avery Dennison China
Factory No. 3, South Jin Ling Road
Da Chong Village
Nansha ETDZ, Guangzhou
PRC 511458
8620-3930 6393 Tel
8620-3991 8676 Fax

Attn: Kathy Leng kathy.leng@ap.averydennison.com

From: _____

Date: _____

Account Opening Agreement
We understand and agree that we are responsible for remitting payment to Avery Dennison on a net 30 days basis for labels/hangtags ordered by us or by all buyers on our behalf.

Invoices should be sent to:

Company Name: _____
Company Address: _____
_____
_____

Contact: _____
Phone: _____
Fax: _____
Agreed by: _____

PLEASE FILL OUT ALL THE INFORMATION AND SIGN THE COMPANY CHOP AND RETURN

_____
Authorized Signature (with company chop)

For Avery Dennison official use only:

Buying office code:	Currency:	Salesman:	Approval:
BGENX1	**US $**	**JDY**	

GENESCO / LICENSED BRANDS / AVERY DENNISON ORDER FORM
(China)

Send To:
Avery Dennison China
Factory No. 3, South Jin Ling Road
Da Chong Village
Nansha ETDZ Guangzhou
P>R>C> 511458

8620-39390 6249
8620-3930 6952 fax

Contact: Kathy Leng

Order Date: _____ **Requested By:** _____

Bill To: _____ **Ship To:** _____

_____ _____

Country: _____ _____

Attention: _____ _____

Phone: _____ _____

Fax: _____ _____

Shipping instructions:

_____ Air Freight
_____ DHL
_____ Federal Express
_____ UPS
_____ Other (specify)

Genesco / Licensed Brands Purchase Order #

QUALITY CONTROL PROCESS

GENERAL INFORMATION

It is expected that all shoes produced for GLB will be shipped in clean, saleable condition – free from all cosmetic and structural defects. The manufacturer should take every reasonable measure to ensure that GLB's quality standards are met.

To ensure each factory is meeting GLB's quality standards, GLB Footwear will provide Quality Control Inspectors that will visit each factory (specifics listed below). These inspectors will perform various inspections, and hold to the quality guidelines, as published in GLB Quality Assurance Manual. These manuals will be provided to each factory representative upon request.

One particular process outlined in the GLB Quality Assurance Manual relates to the First Production Cases. GLB will require eight (8) pairs of each new stock number to be pulled from initial production, off the production line (not samples), and forward four (4) pairs to GLB Technical Director for inspection, and four (4) pairs remain in the factory for reference. After the First Production Cases are approved, production may begin / continue.

The First Production Case sizes are: 8, 9, 10, and 10.5 medium.

NOTE: Goods included in First Production Cases will be sent to the Nashville office via UPS. Please do not use UPC outer carton labels or inner box labels for First Production Cases.

Finally, all incoming shipments will be inspected at GLB Chapel Hill Warehouse.

CHINA

If you are producing shoes in China, GLB expects you to cooperate with our local inspectors to schedule Final Inspections at least 5 days prior to the requested ex-factory date. GLB freight forwarders will not accept shipments without a GLB Final Inspection Certificate that has been signed by a GLB Quality Control Inspector. Factories that fail to provide a GLB Final Inspection Certificate will not be paid.

NOTE: This random inspection does not relieve the factory of responsibility for the quality of the goods shipped.

NOTE: It is essential that production is scheduled in a manner that will allow time for this inspection process. Poor scheduling on the factory's part will not be an acceptable excuse for delivery delays. If deliveries are delayed, you will be held responsible for the cost of airfreight to maintain scheduled arrival dates at Chapel Hill Warehouse.

"NEW DAMAGED" FOOTWEAR

If for any reason there are concerns about the acceptability of a given order, GLB will place this order on "Quality Hold" and perform a 100% inspection. At the time of this decision, you will be notified. All damaged goods will be separated from GLB inventory and labeled as "New Damaged" footwear. These "New Damaged" goods will then be sold at a discounted price. If one of your orders is placed on "Quality Hold" you will be held financially responsible for the following:

1. Personnel needed to perform 100% inspection.
2. Costs associated with the refurbishing, or disposal, of damaged goods.
3. All shipping costs, to and from, the facility responsible for refurbishing the damaged goods.
4. Difference between GLB Selling Price and the Carrying Value for each Unit (shoe).

Your participation in these matters will be expected.

SHOES RETURNED BY DOCKERS® RETAIL PARTNERS

GLB will hold each factory responsible for poor workmanship and inferior quality; therefore, any claim from a retail partner will be passed on to the factory for reimbursement. These claims will be submitted to the factory with a GLB Charge Back Form (see Section 8 "Quality Control Process" page 4 for example).

“B- GRADE” POLICY

Any shipment that fails re-inspection twice will be B-graded. The factory personnel are not re-inspecting the shoes properly and are wasting GLB inspector time to perform a third inspection.

GLB anticipates that inferior quality, or “B-Grade,” footwear will be produced from time to time. Those shoes that do not meet the quality standards, as established by the Confirmation Sample and GLB Specification Sheet, will be considered “B-Grade” footwear.

These “B-Grade” shoes are to be separated from inventory and warehoused at the factory. An inventory of these “B-Grade” shoes should be e-mailed to GLB every three (3) months so that action may be taken to remove these shoes from the factory.

NOTE: Factories may not dispose of “B-Grade” footwear bearing any GLB logo without receiving prior written approval from GLB.

FIRST CASE PRODUCTION

First Case Policy: When a new SKU or new leather is being put into production, QC personnel assigned to factory will randomly select from **AVERAGE** production, a size 8, 9, 10, and 10.5. This case will be air shipped via **factory expense** to the appropriate person at Genesco for quality review and fit trial process. The balance of the shipment will be shipped as usual via ocean freight to the warehouse. First cases are to be received and approved **BEFORE** the balance of production is to be shipped. It is the factory’s responsibility to get this done on time to avoid any production delays. Genesco will pay for all goods that are received and approved. In the case that the first case is approved, Genesco will reimburse the factory for the air freight expense. It is the factory’s responsibility to submit an invoice with details of air expenses.

Example of GLB Chargeback Form

Date:
Invoice #:
Bill TO:
From: Genesco Licensed Brands
535 Marriot Drive
Nashville, TN 37214

This invoice is documentation to deduct from payments made by Genesco Licensed Brands to (Factory Name) for non-saleable shoes.

SKU#/Reason	Chargeback Amount

This amount will be deducted from a future payment.

SHIPPING PROCEDURES, DOCUMENTATION & FREIGHT FORWARDER INFORMATION

SHIPPING & CONSOLIDATION REQUIREMENTS

The following guidelines have been established by GENESCO INC., and GLB Footwear, to ensure compliance with all US Customs Regulations; this procedure becomes effective immediately.

1. Invoices governing sample shipments that are used to clear customs will become the payable invoice also. This will ensure that the correct price is declared to customs. No supplemental invoice, up charge or premium will be accepted for samples.
2. All invoices and attachments should be in English, with a complete description of the sample(s) shipped.
3. A statement which describes the sample in adequate detail must be contained in each individual package, unless the shipment is accompanied by a Packing List.
4. The price shown on the invoice must be the actual First Cost charged to GLB Footwear. It must match the invoice provided for payment. If the samples are provided free of charge, the invoice must reflect this.
5. A Footwear Interim Invoice must be sent with each shipment.
6. Accounts payable will not process any payments to factory, vendor, etc. without verification from Traffic that the invoice is correct.
7. Courier shipments such as UPS, DHL, and Federal Express should contain the same information. Vendor/Factories must email a copy of the invoice, Interim Footwear Invoice, Airway Bill, and Tracking Number (if applicable) to parcelimports@genesco.com. This will allow GENESCO INC. Traffic to verify that all US Customs Duty Classifications and payment information is correct.

In addition, it is the stated policy of GLB Footwear that all shipments are to be made through our designated freight forwarder / consolidator as timelines permit. **Factories are to book the freight through our freight forwarder 14 days in advance of shipments to hold space. We reserve the right to charge back factories $1,000.00 per PO for failure to book 14 days in advance of shipment.**

GLB freight forwarders for Asia, Italy, Spain, Brazil, and Mexico are at the end of this section.

If additional information is needed, please contact GLB Sourcing team.

DOCUMENTATION

This includes all paperwork that the factory provides GLB informing us that an order has been produced and released to the freight forwarder. Correct and accurate documentation is essential to avoiding discrepancies with United States Customs and other problems that can arise during the shipping process.

The following documents will be required for shipment of each GLB Purchase Order.

1. **COMMERCIAL INVOICE** to include the following information:
   - Vendor name, address, and bank information
   - Manufacturer's name and address
   - Should be addressed to GENESCO INC. for GLB Division, with appropriate address
   - Invoice number and date of issue
   - GLB Purchase Order Number and GLB Stock number
   - Detailed Description of Merchandise
   - Unit Cost and Total Cost for the Purchase Order
   - Invoice total displayed in numbers and words
   - Currency
   - Carton and Unit/Pair Quantities
   - Complete payment terms to include payment method (WT preferred) and timeframe for payment due date – ex. WT 30 days FCR Date
   - Complete Incoterms to include named place – ex. FOB Qingdao
   - Sailing Information (port of export and entry)
   - Country of Origin
   - Net Weight and Gross Weight
   - Authorized Signature
   - Wood Packing Statement certifying that shipment contains no wood packing materials

     *If shoe boxes have been purchased from Claff Enterprises / Shoe Carton, then these must be invoiced on a separate document

     *Buying Agent statement must be included on all invoices. Example follows: ***"We hereby acknowledge the existence of _____ as a bona fide Buying Agent representing Genesco Inc., in this transaction. We have neither compensated nor controlled the Agent whose existence is hereby disclosed to U.S. Customs. This statement is true and correct."***

2. **PACKING LIST –** must include the following information:
   - Factory/Vendor name and address

- Should be addressed to GENESCO INC. for GLB Division, with appropriate address
- Invoice number and date of issue
- Container Number
- Number of packages (number of cartons)
- Purchase Order Number and GLB Stock Number
- Description
- Stock Number, Itemized by size and Carton
- Number of Pairs
- Country of Origin
- Net Weight and Gross Weight
- Manufacturer name and address
- Authorized Signature
- A copy of the packing list is to accompany the shipping documents provided to the freight forwarder.

3. **SIGNED INTERIM FOOTWEAR INVOICE** – You must use an invoice that has been signed by a member of Dockers® Sourcing team. The most recent version, dated 03/25/14, is required.

4. **FORWARDER'S CARGO RECEIPT signed**

   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 – All PO's must be listed
   - Quantity of Cartons
   - Signature Stamp
   - Notify Party

5. **CERTIFICATE OF ORIGIN**

6. **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.

7. **GLB FINAL INSPECTION CERTIFICATE**– only required on production from China. ***NOTE: GLB Freight Forwarder will not except goods without a signed copy of the GLB Final Inspection Certificate.***

8. **CONTAINER LOAD RESULT (CLR) –** Full Container Ocean Shipments only

   The Container Load Result must contain the following elements –
   - Vessel Name
   - Please of Departure and Port of Discharge
   - Container number and seal number
   - PO and Style numbers
   - Carton and unit/pair quantities

9. **SHOE CARTON's MANUFACTURER's AFFIDAVIT** – only required if shoe boxes are purchased from Claff Enterprises / Shoe Carton (explanation below)

10. **DECLARATION OF ASSEMBLER** - only required if shoe boxes are purchased from Claff Enterprises / Shoe Carton (explanation below)

EXPLANATION FOR MANUFACTURER's AFFIDAVIT & DECLARATION OF ASSEMBLER

United States Customs has a new program known as the U.S. Goods Returned Program. This program states that if a particular item is exported overseas and then imported back into the United States, without having been advanced in value or improved in condition, then that item will qualify for duty free status. GLB will take advantage of this program with assistance from Claff Enterprises / Shoe Carton.

When boxes from Claff Enterprises / Shoe Carton are used the above documents will be provided to you by Claff Enterprises / Shoe Carton. These documents must be included with the shipment at the time of export.

In addition, the factory must declare the value of the inner boxes on an invoice separate from the invoice for the goods (shoes). This invoice must be included with all documents listed above.

- EXAMPLE -

(PLACE COMPANY LETTERHEAD AND ADDRESS HERE)

INVOICE

M/S: GENESCO INC. / GLB FOOTWEAR
C/O CHAPEL SHOE COMPANY
HWY . 31A CHAPEL HILL, TN 37034
U.S.A.

NO.:

DATE:

SHIPMENT ON OR ABOUT _____ PER _____

FOB HONG KONG TO _____

SHEET NO. 1 OF 1

PKGS. CTNS.	STOCK NO.	CONTENTS	QUANTITY (PRS.)	UNIT PRICE	AMOUNT
				FOB HONG KONG	
		FOOTWEAR		USD/PR.	USD
		P.O. NO. 79-062300			
(# of cartons here)	(SKU here)		(quantity here)		(price of goods here)
		STYLE NAME: COLOR:	SHOE BOXES US ORIGIN		
			(total pairs here)		(total cost here)
	TOTAL :	UNITED STATES DOLLARS			
		"SHIPMENT CONTAINS NO SOLID WOOD PACKING MATERIALS."			
	PAYMENT:	T/T PAYMENT IN 30 DAYS AFTER FCR ISSUED DATE			

- EXAMPLE-

(COMPANY CONTACT INFORMATION HERE)

M/S:	GENESCO INC./ GLB FOOTWEAR						**DATE:**		
	C/O CHAPEL SHOE COMPANY								
	HWY. 31A CHAPEL HILL, TN 37034						**NO.:**		
	U.S.A.								
PACKING LIST					**SHIPPING MARKS**			SHEET NO. 1 OF 1	
						CUSTOMER ORDER #:			
DESCRIPTION:						**STYLE NAME:**			
CUSTOMER ORDER #:						**COLOR:**			
STOCK NO.:						N.W.: KG			
STYLE NAME:						G.W.: KG			
						MEA:			

COLOUR/SIZE BREAKDOWN:

SIZE	QTY/PRS.	CTN. NO.	NO. OF PKG.	COLOUR	N.W./ CTN	G.W./ CTN	TOTAL N.W.	TOTAL G.W.	MEASUREMENT
CUSTOMER ORDER #:									
TOTAL									
TOTAL:									

Tariff Number: _____
Manufacturer: _____

FOOTWEAR DISTRIBUTORS AND RETAILERS OF AMERICA

FOOTWEAR DATA CLASSIFICATION FORM
(03/25/14)

A. Complete questions 1 through 8 for all footwear.

1. Manufacturers style number(s), if any:
2. Importer's style and/or stock number(s), if any: _____
3. Identify the material which makes up the greatest portion of the external surface area of the upper (accessories and reinforcements excluded):
   a. leather ____
   b. rubber and/or plastics ("R/P") ____
   c. textile materials ____
   d. other materials ____
4. Identify the material which makes up the greatest portion of the sole in contact with the ground (accessories, reinforcements, spikes, etc. excluded):
   a. leather ____
   b. composition leather ____
   c. R/P ____
   d. R/P with textile materials representing the majority material in contact with the ground ____
   e. textiles(6405)
   f. other materials ____
5. Is the footwear sports footwear (see definition on reverse)?
   yes ____ no ____
6. Is the footwear exclusively for men, youth, or boys?
   yes ____ no ____
7. Does the footwear have a protective metal toe-cap?
   yes ____ no ____
8. What is the height of the upper?
   a. covers the knee or higher ____
   b. covers the ankle but not the knee ____
   c. does not cover the ankle ____

B. Complete questions 9 through 16 only when uppers and soles R/P.(6401,6402)

9. Is the footwear molded, vulcanized or cement construction? yes ____ no ____
10. Are the external surfaces of the upper, the sole and any lining (all accessories and reinforcements included) over 90% PVC?
    yes ____ no ____
11. Is the footwear designed for use without closures?
    yes ____ no ____
12. Is the external surface area of the upper (all accessories and reinforcements included) over 90% R/P?
    yes ____ no ____
13. Is the footwear protective in nature?
    yes ____ no ____
14. If the answer to question 13 is yes, are the uppers entirely of non-molded construction from a point 3 cm above the top of the outer sole?
    yes ____ no ____
15. Does the footwear have a foxing or foxing-like band?
    yes ____ no ____
16. Is the footwear:
    a. zoris ____
    b. made on a base or platform of wood ____
    c. made on a base or platform of cork ____
    d. open toe or open heel ____
    e. exclusive adhesive construction ____
    f. slip-on type ____
    g. one piece molded sandal ____
    h. none of the above ____

C. Complete question 17 only when uppers are leather and soles are leather, composition leather, or R/P.(6403)

17. Is the footwear?
    a. welt construction ____
    b. turn, or turned construction ____
    c. constructed of uppers consisting of leather straps across the footstep and around the big toe ____
    d. made on a base or platform of wood ____
    e. constructed with pigskin uppers ____
    f. none of the above ____

D. Complete question 18 only when the uppers are textile materials and soles are leather or composition leather.

18. Is the footwear less than 10% by weight of R/P or less than 50% by weight of textile materials, and R/P?
    yes ____ no ____

E. Complete questions 19 to 21 only when the uppers are textile materials and you checked 4.c or 4.d.

19. Does the footwear have a foxing, foxing-like band or soles that overlap the upper except at the toe or heel?
    yes ____ no ____
20. Is the external surface area of the upper more than 50% leather (leather accessories and reinforcements included) **If yes, answer no further questions; if no continue to** question 21.
    yes ____ no ____
21. Is the footwear:
    a. less than 10% by weight of R/P ____
    b. constructed with uppers of vegetable fibers (cotton, flax, ramie) ____
    c. protective in nature ____
    d. open toe or open heel ____
    e. slip-on type ____
    f. exclusive adhesive construction ____
    g. athletic footwear ____
    h. none of the above ____

F. Complete questions 22 and 23 only when uppers are textile and the soles are entirely textile materials. (6405)

22. Are the uppers and soles separate pieces?
    yes ____ no ____
23. Does the footwear have:
    a. uppers of vegetable fibers (cotton, flax, ramie) ____
    b. uppers and soles of wool felt ____
    c. neither of the above ____

G. Complete question 24 in all other cases(6405)

24. Is the footwear:
    a. constructed with uppers of leather or composition leather ____
    b. constructed with uppers of textile materials ____
    c. disposable footwear ____
    d. none of the above ____

Instructions: Complete questions 1 through 8 (Part A) for all styles. Which of the remaining questions (9 through 24) must be answered depends on the material of the upper and the sole (questions 3 & 4). If you cannot determine which set of questions applies answer all questions (9 through 24).

Definitions:

a. Athletic footwear covers Tennis Shoes, Basketball Shoes, Gym Shoes, Training Shoes, and the Like, whether or not principally used for such athletic games or purposes.

b. Men's, Boy's, and Youth's sizes cover footwear of American youth's sizes 11-1/2 and larger for males, and do not include footwear commonly worn by both sexes.

c. Composition Leather is made by binding together leather fibers or small pieces of natural leather. It does not include imitation leather not based on natural leather.

d. Leather is the tanned skin of any animal from which the fur or hair (if any) has been removed.

e. In Exclusively Adhesive Construction footwear, all of the piece(s) of the bottom would separate from the upper, or from each other, all adhesives, cements and glues were dissolved. It includes shoes in which the pieces of the upper are stitched to each other but not to any part of the bottom. It does not include: 1. vulcanized footwear; 2. injection molded footwear; 3. footwear in which staples, rivets, stitching, or any of the methods above are either primary or auxiliary.

f. Footwear is considered Protective when designed to protect the foot against water, oil, cold or inclement weather.

g. Rubber and/or Plastics includes any textile material visibly coated (or covered) externally with one or both of those materials. The coating must be visible to the naked eye.

h. Slip-on footwear includes: 1. a boot which must be pulled on; 2. footwear with elastic gores which must be stretched to put on.

i. Sports footwear includes: 1. footwear which is designed for a sporting activity and has, or has provision for the attachment of spikes, sprigs, cleats, stops, clips, bars or the like; 2. skating boots; 3. ski boots; 4. cross-country ski footwear; 5. wrestling boots; 6. boxing boots; and 7. cycling shoes.

j. Textile Materials are cotton, other vegetable fibers, wool, hair, silk, and man-made fibers. NOTE: cork and cardboard are not textile materials. Do not fill in A.4.e. (relating to soles) unless the textile material satisfies the requirements of Additional Note 5, Chapter 64 or makes up the entire outer sole.

k. In Turned or Turn Construction the upper is stitched to the leather sole when inside out. The shoe is then turned right side out.

l. Vegetable Fibers include cotton, flax, and ramie, but do not include either rayon or plaiting materials such as rattan or wood strips.

m. Waterproof footwear includes footwear designed to protect against penetration by water or other liquids, whether or not such footwear is primarily designed for such purposes.

n. Welt footwear means footwear constructed with a welt, which extends around the edge of the tread portion of the outer sole, and in which the welt and shoe upper are sewed to a lip on the surface of the insole, and the outer sole is sewed or cemented to the welt.

o. A Zori has a single piece molded upper which is either "V," "Y," or "X" shaped, is distinct from the sole, and is secured to the sole by plugs. The sole is of uniform thickness.

NATIONAL LOGISTICS
AZTECA
Supply Chain Management

NOVO HAMBURGO, RS., 2002.
FCR NBR.:

.....
.....
.....

Copy not negotiable

We declare that merchandise covered by:.....
Orders.. .....

Cartons:..... Invoice Nbr..... Pieces: ....
G. Weight: .....
Has been irrevocably received by us from .....
on behalf of consignee. Therefore, we warrant that merchandise referring to the above to orders and invoices,
s to move in consolidation with merchandise from other suppliers for .....
.....

..... Shipment to: .....

.....
.....
.....

Also, we have sent proper and complete sets of documents as required by letter of credit No. .....
.....

"FREIGHT COLLECT" RE.: .....

..... Also Notify: .....
....
....

AZTECA INTERNATIONAL LOGISTICS
FREIGHT FORWARDER FOR GENESCO, INC.

ASTECA RIO CARGA INTERNACIONAL LTDA.
Rua Saldanha Marinho – No 383 – Bairro Rio Branco – Novo Hamburgo – Cep 93320-060
TEL 55-51-3065 5555 FAX 55-51-3065 2222

CLAFF ENTERPRISES P.O.

CUSTOMER P.O. _____

AFFIDAVIT FOR COMPONENTS OF U.S. ORIGIN

The undersigned does hereby certify on behalf of and authorized by SHOE CARTON CORPORATION (Seller) that Seller's component identified as DOCKERS CARDBOARD SHOE BOXES (Seller's Part No. and Description) is of United States origin.

The seller further certifies the following statements:

a) The component is not, and will not be, the subject of a claim for drawback by the Seller based upon intended exportation of the goods from the United States.
b) If the component is made from foreign materials, such materials have undergone substantial Transformation in the United States. Substantial transformation, as set forth in Customs Regulations, occurs when, as a result of manufacturing processes, a new and different article emerges having a distinct name, character or use which is different from that originally possessed by that article or material before being subjected to the manufacturing process. The mere finishing of modification of a partially or nearly complete foreign product in the United States will not result in the substantial transformation of such product, and it remains the product of foreign origin.
c) If the component was assembled or processed abroad, (regardless of the origin of its sub-components being assembled), the component is not considered to be U.S. origin, in accordance with Customs Regulations, unless they were subjected to further processing in the United States, after importation, which caused a substantial transformation, as described in (b) above.
d) The component was manufactured by Seller in Seller's plant, located at METHUEN, MA. Seller certifies that he has manufactured the component at aforementioned plant since 1969 and furthermore, Seller has not manufactured component at any plant owned by Seller outside of the United States.
e) Seller does not purchase component from any other source, either within the U.S. or abroad.
f) Seller agrees to advise DOCKERS in writing of any changes in the above certified statement of fact which affect the origin of the component identified herein.

AUTHORIZED INDIVIDUAL:

SHOE CARTON CORPORATION
105 PLEASANT VALLEY STREET
METHUEN , MA 01844

SIGNATURE

Genesco
LICENSED BRANDS

GLB Footwear Quality Assurance

Final Inspection Certificate

Certificate Issued by Genesco

Certificate of Inspection No. _____ Date: _____

Supplier: _____ Factory: _____

Order No. _____ Style No. _____

Quantity not more than _____

Approved X-Factory date: _____

Total Carton Weight _____ Total Carton Number _____

Inspection result: _____

Conclusion:

On the basis of the above findings based on a randomly selected statistical sample we find the shipment referenced above acceptable. This certificate does not relieve seller/supplier from their contractual responsibility with regards to quality/quantity of this delivery nor does it prejudice Genesco Inc.'s right to claim towards seller/supplier for compensation for any apparent and /or hidden defects not detected during our random inspection.

SIGNATURE **DATE**

INSTRUCTIONS FOR EXPORT TO CANADA

In an effort to grow our business in Canada, GLB has signed an agreement with Indeka Imports Limited, a wholesale company located in Canada. All orders to be shipped to Canada will be placed through GLB Sourcing only; do not except orders that may be faxed directly from Indeka Imports Limited. All shipments will be made from the factory directly to Indeka via their selected freight forwarder. All financial transactions will be conducted directly with Indeka through their selected financial institution. All necessary information is outlined below. Any questions should be directed to GLB Sourcing.

In addition, each Monday morning please e-mail a list of Purchase Orders shipped to Canada over the weekend. This e-mail should go to GLB Sourcing Director directly and should include all POs shipped and size breakdowns for any short shipments.

PRODUCTION SCHEDULING

A GLB Purchase Order will be issued with an Indeka Purchase Order number listed in the Special Instructions area. The GLB Purchase Order number should be used to list POs on the Production Schedule that you prepare each week.

PACKING INFORMATION

1. Each pair of footwear will have to be marked with a clear sticker bearing the following information printed in “Black” ink. Place this sticker under the tongue of each right shoe.

FOR LEATHER LINED FOOTWEAR	FOR SYNTHETIC LINED FOOTWEAR
Leather upper – Leather linings Made in China	Leather upper – Synthetic lining Made in China
Tige en Cuir - Sametic en Cuir Fabrique en China	Tige en Cuir - Sametic Synthetique Fabrique en China

2. Each Inner box will be marked with a UPC sticker exactly as GLB shipments; refer to instructions outlined in GLB Sourcing & Protocol Manual. In addition, a Pressure Sensitive label detailing the color name in French will be attached directly above the UPC sticker (see sketch in section 7, page 9). Translation for each color name will be provided so that you may produce these stickers. Specifics for the sticker follow:
   - sticker will be solid “White” with “Black” letters
   - use News Gothic MT font
   - sticker will measure 10mm wide and be long enough to accommodate each color name
   - color names will be listed with the English word first, followed by the French translation example: **BLACK / NOIR**

3. Do not attach Hang Tags to goods being produced for shipment to Canada.

4. Each outer carton will be marked as illustrated by the following sketch. Reference GLB Sourcing & Protocol Manual for additional information.

90-1410

UPC

10.5 M
PAIRS 12
GLB PO 79-012345
Indeka PO 1234
Production Date: 9-9
Factory Name
Made in China
Carton # 1 of 300

SHIPPING INFORMATION FOR EXPORT TO CANADA
All goods will be shipped directly to Canada, via Indeka's freight forwarder. Contact information follows:

HONG KONG
Kuehne & Nagel (Asia Pacific) Management LTD
25/F CRC Protective Tower
38 Gloucester Road
Wanchai – Hong Kong
852-2823-7688
852-2527-8396 fax

BRAZIL
Ocean Express
Rua Tapef, 195
Nova Hamburgo, Brazil
051-594-8688
Mr. Martelo Daroz

PAYMENT INFORMATION
Indeka will pay each factory directly for shipments made to Canada. Indeka will be working with the following financial institution to issue Letters or Credit.

Bank of Montreal
155 Rexdale Boulevard
Rexdale, Ontario M9W 5Z8
Contact: Stephanie Provvisionato
416-744-6337

Please forward all Pro Forma Invoices to GLB Sourcing. These will then be passed on to Indeka in order to set up each L/C. Note, all L/C discrepancies and extensions will have to be negotiated with Indeka.

FREIGHT FORWARDER CONTACT LIST

PLEASE CONTACT ONE OF THE FOLLOWING GENESCO FREIGHT FOWARDERS WHEN SHIPMENTS ARE READY TO X-FACTORY. SHIPMENTS MUST BE BOOKED WITH A FREIGHT FORWARDER 21-28 DAYS BEFORE THE X FTY DATE

ASIA – OCEAN SHIPPING (including LCL)

ALL Ports, China, Hong Kong, and Taiwan – A.P. Moller – Maersk China – Chengdu Office Contact Person: Baosheng Pi (Mark) Phone: +8399705053 Email: mark.pi@lns.maersk.com Cargo Planning / Backup: Amy.liao@lns.maersk.com	Turkey Maersk / Damco Istanbul Office Contact Person: Safa Burak Yildirim Phone: +90 531 650 90 47 PIN: 8045 Email: safa.yildirim@lns.maersk.com
All Ports, Vietnam – Maersk Vietnam Ltd Contact Person: Thi Thao Nguyen Le (Thao) Phone: +842835203962 Email: nguyen.le@lns.maersk.com	
All Ports, India - Maersk India Pvt, Ltd. Contact Person: Komal Patil Phone: +912250492208 Email: komal.patil@lns.maersk.com Backup: Snehal Bhosle Backup Email: Snehal.bhosle@lns.maersk.com	
Karachi, Pakistan - Maersk Pakistan Contact Person: Muhammad Hamza Anwar (Hamza) Phone: N/A Email: m.h.anwar@lns.maersk.com Backup: Muhammad Saad (Saad) Backup Email: saad.shaikh@lns.maersk.com	

PLEASE CONTACT ONE OF THE FOLLOWING GENESCO FREIGHT FOWARDERS WHEN SHIPMENTS ARE READY TO X-FACTORY. SHIPMENTS MUST BE BOOKED WITH A FREIGHT FORWARDER 21-28 DAYS BEFORE THE X FTY DATE

ASIA – AIR SHIPPING

Hong Kong, Hong Kong – Expo Freight (Hong Kong) Limited Contact Person: Eunice Wong Phone: 852 2620 6318 Email: eunicewong@efl.global Backup: Kit Ying Mak Backup email: kitmak@efl.global	Bangalore, India – Expo Freight (Bangalore) Limited Contact Person: Pradeep G Phone: 91 80 43563110 Email: pradeepg@efl.global Backup: Manish Kushwaha Backup email: manishk@efl.global
Shenzhen / Yantian, China – Expo Freight (Shenzhen) Limited Contact Person: Bob Jiang Phone: 43 83 186 03031788 Email: bobjiang@efl.global Backup: Eddie Wong Backup email: eddiewong@efl.global	Chennai, India – Expo Freight (Chennai) Limited Contact Person: B. Harish Phone: 91 44 43438544 Email: bharish@efl.global Backup: Y.R. Nagaraj Singh Backup email: nagarajyr@efl.global
Shanghai, Xiamen, Ningbo, China – Expo Freight (Shanghai) Limited Contact Person: Miller Chen Phone: +86 21 63130153 ext 804 Email: millerc@efl.global Backup: Vivi Wang Backup email: viviw@efl.global	Mumbai, India – Expo Freight (Mumbai) Limited Contact Person: Satyawan Parab Phone: 91 22 61404710 Email: satyawanp@efl.global Backup: Subhash Dixit Backup email: subhashd@efl.global
Qingdao, Tianjin, Xingang, China - Expo Freight (Shanghai) Limited Contact Person: Allison Wang Phone: +86 0532 5568 0125 Email: allisonw@efl.global Backup: Tommy Chen Backup email: tommyc@efl.global	Pakistan – Seagold (Private) Limited as agents for EFL Global Contact Person: Mani Phone: 92 21 35205013 ext 123 Email: mani@seagoldlimited.com Backup: Israr Ahmed Backup email: khiairmng@seagoldlimited.com Backup: Muhammad Hussain Backup email: khiair@seagoldlimited.com

PLEASE CONTACT ONE OF THE FOLLOWING GENESCO FREIGHT FOWARDERS WHEN SHIPMENTS ARE READY TO X-FACTORY. SHIPMENTS MUST BE BOOKED WITH A FREIGHT FORWARDER 21-28 DAYS BEFORE THE X FTY DATE

ASIA – AIR SHIPPING (cont.)

Hanoi, Vietnam –	

Expo Freight Vietnam Contact Person: Ms. Trang Nguyen Phone: 84 28 3930 6233 ext. 306 Email: vnm-han-airops@efl.global Backup: Dieu Linh Pham Backup email: dieulinh@efl.global	
Ho Chi Minh City, Vietnam – Expo Freight Vietnam Contact Person: Jenny Pham Phone: 84 8 3930 6233 Email: jennypham@efl.global Backup: Nan Bui Email: vnm-cs18@efl.global	
Turkey – Borusan Lojistik Contact Person: Hande Gunduz Phone: +90 212 942 2084 Email: hande.gunduz@borusan.com Backup: Tolga Sayilgan Backup phone: +90 232 488 09 55 Backup email: tolga.sayilgan@borusan.com	

PLEASE CONTACT ONE OF THE FOLLOWING GENESCO FREIGHT FOWARDERS WHEN SHIPMENTS ARE READY TO X-FACTORY. SHIPMENTS MUST BE BOOKED WITH A FREIGHT FORWARDER 21-28 DAYS BEFORE THE X FTY DATE

EUROPE – AIR AND OCEAN SHIPPING

Italy - Ocean Shipping Albatrans Spa Contact Person: Ilaria Lunardi Phone: 0557223259 Email: i.lunardi@albatrans.com	Portugal - Ocean Shipping Maersk Spain, Valencia Office Contact Person: Gabriela Rigi Luperti Email: gabriela.rigi.luperti@lns.maersk.com
Italy - Air Shipping Albatrans Spa Contact Person: Andrea Capretti Phone: 02 26950206 Email: a.capretti@albatrans.com	

SOUTH AMERICA – AIR AND OCEAN SHIPPING

Brazil – Ocean Shipping Intercargo de Franca Ag.C.P.I.E. Ltda Contact Person: Denise Nascimento Email: denise@intercargofranca.com.br Phone: (0XX) 16-3711-8500 Backup Person: Roberto Silva Backup email: robertosilva@intercargofranca.com.br Backup Person: Ana Carolina Jacinto Backup email: anacarolina@intercarogofranca.com.br	Peru – Air and Ocean Shipping Sovereign Logistics del Peru S.A.C Phone: (511) 743 8020 Person: Gluadia Gomez Email: cgomez@sovlog.com Backup: Francisco Duque Backup email: fduque@sovlog.com
Brazil – Air Shipping Expo Freight Contact Person: Elaine Moore Phone: +55 41 99191-2091 Email: elainem@efl.global Backup Person: Karina Puczapski Backup email: karinap@efl.global	

GENESCO'S ENGAGEMENT POLICY & LS&CO'S TERMS OF ENGAGEMENT