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Effective: 5-5-2014 Published: 4-11-2014
1 INTRODUCTION

Hot Topic’s long-term success is dependent on our ability to consistently offer products that meet our customer’s expectations for style, quality and price. Furthermore, we know that consistently obtaining high-quality products on time requires strong relationships with qualified and supportive vendors. You, as our esteemed Vendor, play an important role in the distribution process, which includes understanding the Vendor Terms and Conditions before you accept orders. With the support of our Vendor Relations Department, we expect that our vendors:

- Provide a Statement of Conformity (S.O.C.), which confirms that your product meets all federal and state requirements.
- Adhere to the Purchase Order Terms and Conditions.
- Ensure the production quality of all merchandise matches both our buyer’s specifications and approved production samples.
- Label all merchandise with the Country of Origin (C.O.O.).
- Pre-ticket 100% of merchandise shipped to Hot Topic.
- Properly pack all merchandise per the Purchase Order Instructions.
- Provide ASNs (Advance Shipment Notifications) and use TPM carton labels.
- Ship merchandise within the specified timeframe per the shipment prep guidelines.
- Adhere to Routing Instructions.

The following sections outline in greater detail our specific policies and procedures as they pertain to correct merchandise preparation, shipping and routing methods and invoicing, product development and quality assurance. We anticipate that the Vendor Manual will be read carefully and shared with the appropriate personnel in your organization as well as any participating third parties. Violations of our policies and procedures will result in direct chargebacks to you to offset additional costs to correctly package, label, or dispose of unsatisfactory products.

If there are any questions regarding the information provided, please direct your inquiries to the appropriate contacts listed in the section of this manual labeled “Key Contacts.” We look forward to strengthening our partnership through a clear understanding of our requirements.

It is highly recommended that all vendors review the Vendor Manual in its entirety. Ensure all appropriate personnel in your organization also familiarize themselves with the revised standards applicable to their duties.

Please note that during the most recent revision process, the entire manual was reformatted, reorganized and rewritten for clarification and convenience purposes.

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1 For convenience, the term “Hot Topic” is being used to refer to Hot Topic, Inc., Hot Topic Merchandising and any of its subsidiaries, including Hot Topic, Torrid, and our newest addition, Blackheart.

Effective: 5-5-2014    Published: 4-11-2014
2 VENDOR TERMS AND CONDITIONS

1. All Agreements in Writing. No contract, agreement or other commitment shall be binding against Hot Topic unless or until reduced to a writing and signed by Hot Topic in accordance with its then current policy for contract approval. Emails, verbal statements, and other such informal communication shall not be deemed a binding commitment by Hot Topic. Vendor's acceptance of the Vendor Manual, including these Vendor Terms and Conditions, by means of Hot Topic's TPM system, shall constitute a binding commitment by Vendor.

2. Priority of the Vendor Terms & Conditions. These Vendor Terms and Conditions and the terms of any purchase order approved by Vendor and Hot Topic (collectively “Vendor Commitments”) shall be binding on the Vendor and its affiliates involved in the transactions contemplated by the Vendor Commitments, regardless of whether Vendor may have submitted or may submit its own terms or other documentation. In the event of a conflict between (a) these Vendor Terms and Conditions, (b) the terms set forth on any purchase order or similar such document prepared by Hot Topic (a “Purchase Order”), and (c) any Vendor form, order, invoice, terms and conditions, or similar such document (collectively “Vendor Documentation”), the conflict shall be resolved by giving first priority to these Vendor Terms and Conditions, second priority to the Purchase Order and third priority to any Vendor Documentation.


(a) Merchandise must be delivered to Hot Topic at its designated distribution center(s) (or store, if applicable) on, and no later than, as specified in the Vendor Commitment. Any such authorized partial shipments must be made in like proportion to the size/color breakdown specified by Hot Topic. The earliest date Merchandise may be delivered to Hot Topic shall be such date indicated in the Vendor Commitment. Time is of the essence with respect to Vendor's obligations arising under any Vendor Commitment.

(b) Hot Topic may, in its sole and absolute discretion, reject and/or return any and all merchandise, goods, services and/or materials (collectively referred to as “Merchandise”) if any portion: (a) varies from the quantity identified on the Vendor Commitment by more than 3% in any SKU or other specification; (b) is or will be delivered after the date of delivery and receipt set forth in the Purchase Order, time being of the essence with respect to delivery dates; (c) is not in full conformance with all specifications, prototype(s), Hot Topic approved production samples, TOP samples, and Hot Topic quality standards and industry standards (collectively the “Merchandise Standards”); (d) is completed or shipped contrary to specifications or prototype(s), packing/shipment details or other instructions, including instructions set forth in this Vendor Manual; (e) of the Merchandise is not as warranted; or (f) if Vendor otherwise breaches any provision of the Vendor Commitment or any other commitment of Vendor. In the event of any such return or rejection, Hot Topic may charge Vendor and Vendor is liable for all expenses of unpacking, inspecting, storing and shipping any such items, as well as necessary ticketing, packing, unpacking and other special handling contemplated by the Vendor Commitment but performed by Hot Topic. In the event of any such return or rejection, except as otherwise agreed in writing by Hot Topic, Vendor shall promptly: (i) advise Hot Topic to return the rejected Merchandise to Vendor at
Vendor's sole cost; (ii) refund to Hot Topic all amounts paid for the Merchandise; (iii) pay all claims for damages and expenses reasonably incurred by Hot Topic; and (iv) ensure the all of Hot Topic’s Intellectual Property is removed from the Merchandise. In addition, in the event Hot Topic reasonably concludes the Merchandise of Vendor must be recalled for any reason, Vendor shall be responsible for all costs of such recall, including costs of customer notifications, shipping, and customer refunds. Hot Topic reserves the right to exercise any other remedy permitted by law. Hot Topic shall have no obligation with respect to the storage, safety, or return of any rejected Merchandise.

(c) If Hot Topic has any other Vendor Commitments with Vendor and Vendor fails to comply with or breaches any obligation, covenant, representation or warranty hereunder, Hot Topic shall also be entitled, at any time, to cancel, or suspend its performance (in whole or in part) under any other Vendor Commitments, and to set off against any amounts payable to Vendor any indebtedness or liability of Vendor or any claims of Hot Topic against Vendor.

(d) All unsatisfied Vendor Commitments will automatically cancel in the event of the insolvency of Vendor or in the event that Vendor files a voluntary petition under any bankruptcy or insolvency law or makes an assignment for the benefit of creditors or in the event a petition under any bankruptcy or insolvency law is filed against the Vendor.

4. **Inspection & Testing Right.**

(a) Hot Topic or its representatives shall have the right to inspect and examine, and Vendor shall make available immediately upon demand, any and all Merchandise and materials used during any phase of production or after production. It is expressly understood by Vendor that the inspection by Hot Topic is Hot Topic’s right, rather than its obligation. Acceptance of Merchandise shall be conditioned upon final inspection approval at Hot Topic’s distribution centers (or stores if applicable). Neither Hot Topic’s inspection of any Merchandise and materials nor its acceptance thereof shall constitute a waiver of any of Hot Topic’s rights or remedies herein, including those arising from or related to late shipment(s), Defective Products, or any other breach of a Vendor Commitment.

(b) Hot Topic shall have the right to require testing of Vendor’s Merchandise by authorized chemical laboratories and other such laboratories commonly used by retailers to ensure the compliance of the Merchandise with the Merchandise Standards, the terms of Vendor Commitment(s), and All Laws applicable to the Merchandise and Hot Topic. All such testing shall be at the cost of Vendor.

(c) If an Epidemic Failure occurs within ninety (90) days after Hot Topic receives Merchandise from Vendor, Hot Topic may, at its sole discretion, reasonably assume that all the units of such Merchandise with respect to that Purchase Order are Defective Products. In such event, Hot Topic will be entitled to take action at its sole option to reject and/or return all of the units of such Merchandise at Vendor’s expense and risk. “Epidemic Failure” shall mean the Merchandise delivered to Hot Topic of which an amount equal to or more than three (3) percent (%) of any SKU or specification are Defective Products. “Defective Products” shall mean that Merchandise, or any portion thereof, fails to conform to the Merchandise Standards, the Vendor Commitment, or any representations and warranties of Vendor.

Effective: 5-5-2014 Published: 4-11-2014
5. **Exclusivity.** In the event of a Vendor Commitment in connection with which Vendor and Hot Topic have agreed upon an “exclusive”, Vendor agrees to comply with the relevant terms and conditions thereof, including terms and conditions relating to scope, minimums or maximums, geographical or commercial parameters, and time. Vendor agrees a breach of such exclusive terms shall constitute a breach hereof.

6. **Invoicing & Use of Factors.**

   (a) All invoices submitted by Vendor for payment by Hot Topic must meet invoice requirements as set forth in the Vendor Manual. Hot Topic shall have no obligation to make payment on any Vendor invoices received by Hot Topic more than six (6) months after the date on which Hot Topic shall have accepted the Merchandise.

   (b) Except as agreed in writing by Hot Topic and for commercially reasonable use of “factors” as referenced in the Vendor Manual, Vendor shall not delegate or assign any obligations under a Vendor Commitment. Notwithstanding the foregoing, Hot Topic shall be under no obligation to pay any assignee, transferee, subcontractor, supplier, factor, or facility for any Merchandise, payment, or amount unless it has specifically agreed to do so in a writing signed by an officer of Hot Topic. As an accommodation to Vendor, Hot Topic may make payments to an assignee, transferee, subcontractor, supplier, factor or facility for Merchandise, however Hot Topic shall assume no liability for any such payments. Hot Topic may, but shall not be required, to rely on any assignment of Vendor’s right of payment to a factor if Hot Topic reasonably believes such assignment is valid. Vendor forever disclaims and waives any liability of Hot Topic for and shall, upon demand, reimburse Hot Topic for any and all costs and damages incurred by Hot Topic in connection with any such transfer or any payment actually made by Hot Topic.

7. **Risk of Loss & Other Vendor Responsibilities.**

   (a) Subject to any specific terms to the contrary set forth in Purchase Order, Vendor irrevocably and unconditionally assumes all risk of loss prior to delivery of Merchandise, including time in transit with any common carrier, whether shipping costs are paid by Vendor or paid by or billed to Hot Topic, and whether any applicable shipping contract is with Vendor or Hot Topic or its expressly designated consolidator. Subject to any specific terms to the contrary set forth in Purchase Order, Vendor irrevocably and unconditionally assumes all risk of loss after delivery of the Merchandise if such Merchandise is not accepted or is nonconforming or unsatisfactory, is a Defective Product, or if Vendor has otherwise breached any term of a Vendor Commitment. In the event of loss or damage of Merchandise in transit for which Vendor has risk of loss pursuant to this paragraph, Hot Topic agrees to use commercially reasonable efforts to pursue claim(s) with common carrier(s) in the event Hot Topic is the appropriate claimant due to contractual relationship or otherwise.

   (b) Hot Topic shall not be responsible for packing, freight and other costs necessary to deliver Merchandise, or applicable taxes, unless otherwise set forth on the face of a Purchase Order.

   (c) Vendor agrees to comply with all terms of Hot Topic’s “Vendor Code of Conduct”, as may be in effect from time to time. A current copy of which is attached to the Vendor Manual and is incorporated herein by this reference.

Effective: 5-5-2014  Published: 4-11-2014
(d) To the extent that a Vendor Commitment permits Vendor to subcontract to deliver the Merchandise, including to perform any services herein, Vendor shall be fully liable for the actions of any and all of its subcontractors and their respective agents and employees to the same extent to which Vendor is liable for the acts or failure to act of its own employees.

(e) Vendor agrees that it shall be solely responsible for the payment of all wages, fringe benefits, social security, unemployment and similar expenses and taxes in connection with each Vendor Commitment and all Merchandise, including any fines, penalties or other matters arising as a result of any claim Vendor failed to fully discharge such responsibilities.

8. **Representations & Warranties.**

   (a) Vendor represents and warrants, as of the date hereof and as of the date of each shipment, delivery and receipt, respectively, of the Merchandise to Hot Topic: (i) all Merchandise is merchantable and fit for the use and purpose for which it is intended and is free from any defects or matter injurious to persons or property; (ii) the manufacture, packaging, labeling, advertising, delivery and sale of the Merchandise complies with All Laws; (iii) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and shipping the Merchandise comply with All Laws; (iv) Vendor, its agents, contractors, subcontractors, and factories comply in all respects with All Laws, regulations and standards relating to the employment of persons, including Hot Topic’s Vendor Code of Conduct; (v) the Merchandise does not include any product or item which may not be introduced, delivered, received, sold into interstate commerce; (vi) the Merchandise is safe for use by consumers and complies with all applicable consumer product safety laws, rules, and regulations; (vii) the Merchandise may be promoted and sold by Hot Topic, without additional labeling, warnings, conditions, or restrictions, without causing Hot Topic to become liable for violation of any applicable consumer product safety laws, rules, regulations or standards and; (viii) Vendor has, and by virtue of the Vendor Commitment Hot Topic benefits from Vendor having, all necessary Intellectual Property Rights relating to the manufacture, advertising, and sale of the Merchandise, (ix) the promotion and sale of Merchandise by Hot Topic does not, and shall not, violate the Intellectual Property Rights of any third party; (x) to the extent the Vendor Commitment states the Merchandise is exclusive to Hot Topic, Vendor has not, and will not, manufacture, deliver or sell merchandise with similar designs and specification as the Merchandise in the preceding and following twelve (12) month periods; (xi) no portion of the Merchandise contains “conflict minerals” as that term is defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act; (x) Vendor has not exercised any “undue influence” or other pressure on any third party (including any third party laboratory) to improperly influence the results of any testing of the Merchandise; and (xiii) all certifications and lab reports provided by Vendor to Hot Topic shall be true, correct, and complete as to the matters set forth in such reports.

   (b) Vendor is familiar with the location of Hot Topic’s distribution centers and stores (including worldwide via the Internet, the “Sale Locations”). For purposes of these Vendor Terms and Conditions, “All Laws” shall mean and include all applicable federal, state, local, foreign, domestic and other laws, rules, regulations, standards and requirements, including but not limited to the Tariff Act of 1930; the Fair Packaging and Labeling Act; the Federal Food, Drug and Cosmetic Act; the Federal Trade Commission Act; the Magnuson-Moss Warranty Act – Federal Trade Commission Improvement Act;
the Consumer Product Safety Act; the Consumer Product Safety Improvement Act of 2008; the Flammable Fabrics Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Textile Fiber Products Identification Act; the Fur Products Labeling Act; the United States Poison Prevention Packaging Act; the Child Protection Safety Act; the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); International Trade in Endangered Species of Wild Fauna and Flora, as listed in the United States Endangered Species Act; the United States Leachable Lead and Cadmium standards and all other applicable Federal Food and Drug Administration Standards; the Federal Food, Drug and Cosmetic Act, 21 U.S.C. 301 et seq.; laws relating to environmental and transportation matters or those requiring any form of notice or warning in connection with the sale, shipment, storage, marketing or promotion of the Merchandise in all Sale Locations; and all labeling, tagging and manufacturing rules and regulations for all Sale Locations, including but not limited to country of origin labeling requirements; and any amendments thereto. For purposes of these Vendor Terms and Conditions, “Intellectual Property Rights” shall mean and include all rights, title, licenses or other interests in and to all patents, designs, trade names, trademarks, copyrights, trade dress, rights of privacy, rights of publicity, and other proprietary and intellectual property rights necessary or convenient for purposes of manufacturing, distributing, and selling the Merchandise, including for sale by Hot Topic at any of its brick and mortar retail stores and online.

(c) In the event that Vendor breaches any representations or warranties herein or fails to comply with any term or requirement of a Vendor Commitment including but not limited to failure to timely deliver conforming Merchandise, Hot Topic shall be entitled to, in addition to and not in limitation of any other remedies available, at Hot Topic’s sole option and without any liability to Vendor: (i) immediately cancel any Vendor Commitment without advance notice; (ii) reject shipments, in whole or in part; (iii) insist on Vendor’s performance or re-performance under the Vendor Commitment and offset the amounts due under the Vendor Commitment by the actual or estimated damages incurred by Hot Topic; (iv) withhold payments due Vendor; (v) recover any and all actual, incidental and consequential damages, including but not limited to actual or estimated loss of profits or sales and costs to cover, attorneys’ fees and costs, and any penalties or liquidated damages assessed by or paid to the customs authorities of the importing country or any other governmental agency or entity; and/or (vi) offset any amounts due Vendor by any actual or estimated loss incurred by Hot Topic. Remedies of Hot Topic herein shall not be exclusive but shall be cumulative of any other remedy of Hot Topic herein or under any statute or law.

9. Indemnification. Vendor agrees to defend, indemnify and hold Hot Topic and its agents, affiliates and employees harmless from and against any and all claims, allegations, liabilities, fines, demands, causes of action, penalties, damages and expenses (including court costs and reasonable attorneys’ fees and costs) (“Claims”) which any person or entity (including employees or agents of Vendor), whether in privity to Hot Topic or not, may make against Hot Topic, whether based on claim of tort, breach of express or implied warranty, workers’ compensation, or any other legal theory of liability, or if brought as a class action or not, in any way and to any extent arising out of or related to: (a) the design, production, manufacture, packaging, labeling, shipment or sale of any Merchandise; (b) the sale, purchase or use of such Merchandise by Hot Topic or customers of Hot Topic or by any other person or entity; (c) the breach of or failure to perform by Vendor under any provision of any Vendor Commitment; (d) the breach of any representation or warranty contained in any Vendor Commitment; (e) any representation or warranty applicable to consumers with respect to any Merchandise; (f)
the failure of Vendor’s products to comply with All Laws; (g) the failure of Vendor, its agents, contractors, subcontractors, and factories to comply with all laws, regulations and standards relating to the employment of persons, including Hot Topic’s Vendor Code of Conduct; (g) the Intellectual Property Rights applicable to the manufacture, advertising, distribution, promotion, use, and sale of the Merchandise; (h) Vendor’s use of any subcontractor, supplier, factor or facility; (i) the failure of Vendor or the Merchandise to conform to retail and apparel industry standards for design, production, labeling, manufacture, shipment and sale; (j) any “conflict minerals” contained in the Merchandise, as that term is defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, and (k) any negligence, wrongful act, failure to act, misconduct or breach of duty by Vendor in the performance of its duties and obligations. All defense and indemnity obligations of Vendor shall be without limit, without regard as to whether or not Hot Topic furnishes artwork, designs, specifications or inspects the Merchandise, and without regard as to the relative negligence of any party or parties, whether such negligence be sole, contributory or comparative, joint or concurrent, active or passive, and without regard to the underlying merits of the Claim.

10. Insurance. Vendor shall maintain insurance as follows: (a) workers’ compensation insurance as required by applicable law and employer’s liability insurance with limits of $1,000,000 per occurrence with respect to any employee, agent or subcontractor of Vendor; and (b) commercial general liability (including broad form contractual coverage and coverage for personal injury, product liability, bodily injury and property damages arising from the Merchandise) with a minimum limit of $5,000,000 combined single limit per occurrence, with Vendor’s insurance for commercial general liability as primary and not contributory, and name the Hot Topic as additional named insureds under each such policy of Vendor, in the amount of the full policy limits. A waiver of subrogation endorsement is required with respects to the commercial general liability insurance, which policy should be written on an occurrence basis. All insurance required of any Vendor Commitment shall be placed with a carrier possessing a Best’s Rating of “A-” or better, and a minimum Best’s Financial Size Category of “A VII” or higher. Vendor shall use commercially reasonable efforts to notify Hot Topic within thirty (30) days prior to any reduction or cancellation of the coverages set forth above so as to cause Vendor to not comply with the foregoing insurance provisions. Vendor shall maintain the insurance required by this Agreement throughout the term and for at least eighteen (18) months following the last delivery of Merchandise to Hot Topic, and upon request provide Hot Topic evidence of such insurance reasonably satisfactory to Hot Topic.


(a) License to Vendor Intellectual Property. Vendor represents and warrants that as of the date of any Purchase Order and on the date of delivery of the Merchandise, it has lawfully obtained all Intellectual Property Rights to permit the transactions contemplated by the Purchase Order. Except as may otherwise be provided on the face of any Purchase Order, Vendor hereby grants to Hot Topic the irrevocable, worldwide license to the Intellectual Property Rights necessary or convenient to promote, market, and sell the Merchandise in Hot Topic’s “brick and mortar” retail store locations, on any Internet site owned, controlled or licensed by Hot Topic, and all such other locations, methods, outlets and venues for sale of the Merchandise as could be reasonable anticipated by the parties. Other than the license provided by the preceding sentence, Hot Topic understands and agrees that nothing in these Vendor
Terms and Conditions shall cause the Intellectual Property Rights of Vendor to be conveyed to Hot Topic.

(b) **Hot Topic Intellectual Property.** Notwithstanding anything herein to the contrary, Vendor irrevocably acknowledges and agrees that Hot Topic owns all Intellectual Property Rights, worldwide, in and to any and all designs, materials, sketches, drawings, photos, packaging, protectable phrases or slogans, creations, trademarks, logos, and any other work provided by Hot Topic to Vendor or originally created, developed and/or materially modified by Vendor specifically for Hot Topic (collectively, "Hot Topic Designs"). For avoidance of doubt, changes merely to the sizing or color of the Merchandise shall not constitute material modifications. Vendor also acknowledges and agrees that Hot Topic owns all worldwide right to any Derivatives of any Hot Topic Designs. A "Derivative" of any Hot Topic Design shall mean: (a) any revision, addition or other form in which such Designs may be recast, transformed or adapted; (b) any improvement of such designs; and (c) any new information or material derived from such designs, including without limitation new information or material protected under copyright, patent and/or trade secret laws. To the extent that Vendor is deemed to own, acquire or control any rights in the Hot Topic Designs or their Derivatives, including any copyrights or any other rights therein, Vendor hereby irrevocably assigns, transfers and conveys all right, title and interest therein and thereto (and any future ownership and rights, title and interest therein and thereto) to Hot Topic. Vendor further agrees as to all Hot Topic Designs and their Derivatives to assist Hot Topic in any and all countries with such transfer, including the execution of any documents and assignments to Hot Topic or persons designated by it. Vendor agrees not to use any Hot Topic Design or Derivative other than for the purpose of complying with a Vendor Commitment, and agrees not to copy or reproduce or cause to be copied or reproduced, either directly or indirectly, any Hot Topic Design or Derivative without the express written consent of Hot Topic.

(c) **Limited License for Hot Topic Intellectual Property.** Vendor may use Hot Topic’s Intellectual Property on a non-exclusive basis during the term of any active Purchase Order and solely in connection with producing Merchandise for the benefit of Hot Topic. Vendor shall not at any time do or permit any act to be done which may in any way impair Hot Topic’s Intellectual Property Rights including, but not limited to, directly nor indirectly (through its subsidiaries, affiliates, or otherwise) imitating, copying, misapplying or usurping Hot Topic’s Intellectual Property Rights, manufacturing for anyone else using Hot Topic’s Intellectual Property Rights, or selling items using Hot Topic’s Intellectual Property Rights directly to anyone, regardless of whether they use any of Hot Topic’s trademarks. Vendor shall not disclose, distribute, sell, or transfer any of Hot Topic’s labels, hang tags, ticketing, packaging, authenticity markers, Hot Topic Designs, Derivatives, photographs, or other materials to any third parties without Hot Topic’s express authorization in writing. Any breach of this section by Vendor shall constitute a material breach of these Vendor Terms and Conditions. Vendor further acknowledges that any breach will cause Hot Topic irreparable harm that cannot be remedied by monetary damages, such that Hot Topic shall be entitled to immediate injunctive relief. Hot Topic may pursue such relief without having to prove actual damages or post bond. Vendor also agrees that it will get a similar commitment from its subcontractors if it subcontracts any portion of its work under this Agreement.

(d) **Sell-Off.** Hot Topic does not permit the sale by Vendor of non-conforming Merchandise, “factory seconds”, Defective Products, or any other products with Hot Topic’s labels, hang tags, ticketing, packaging, authenticity markers, Hot Topic Designs, Derivatives, photographs, trademarks, trade names, or other materials without Hot

Effective: 5-5-2014 Published: 4-11-2014
Topic’s express authorization in writing. In the limited circumstance where Hot Topic will provide such consent, it is expressly conditioned on Vendor removing any labels, hang tags, ticketing, packaging, authenticity markers, or other items bearing the trademarks or trade names of Hot Topic.

(e) **Vendor Assistance.** Vendor shall, at the expense of Hot Topic, take all such steps as Hot Topic may reasonably request to assist Hot Topic in maintaining the validity and enforceability of its Intellectual Property Rights. Vendor shall promptly notify Hot Topic in writing of any actual, threatened or suspected infringement or unauthorized use of Hot Topic’s Intellectual Property Rights which Vendor has become aware. Hot Topic shall have the exclusive right in its sole discretion to institute any proceedings against such third party in its name and on its behalf. Vendor shall cooperate fully with Hot Topic in any legal action taken by Hot Topic against such third parties, provided that Hot Topic shall pay all reasonable out-of-pocket expenses of such action and all damages relating to damage suffered personally by Hot Topic which may be awarded or agreed upon in settlement of such action shall accrue to Hot Topic.

12. **Force Majeure.** The discontinuance or substantial interference with either Hot Topic’s or Vendor’s business, in whole or in part, by reason of fire, flood, earthquake, unusually severe weather, strikes, wars, Acts of God, embargo, civil commotion, or governmental regulations, which causes are beyond its reasonable control, shall give Hot Topic, at any time thereafter and from time to time, the option to cancel all or any part of a Vendor Commitment without any liability.

13. **Waiver.** The waiver of any provision under a Commitment shall not be construed to be a waiver of any other provision or Hot Topic’s right to later require strict observance and performance of each of the provisions herein. If any term of a Commitment is found to be unenforceable or invalid for any reason, all other terms shall remain in full force and effect.

14. **Dispute Resolution.** Vendor expressly agrees that any and all disputes or claims arising from or related to a Vendor Commitment shall be exclusively resolved by the courts of the State of California, and Vendor waives objections thereto and consents and submits to personal jurisdiction in such courts. It is acknowledged and agreed that all Vendor Commitments are entered into in California, are to be performed in California, and shall be construed and enforced in accordance with the laws of the State of California, exclusive of conflicts of laws provisions and the U.N. Convention on the International Sale of Goods. If Hot Topic seeks to enforce any of its rights hereunder by legal proceedings and prevails, Hot Topic shall be entitled to recover from Vendor any and all costs and expenses incurred by Hot Topic, including but not limited to all attorneys’ fees, court costs and expert fees. No claim, action, suit or arbitration of any kind may be commenced or asserted against Hot Topic later than the earlier to occur of (a) six (6) months from the date which Vendor’s claim, action, suit, or cause of action against Hot Topic first accrued, or (b) if related to Merchandise delivered to Hot Topic, then six (6) months from the date Merchandise was delivered to Hot Topic.

15. **Confidential Information.** Except as required by law, Vendor shall not use, disclose, duplicate, publish, modify or otherwise distribute any Proprietary Information of Hot Topic to any person other than those employees who are actively and directly responsible for the Vendor Commitment without Hot Topic’s written consent. “Proprietary Information” shall include, but not be limited to, any and all technical and non-technical information (including without limitation patent, copyright, trade secret, and ideas,)
inventions, discoveries, processes, art, methods, techniques, equipment, manufacture, composition of matter, material, formulae, improvements, sketches, drawings, designs, algorithms, software programs, models, know-how, and technical data and concepts) disclosed or disseminated hereunder by Hot Topic to Vendor, whether in connection with a Vendor Commitment or otherwise, which information is related to the past, current, future or proposed products or services of Hot Topic or related to pricing, competitive advantages and disadvantages, product and other research, experimental work, product development, design details and specifications, financial information, procurement requirements, purchasing, manufacturing, customer and vendor lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing information and strategies, and information. “Proprietary Information” also includes proprietary or confidential information of any third party who may disclose or disseminate such information to Vendor in the course of Hot Topic’s business. Vendor also agrees to take such reasonable steps as necessary to prevent any unauthorized disclosure of the Proprietary Information by any of its employees, agents, and representatives (collectively, “Representatives”), which steps shall include at least those taken by Vendor to protect its own confidential information of like kind. Vendor shall be responsible for a breach of this agreement by its Representatives. Vendor must segregate any such Proprietary Information from its own or other of its business partners’ information, and promptly return any such information to Hot Topic upon Hot Topic’s request. Vendor acknowledges it may from time to time be exposed to sensitive or confidential information relevant to the public stock marketplace. Vendor agrees not to effect any transaction in any of Hot Topic’s stock while in possession of material, nonpublic information as contemplated by the securities laws of the United States and the various states.

3 VENDOR CODE OF CONDUCT

Workplace Code of Conduct
Hot Topic, Inc. has formulated the following set of standards defining decent and humane working conditions, and has created the attached Principles of Monitoring Workplace Obligations of Companies for use in adherence to those standards. Hot Topic, Inc. wishes to support the ideals explained below through maintaining this Workplace Code of Conduct and the attached Principles, and choosing not to do business with Vendors or other organizations that do not act in accordance with these rules and guidelines.

Hot Topic, Inc. believes that consumers should have confidence that products that are manufactured in compliance with these standards are not produced under exploitative or inhumane conditions. Consequently, Hot Topic, Inc. asks each of its Vendors to comply with the requirements of this Code of Conduct as to it and its employees, and to ensure, monitor and maintain compliance with this Code of Conduct (through implementation of procedures in accordance with the attached Principles) by it and by each person, company or other organization, both domestic and international, that the Vendor works with in connection with its business relationship with Hot Topic.

Effective: 5-5-2014 Published: 4-11-2014
General
In general, each Vendor (and those with whom the Vendor conducts relevant business) shall comply with all applicable laws relating to workplace safety, conduct and other subjects addressed by this Code of Conduct.

For purposes of this Code of Conduct and the attached Principles, all references to “law” or “laws” mean all applicable Federal, state, region, local or other jurisdictional laws, rules and regulations, including those by a government-authorized agency, applicable from time to time to the particular place or practice referenced.

This Code of Conduct and implementation of procedures in accordance with the attached Principles are intended to augment, not replace, applicable laws. To that end, Hot Topic, Inc. requires compliance with both applicable laws and the Workplace Code of Conduct (in accordance with the attached Principles), and such compliance shall obligate adherence to the higher, or more “worker-friendly,” standard in cases of conflict, omission, or inconsistency.

Minimum Requirements

Forced Labor. There shall not be any use of forced labor, whether in the form of prison labor, indentured labor, bonded labor or otherwise.

Child Labor. No person shall be employed at an age younger than 15 years; provided that this minimum age may be 14 where permitted by law.

Harassment or Abuse. Every employee shall be treated with respect and dignity. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse.

Nondiscrimination. No person shall be subject to any discrimination in employment, including with respect to hiring, salary, benefits, advancement, discipline, termination or retirement, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin.

Health and Safety. Employers shall provide a safe and healthy working environment designed to maximize prevention of accidents and injury arising out of, linked with, or occurring in the course of work or as a result of the operation of employer facilities.

Freedom of Association and Collective Bargaining. Employers shall recognize and respect all applicable laws regarding freedom of association and collective bargaining.

Subcontracting and Homeworkers. Vendors and manufacturers may not use subcontractors for the manufacture of Hot Topic merchandise or components without the express written consent of Hot Topic, and only after the subcontractor has entered into a written commitment with Hot Topic to comply with this Code of Conduct. Vendors and manufacturers may not contract, use or employ homeworkers in the production of merchandise or components for Hot Topic.

Wages and Benefits. Employers must demonstrate recognition that sufficient wages are essential to meeting their employees’ basic needs. Accordingly, employers shall pay employees at least the minimum wage required by local law and shall provide all legally mandated benefits.

Effective: 5-5-2014 Published: 4-11-2014
**Hours of Work.** Except in extraordinary business circumstances, employees shall not (1) be required to work more than the lesser of (a) 60 hours per week (of which at least 12 hours must be paid at the applicable premium overtime rate for the jurisdiction for the initial period beyond the relevant defined workday), or (b) the weekly limit on regular and overtime hours allowed by the law of the relevant jurisdiction or, where the laws of such jurisdiction do not so limit the hours of work, the regular work week in such jurisdiction plus 12 hours overtime (at the rate described above); or (2) be entitled to less than one full day off in every seven day period.

**Overtime Compensation.** In addition to compensation for regular hours of work, employees shall be compensated for overtime hours at such premium rate or rates as are legally required in the jurisdiction or, in those jurisdictions where no such laws apply, at a rate at least equal to their regular hourly compensation rate.

**Protection of the Environment.** Vendors and manufacturers must comply with all applicable environmental laws and regulations.

**Monitoring and Compliance.** Manufacturers will authorize Hot Topic and its designated agents (including third parties) to engage in monitoring activities to confirm compliance with this Code of Conduct, including unannounced on-site inspections of manufacturing facilities and employer-provided housing; reviews of books and records relating to employment matters; and private interviews with employees. Manufacturers will maintain on site all documentation that may be needed to demonstrate compliance with this Code of Conduct.

**Myanmar.** No products, or any components (i.e., fabric, “blanks,” tags, or written material) of any products may be produced, manufactured, assembled or otherwise worked on in the country of Myanmar (a.k.a. Burma).

**Principles of Monitoring Obligations of Companies**

Hot Topic, Inc. requires its Vendors, and others who do business with those entities (whether contractors, suppliers or other persons or entities; referred to collectively below as “contractors”) to comply with minimum conduct requirements set forth in Hot Topic’s Workplace Code of Conduct. These Principles of Monitoring have been created to help ensure such compliance.

It is recognized that implementation by companies of internal monitoring programs might vary depending upon the extent of their resources and other circumstances. However, Hot Topic nevertheless requires that any internal monitoring program adopted by a company be consistent with the intent and objectives of these Principles. Hot Topic will also permit delegation of implementation of these Principles or similar principles to independent external monitors, in circumstances where companies do not have the resources, financial or otherwise, to otherwise implement them.

**A. Establish Clear Workplace Standards**

Establish and articulate clear, written workplace standards, which embody the Workplace Code of Conduct and additional conduct requirements and limitations as appropriate under the circumstances to help foster decent and humane working conditions.

Effective: 5-5-2014          Published: 4-11-2014
Convey those workplace standards, including posting as reasonably necessary as described below, to company factories and other worksites (referred to below collectively as “worksites”), as well as to contractors.

Receive written certifications, on a regular basis, from company worksites, as well as contractors, that all workplace standards are being met, and that employees have been informed about the workplace standards.

Obtain written agreement of company worksites, and contractors, to submit to periodic inspections and audits, including by independent external monitors, for compliance with the workplace standards.

B. Create an Informed Workplace

Ensure that all company worksites as well as contractors inform their employees about the workplace standards orally and through the posting of workplace standards in a prominent place (in the local languages spoken by employees and managers) and undertake other efforts to educate employees about the workplace standards on a regular basis.

C. Conduct Periodic Visits and Audits

Have trained company monitors conduct periodic announced and unannounced visits to an appropriate sampling of company worksites and facilities of contractors to assess compliance with the workplace standards.

Have company monitors conduct periodic audits of production records and practices and of wage, hour, payroll and other employee records and practices of company worksites and contractors.

D. Provide Employees with Opportunity to Report Noncompliance

Develop a secure communications channel, in a manner appropriate to the culture and situation, to enable company employees and employees of contractors to report to the company any noncompliance with the workplace standards, with adequate assurance that they will not be punished or prejudiced for doing so.

E. Establish Means of Remediation

Work with company worksites and contractors to correct instances of noncompliance with the workplace standards promptly as they are discovered and to take steps to ensure that such instances do not recur.
4  GENERAL OVERVIEW

Merchandise is classified into 3 different categories that determine the requirements you must follow to do business with Hot Topic Inc. For clarity Hot Topic Inc which includes Hot Topic, Torrid and Blackheart will be referred to as the “Company”.

1. **Product Development or P.D** = This is product designed by Hot Topic Inc. Hot Topic Inc creates a tech pack that is provided to the vendor. All P.D product is managed by the Sourcing and Production team referred to as the P.D team. As a P.D vendor you agree to absorb costs associated with developing tech-packs into samples which may include component development i.e., fabric and trims and various processes such as wash, screen printing, freight etc.

2. **Market** = This is product the Merchant team selects from a Vendor’s Line that must go through our internal fit process and is sold under our respective Hot Topic, Torrid or Blackheart Private Labels. Merchants have the option to accept components as original sample or request alternatives. The Merchant team manages order details such as price, units and cost and determines the aesthetic of the garment before turning over the style to their P.D Partners. The P.D team manages the product from development and fit process through delivery.

3. **Line Buy** = This is product the Merchants purchases from a Vendor’s line with the Vendor’s fit and the Vendor’s label. Line-buy product is managed by the Merchant Team from purchase through delivery.

All P.D and Market product is required to complete the Fit Process which encompasses Proto samples (P.D) or Reference samples (Market), Fit, PP and T.O.P samples.

5  TRADESTONE

TradeStone is a (web based) merchandise/product Lifecycle Management tool. By implementing TradeStone, our goal is to standardize and streamline the communication and process when working with all suppliers, agents and factories. At this time, only Torrid P.D Vendors and a selected number of Market Vendors are required to use Tradestone.

TradeStone is the application through which P.D vendors receive Tech Packs and comments throughout the Fit Process. Market Vendors create their own Tech Pack on TradeStone upon style selection.

All TradeStone users need to acquire a TradeStone license to access the Hot Topic Inc. application. P.D Vendors execute a license agreement with TradeStone through the Tradestone Key which allows access to Licensed TradeStone Products. There is a $250 annual fee, which includes two named users, payable by the third party via paypal or charge card at the time of licensing for the TradeStone Key. If additional user access is required an additional named user account can be purchased for an annual fee of $250 in groups of two named users.

 Accordingly, such use of the licensed products by third parties shall be governed by the terms and conditions of the TradeStone Key license agreement. Third party users will however be restricted in their use in accordance to the access and rights granted. For TradeStone Key Instructions please email tradestoneadmin@hottopic.com

Effective: 5-5-2014       Published: 4-11-2014
6 COMPONENT AND PROCESS REQUIREMENTS FOR P.D & MARKET PRODUCT (TORRID ONLY)

All components used in P.D product or bought at Market and subject to Fit Approval must be pre-approved. This includes fabric, lab-dips, trim, send-out or treatments i.e. embroidery, smocking, screen print, embellishment, garment dye, resin finish, wash etc. Bulk fabric will NOT be approved before 1st fit.

6.1 Fabric and Trim Submits
- During the course of development, the appropriate Product Development Specialist (or Merchant for Market product pending stage of order) will forward quality standards of fabric and trim.
- Each item must be submitted on the completed Fabric/Trim Submit Form. Use card stock only.
- Next, completely fill out the Vendor Portion, (Top portion only) of the Fabric/Trim Evaluation Form and place it on top of the Fabric/Trim Submit Form and submit to the appropriate Product Development Specialist. Return comments will be forwarded to you.
- Bulk Strike-offs must also be submitted on a submit card for approval prior to cutting bulk
- Note: Bulk Fabric will not be approved before 1st fit.

6.2 Lab-dip Submits
- Lab-dips are reviewed in a pantone color viewing box under CWF (cool white fluorescent). It is also the shopping cart button on the pantone viewing box.
- When ordering pantones be sure to use the textile version, not the paper version. It is critical that you use cotton swatches, which is TCX.
- Lab-dips must be submitted on the approved quality fabric only.
- Lab-dips may be submitted on Vendor's internal form provided vendor name, contact information, and all descriptive and reference information regarding submit is clear.
- If you are submitting lab-dips for multiple styles you must submit paperwork separately and attach separate lab-dips to each page. However please submit the separate paperwork for all associated styles at one time.
- Submit lab-dips for self-fabric first. Comments will not be made on contrast fabrics and trim until self-fabric lab-dip is approved.
- Indicate the complete color name and pantone number on submit. Do not use generic names.

6.3 Wash Submits
- Completely fill out the Vendor Portion, (Top portion only) of the Wash Evaluation Form (Card Stock Only), attach to full garment and submit to the appropriate P.D. contact. Return comments will be forwarded to you.
6.4 Artwork Submits

- Artwork files are uploaded to the vendor's FTP (File Transfer Protocol) Folder. If you are a new vendor, our IT team must set-up access to the FTP folder. This should be done as early as possible. The P.D Team will request and forward your vendor name and the e-mail of your contact person who will work with IT on the set-up.
- Completely fill out the Vendor Portion, (Top portion only) of the Artwork Evaluation Form (Card Stock Only), attach to full garment and submit to the appropriate PD contact. Return comments will be forwarded to you.
- All files come in full repeat, Actual Scale format. Vendor should reference the actual scale artwork with the measurement callouts on artwork page to be sure they are printing correct size/dimensions.
- Vendor needs to fill out the Artwork Evaluation S/O form with CORRECT information and printed colors. Vendor must note the printing process that they ACTUALLY used to print, not simply what we requested.
- Vendor MUST use the S/O submission form when submitting prints. Do NOT use the Bulk submission forms unless it is a bulk submit.
- Graphic artwork should be scaled 20% larger for Torrid sizes 3-5.
- Vendor needs to submit photos of artwork scales on paper blocks of all sizes.
- It is very important that vendor reads and acknowledges ALL details called out on Spec Sheet. (I.e. Specific mesh count screens. These are listed for a reason. If vendor does not use the screen quality requested, you will be required to RE-burn new screens for the 2nd round of submits)
Fabric/Trim Submit Form

Date: ____________________________  Vendor Name: ____________________________

Reference #: ____________________________  Vendor Ref #: ____________________________

Fabric Content: ____________________________  Fabric Weight/Construction: ____________________________

Price: ____________________________/yard or pc  Fabric Width: ____________________________/inch

Notes/Comments: ____________________________
FABRIC/TRIM EVALUATION FORM:

VENDOR TO FILL OUT THE TOP PORTION ONLY:

VENDOR NAME: ____________________________ SUBMIT DATE: ____________________________

DEPARTMENT/STYLE #: ____________________________ SEASON: ____________________________

SUBMIT / ROUND: 1ST: ☐ 2ND: ☐ 3RD: ☐ BULK: ☐

FABRIC TYPE / CONTENT / WEIGHT:

FABRIC WASH PROCESS:

PO #5: ____________________________ DDD: ____________________________ TRIM SIZE: ____________________________

PLEASE CHECK WHICH YOU ARE APPROVING: FABRIC ☐ TRIM ☐

AESTHETICS:

APPROVED: ☐ REJECTED: ☐ COMMENTS: ____________________________

HANDFEEL: ☐ ☐

QUALITY: ☐ ☐

COLOR: ☐ ☐

APPROVED BY: ____________________________ DATE: ____________________________

Effect: 5-5-2014 Published: 4-11-2014
**FABRIC/TRIM EVALUATION FORM:**

**BLACKHEART**

**VENDOR TO FILL OUT THE TOP PORTION ONLY:**

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<th>VENDOR NAME:</th>
<th>SUBMIT DATE:</th>
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<th>SUBMIT / ROUND:</th>
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<tr>
<th>FABRIC TYPE / CONTENT / WEIGHT:</th>
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<th>FABRIC WASH PROCESS:</th>
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<th>PO #s:</th>
<th>DDD:</th>
<th>TRIM SIZE:</th>
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**PLEASE CHECK WHICH YOU ARE APPROVING:**

- [ ] FABRIC
- [ ] TRIM

**AESTHETICS:**

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<th>APPROVED:</th>
<th>REJECTED:</th>
<th>COMMENTS:</th>
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- [ ] HANDFEEL:
- [ ] QUALITY:
- [ ] COLOR:

**APPROVED BY:**

______________________________

**DATE:** __________

**Effective:** 5-5-2014

**Published:** 4-11-2014
BlackHeart
Fabric/Trim Submit Form

Date: ____________________________ Requested By: ____________________________
Tradestone Code: __________________ Vendor Ref #: _______________________
Description: _____________________ Woven/Knit/Yarn/Trim: _______________________
Content: _________________________ Weight/Construction: ______________________
Core/Fashion/Seasonal: _____________ Treatment/Wash/Finish: ______________________
Price: ____________________________/yard or pc. Fabric Width: _______________________/inch
Notes/Comments: ________________________________


# WASH EVALUATION FORM:

**VENDORS TO FILL OUT TOP PORTION ONLY:**

<table>
<thead>
<tr>
<th>VENDOR NAME:</th>
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<tr>
<td>DEPT / STYLE #:</td>
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<td>SUBMIT / ROUND #:</td>
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<td>/FABRC.</td>
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<td>/CONTENT/WEIGHT</td>
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<tr>
<td>WASH NAME:</td>
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## WASH AESTHETICS:

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<tr>
<th>HANDFEEL:</th>
<th>APPROVED</th>
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<tbody>
<tr>
<td>BASE COLOR:</td>
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<td>POTASSIUM / HANDSAND</td>
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<td>FRONT</td>
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<td>NECK</td>
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<td>WHISKERS:</td>
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<td>TACKING</td>
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<td>ARTWORK:</td>
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<td>ADDITIONAL COMMENTS:</td>
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Reviewed by: ___________________________ Date: ___________________________
# Artwork Evaluation Form

**Vendor to Fill Out the Top Portion Only:**

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<th>Vendor Name</th>
<th>Submit Date</th>
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<th>Season</th>
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<th>Fabric Type / Content / Weight</th>
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<tr>
<th>Fabric Wash Process / Print Technique</th>
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## Aesthetics

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<th>Color Placement</th>
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<th>Size / Scale (Base Size 2)</th>
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<th>Hand Feel / Quality</th>
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## Color Name / Technique

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Effective: 5-5-2014  Published: 4-11-2014
7 **WIP/PRODUCTION MONITORING (TORRID ONLY)**

- The Product Development Specialists (PDS) is the Vendor’s point persons for the Work in Progress Report (WIP). This includes the tracking of order details including component and process status.
- A WIP report template is sent to Vendors every Monday. It must be accurately filled out and sent back to the respective PD contact by the following Wednesday by noon. **DO NOT CHANGE THE FORMAT.** Internal Vendor or Factory WIPS are not acceptable.
- Failure to comply will result in a chargeback at a minimum of $100.00 for the first offence and increased thereafter.

8 **SAMPLE SUBMIT REQUIREMENTS FOR P.D & MARKET PRODUCT**

(Some submits are specific to brand)

**Proto Development Sample (Torrid Only)**

1. P.D Vendors are forwarded tech packs for price quote and or proto development. Tech packs may be accessed via TradeStone or will be sent to you accompanied with pertinent reference materials such as swatches, trims, inspiration samples etc.
2. Proto samples are used to determine what styles will be purchased. Workmanship, aesthetic and components should be production quality. Non-production quality substitution allowed only when delivery is an issue or production quality fabrics and components are unavailable. Substitutions must be close enough to use for Merchandise meetings.
3. Proto garment tag must be completely filled out and attached at wearer’s left with spec attached. You must indicate if component standards are production quality or substitutes with all discrepancies clearly indicate on tag.
4. Send Proto Samples to the appropriate Sourcing Manager/Product Development Specialist/P.D Contact. Be sure to return any inspiration reference samples with your Proto.
5. Approximately 1 or 2 weeks after the Line Adoption Meeting, (Where we determine styles to be purchased, the proto samples are reviewed by the Design, Tech and P.D to advise Vendors of changes. Proto samples made of production quality, to spec and desired aesthetics may be qualified as a 1st fit. This is at the discretion of the collective P.D Teams. Do not quote deliveries on the assumption a proto sample will be used as 1st fit sample.
6. Proto Samples made of the approved quality, components, aesthetics and to spec, may be used as a first fit at P.D’s discretion. However, there are many determining factors, therefore vendors should not assume Proto will used at 1st fit sample when quoting delivery.

8.1 **Wear Test Sample (Torrid Only)**

A Wear Test sample is worn/washed by a select group of people for a pre-determined amount of time to acquire feedback regarding, fit, recovery, fabric, hand-feel, etc. Wear Test samples are requested for a limited number of specific styles only. The appropriate P.D contact will make the request and upon completion of the wear test forward comments.

**Effective: 5-5-2014 Published: 4-11-2014**
8.2 Market Reference Sample (Torrid Only)
1. When the Merchant selects a vendor's Market style, the Merchant will request a reference sample in the Vendor's original Junior Size.
2. The Market Reference sample is forwarded by the Merchant to the P.D team and must be in correct fabric, color and trim and indicative of intended styling or have component references attached to sample. If color or graphic is incorrect then a cad of the correct graphic must be attached with a sheet with the correct colors or other info.
3. For quality continuity on the selling floor, components must be comparable to PD Standards.
4. Market Reference sample garment tag must be completely filled out and attached at wearer's left. You must indicate if component standards are production quality or substitutes with all discrepancies clearly indicate on tag.
5. Fit Samples will not be fit without the corresponding Reference sample on hand.
6. Screen tee vendors must submit an image/picture of the style on the tech-pack detail Sheet.

9 FIT PROCESS (HOT TOPIC, BLACKHEART, TORRID)

Fit Schedules
Fit arrival delivery cut off is before 1:00pm the day before the scheduled fit. Two business days are allotted to send Fit Comments AFTER the fit session. Please schedule fits for morning delivery the day BEFORE the scheduled fit. Fits that arrive after 1:00PM will be considered as received the following day and may not be fit until the next fit session. DO NOT SEND E-MAIL INQUIRIES OR CALL THE FIT DEPARTMENT PRIOR TO Two Business days.

For specific fit times by category contact the appropriate Tech. Due to scheduling and workload Fit times are subject to change without notice.

9.1 Fast-Tracking
Fit Comments are sent through via TradeStone or Excel. To manage heavy workloads or meet urgent deliveries the comment format may be modified as needed. The Tech may opt to send photos with call-outs via e-mail or discuss style via skype. We may also send retail samples or other reference samples to help you achieve fit, style lines and aesthetic.

9.2 Vendors Attending Fit Sessions
1. Vendors may attend fit sessions provided it helps expedite the fit process. Appointments are subject to availability and must be scheduled through the appropriate Technical Designer. Vendors must have appointment confirmation prior to arriving.
2. Vendors must be prepared and fits submits must represent their best effort with requested changes/revisions properly executed. Only styles pre-discussed will be fit with Vendor. Vendors are not permitted to bring random additional samples for a private working session.
3. Vendor representatives may be limited to Vendor Patternmaker or Technical staff. Salespersons or additional vendor staff is subject to pre-approval. Fit time may be billed back to the Vendor when special accommodations are made or extra fits are necessary do to vendor error.

Effective: 5-5-2014 Published: 4-11-2014
4. Vendors may be charged back for the Fit Session if the appointment was necessary because of vendor error, poor execution, or if vendor is not prepared for the session. Fit time will be charged at 1.5 times the total model rate to cover associated costs.

9.3 Spec Sheet Requirements

A detailed spec must be attached to the garment tag indicating the garment measurements. Vendors on TradeStone are to utilize the specs generated by the application.

Non-TradeStone vendors, (those not assigned to utilize the application), must use the following format for all submit samples: Proto, Fit, PP or TOP.

- Example; if the requested CB Length is 30" and your garment measures 28 ¾" it should be written as 28 ¾" (-1¼).

9.4 Patterns and Markers

During the Fit Process the Tech may request an electronic or soft copy (Pattern Tracing); electronic marker and graded nest. This is our normal procedure to achieve the best fit and have continuity of fit.

1. Base size pattern should be with 0% shrinkage if applicable. The shrinkage must be indicated in the width and length of the pattern.

2. Patterns must have a style number and indicate if it is a fit, PP or Production pattern.

3. A pattern request may be made whether you received a tech-pack or not. Vendor to submit pattern (paper or electronic) when requested by Technical Design Team.

4. Vendors must not change pattern shapes and/or measurements to achieve a better marker yield as this affects the overall fit of the garment.

5. There must be a 1/8" distance between pattern pieces in the production marker for the following: armholes and front/back rises. Pattern pieces cannot be touching or overlapping in the areas mentioned.
There are 3 types of samples within the fit approval process.
- Fit Sample
- Pre-Production (PP)
- Top of Production

### 10.1 Fit Sample

1. Vendors must account for sufficient lead-time to complete the fit process including PP and TOP.
2. There is a maximum allowance of 2 fits. After 2 fits, the order is subject to cancellation and Vendor may be billed for additional fit time. It is the Vendor’s responsibility to maintain quoted delivery dates.
3. Fit samples must be in the correct production fabric and trim quality. Fits that are not made in production quality goods will NOT be fit.
4. You must use the same piece goods throughout the fit process. Please submit samples in the lightest color-way ordered if possible. For example: If black and white are on order, submit fit sample in color white as potential problems are more visible in lighter colors and can be addressed promptly.
5. Allowed substitutions must not affect fit in any way, meaning it can be the incorrect fabric color, print, pattern or shade but NOT the incorrect construction, content, weight or wash where it would have an impact on the spec measurements. Denim processes vary by color, therefore no color or process substitutions are allowed for the fit. A vendor can sub a black zipper for a brown zipper but not a 20” zipper for a 25” Zipper.
6. Samples submitted out of tolerance will NOT be fit.
7. Market Fit samples will NOT be fit if Market reference sample is not on hand.
8. Vendors are required to pre-measure all submits according to our points of Measure (POM). Vendors must indicate specs for all points of measure and indicate the variance to spec in parenthesis.
9. After fit approval you will be provided a full graded spec to begin submission on requested PP sizes.
10. Vendors must follow the appropriate Hot Topic, Torrid, or Blackheart grade rules to determine the grade, achieve the best proportions and pattern shape. Final grading must be forwarded to the Fit Department for general review and collaboration where needed but vendors are ultimately responsible for the proper application and execution of grading.
11. Fit Sample garment tag must be completely filled out and attached at wearer’s left with spec attached. You must indicate all “Allowed” component substitutions.
12. Fit Samples must be submitted in the correct base size. Refer to “Base Size Chart”.
13. Fit Samples must be submitted with garment tag and spec attached.
14. Send Torrid Fit samples to the appropriate Sourcing Manager.

### 10.2 P.P (Pre-Production) samples

1. The Final Pre-Production Sample (PP) is the standard for production. It must reflect the approved fit and requested corrections.
2. It must be made in the approved fabric and trim components and be 100% indicative of approved production standards in construction, fabric, yams, components, aesthetic and wash.

Effective: 5-5-2014          Published: 4-11-2014
3. It must have the correct bulk labels, logos, hang tags, jokers/trims.
4. Vendors must have PP approval prior to cutting bulk. Failure to comply will result in a $500.00 charge-back and may result in the cancellation of order.
5. Fit approvals and Screen Tees made of the correct bulk components that conform to spec may serve as the approved PP at the Tech Team’s discretion. PP samples must be sent for the balance of colors within the order.
6. After PP approval vendor must send full graded nest pattern to designated Tech via e-mail.
7. Failed PPs for Torrid Apparel may trigger an inspection at origin.
8. Denim and Graphic Tee submits are evaluated separately by wash/color or graphic. All other categories will be evaluated by style. See below.
9. **NOTE:** Styles selected for Inspection at origin, (see Quality Assurance Program section), require an additional PP than what is listed in the Apparel PP and TOP Quantity Submit Chart.

**10.3 SPECIAL REQUIREMENTS FOR NON –DENIM TORRID PRE PRODUCTION (PP) SAMPLE ONLY**

**Same style number with multiple color ways or same style number with multiple print color ways** *(All categories except Denim)*

a. Vendor submits 2 PP samples (one garment in size 2 and one garment in size 1) for ONE COLORWAY ONLY with PP garment tag and spec attached to the appropriate Sourcing Manager. For all other color ways, vendor only needs to submit one garment in size 1.
b. Tech Design evaluates and fits size 2 PP sample.
c. Tech Design creates fit evaluation for PP sample. In the comments section of that fit evaluation Tech Design will note that “Fit Approval of PP applies to all color ways”. Fit comments are sent to vendor once (regardless of how many color ways the style has).
d. **Vendor to confirm with PD that all other color ways are approved to cut.**

**Same style number with multiple graphics** *(All categories except Denim)*

a. Vendor submits 2 PP samples (one garment in size 2 and one garment in size 1) for each graphic. with PP garment tag and spec attached to the appropriate Sourcing Manager.
b. Tech Design fits/evaluates PP sample for every graphic.
c. Tech Design creates fit evaluations for each PP sample and sends individual comments to vendor.
d. **Vendor to confirm with PD that all other color ways are approved to cut.**

**10.4 T.O.P Sample**

1. T.O.P’s are sent as a representation of bulk production. T.O.P’s must come from the actual factory pilot run. T.O.P’s must NOT be made in a sample room. The Approved PP is used as the standard to review the T.O.P. All T.O.P’s must be:
   - Submitted in production quality, fabric and design.

**Effective: 5-5-2014**

**Published: 4-11-2014**
- Made in the approved base size and approved specification.
- Be Inclusive of all production trims.
- Submitted with the required garment tag.
- Submitted with a full grade spec sheet attached to garment tag.

2. TOP’s for re-order bodies must be submitted with the original approved graded specs.

3. T.O.P.’s are either approved or failed. T.O.P.’s cannot be approved with corrections. When a non-conforming T.O.P is approved it means we are accepting the shipment as is. The new tolerance for bulk is the difference between the approved fit and the approved T.O.P. There is no additional tolerance beyond the T.O.P specs.

4. If non-conforming T.O.P is found to be not acceptable, vendor is to submit final inspection reports as requested by Technical Designer or Sourcing Manager and specify the AQL level of report. Note AQL level standard must be 4.0 or greater i.e. 2.5 AQL. Hot Topic will review inspection results and advise vendor as follows:
   a. Shipment is accepted.
   b. Vendor is to perform 100% sort and provide sort inspection results.

5. After reviewing sort inspection results, Hot Topic will advise vendor how to proceed.

6. It is the Vendors responsibility to allow sufficient time to submit T.O.P to the Technical Department, go through the approval process and be on hand as follows:
   - F.O.B Vendors: 7 Days before handover
   - F.O.B Product that is aired: 7 Days before in DC
   - L.D.P / Domestic Product: 7 Days before INDC
   - T-Shirts: 2 Days before receipt.
   - Violation of this process is subject to an Offset Fee of $500.00.

7. Send T.O.P samples to the appropriate Sourcing Manager.

8. **NOTE:** Styles selected for Inspection at origin may require an additional TOP than what is listed on the Apparel PP and TOP Quantity Submit Chart. (See information under Quality Assurance Program / Garment Inspections.)
## BASE SIZE CHART

### APPAREL FIT SAMPLE BASE SIZE

<table>
<thead>
<tr>
<th>BRAND</th>
<th>CATEGORY</th>
<th>QTY (per color)</th>
<th>SIZE</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOT TOPIC</td>
<td>JUNIOR TOPS</td>
<td>1</td>
<td>MED (alpha sizes)</td>
</tr>
<tr>
<td></td>
<td>JUNIOR TOPS</td>
<td>1</td>
<td>7 (numeric sizes)</td>
</tr>
<tr>
<td></td>
<td>MEN'S TOPS</td>
<td>1</td>
<td>MED (alpha sizes)</td>
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<td></td>
<td>MEN'S BOTTOMS</td>
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<td>32X32 (numeric sizes)</td>
</tr>
<tr>
<td>BLACKHEART</td>
<td>TOPS</td>
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<td>MED (alpha sizes)</td>
</tr>
<tr>
<td></td>
<td>BOTTOMS</td>
<td>1</td>
<td>7 (numeric sizes)</td>
</tr>
<tr>
<td>TORRID</td>
<td>TOPS</td>
<td>1</td>
<td>2 (numeric sizes)</td>
</tr>
<tr>
<td></td>
<td>BOTTOMS</td>
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### INTIMATES FIT BASE SIZE

<table>
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<tr>
<th>BRAND</th>
<th>CATEGORY</th>
<th>QTY (per color)</th>
<th>SIZE</th>
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</tr>
<tr>
<td></td>
<td>BRAS</td>
<td>2</td>
<td>34B (bra sizes)</td>
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<tr>
<td>BLACKHEART</td>
<td>PANTIES</td>
<td>1</td>
<td>MED (alpha sizes)</td>
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<tr>
<td></td>
<td>BRAS</td>
<td>1</td>
<td>34B (bra sizes)</td>
</tr>
<tr>
<td>TORRID</td>
<td>PANTIES</td>
<td>1</td>
<td>2 (numeric sizes)</td>
</tr>
<tr>
<td></td>
<td>BRAS</td>
<td>1</td>
<td>38DD (bra sizes)</td>
</tr>
</tbody>
</table>

*Styles selected for Inspection at Origin Require an additional PP than what is listed above.*
# Apparel PP and Top Submit Quantity Chart

## Apparel PP Submit Quantities

<table>
<thead>
<tr>
<th>BRAND</th>
<th>CATEGORY</th>
<th>QTY (per color)</th>
<th>SIZE</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOT TOPIC</td>
<td>JUNIOR TOPS</td>
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<td>SMALL (alpha sizes)</td>
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<tr>
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<td>JUNIOR BOTTOMS</td>
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<tr>
<td>TORRID</td>
<td>TOPS</td>
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<tr>
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<td>BOTTOMS</td>
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<tr>
<td></td>
<td></td>
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</table>

## Apparel Top Submit Quantities

<table>
<thead>
<tr>
<th>BRAND</th>
<th>CATEGORY</th>
<th>QTY (per color)</th>
<th>SIZE</th>
</tr>
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<tbody>
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<td>HOT TOPIC</td>
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<td>SMALL (alpha sizes)</td>
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<tr>
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<td>JUNIOR BOTTOMS</td>
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<td>MED (alpha sizes)</td>
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<tr>
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<td>MEN'S TOPS</td>
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<tr>
<td>TORRID</td>
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<td>1 (numeric sizes)</td>
</tr>
<tr>
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<td>BOTTOMS</td>
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<td>2 (numeric sizes)</td>
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<tr>
<td></td>
<td></td>
<td>1</td>
<td>14 (numeric sizes)</td>
</tr>
<tr>
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<td></td>
<td>1</td>
<td>18 (numeric sizes)</td>
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</tbody>
</table>

*Styles selected for inspection at Origin require 1 additional PP (in the size used for fit) than what is listed above.*
# Intimates PP and Top Submit Quantity Chart

## Intimates PP Submit Quantities

<table>
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<tr>
<th>BRAND</th>
<th>CATEGORY</th>
<th>QTY (per color)</th>
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<td>BRAS</td>
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<td>BRAS</td>
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<td>34B (bra sizes)</td>
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<tr>
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<td>PANTIES</td>
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<tr>
<td></td>
<td></td>
<td>1</td>
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## Intimates Top Submit Quantities

<table>
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<th>BRAND</th>
<th>CATEGORY</th>
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<tr>
<td></td>
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<td>1</td>
<td>38DD (bra sizes)</td>
</tr>
</tbody>
</table>

*Styles selected for inspection at origin require an additional PP than what is listed above.*
11 GARMENT TAGS

All Fit Samples must be sent with the appropriate Garment Tag and Spec Sheet. All Submit Samples must have the appropriate color coded garment tag completely filled out. New Vendors will be sent 50 tags of each color while you wait for receipt of your own supply.

Expectation
1. All applicable info is required to be filled out on tags for each submitted garment.
2. Front side of tag facing out.
3. All samples sent to Hot Topic must be accompanied by one of these color tags.

Garment Tag Ordering Contact Information
FedEx Office Print & Ship Center
18218 E Gale Ave, City of Industry, CA
(626) 810-4140
Email address: mgr0307@fedexkinkos.com
Email address: usa0307@fedex.com
ORDER #: 0307016271 (White, yellow, pink, red, blue)
ORDER # 030701920 = (Green)

To Counter Source Tags with Alternative Supplier
Counter sourced tags with an alternative supplier must meet the following requirements:
2. Font and layout must match standard.
3. Color must match standard.
4. Pre-drilled hole must match standard.
5. Color cards must be approved prior to ordering bulk.
   a. For Apparel Categories, submit 2 cards of each color to the Tech Department Manager for approval
   b. For Intimates Categories, submit 2 cards of each color to the appropriate Tech contact for approval.
   c. If approved, Manager or Tech will sign each color set of tags. One will be kept at Hot Topic and one will be sent back to the vendor.
6. Re-orders do not require re-approval.
7. All new tag suppliers require approval. Advise your appropriate contact that you are submitting for approval from a new supplier and wait for comments. All tags must be approved prior to proceeding with bulk.

Color Tag Designation:
Blue = Proto Sample (PD Vendors) and Reference Sample (Market Vendors)
White = Fit Sample (Base Size)
Yellow = Fit Sample (Jump Size)
Pink = PP Sample
Red = TOP Sample
Green = Inspection Standard Sample (For styles selected by P.D for 3rd party inspections only. See information under Quality Assurance Program / Garment Inspections).

Questions

Effective: 5-5-2014 Published: 4-11-2014
Please contact the Tech Dept Manager (for Apparel) or appropriate Tech (for Intimates Depts. 62, 81, 82, 83) for any questions.

Blue = Proto Sample (PD Vendors) and Reference Sample (Market Vendors)

White = Fit Sample (Base Size)
Yellow = Fit Sample (Jump Size)

Pink = FCR Sample

Effective: 5-5-2014
Published: 4-11-2014
Red = TOP Sample

Green = Inspection Standard Sample (For styles selected by P.D for 3rd party inspections)
12 GENERAL MEASUREMENT MANUALS

The following is for your general reference only. Always defer to spec sheet in the tech-pack for specific points of measure by style.

MEASUREMENT GUIDE FOR SHIRTS

* MEASUREMENTS ARE BASED ON 1/2 GARMENT FLAT *

1. HPS LENGTH- TO CF HEM
2. CF LENGTH
3. CB LENGTH
4. ACROSS SHOULDER (SEAM TO SEAM)
5. ACROSS FRONT (6’’ DOWN HPS)
6. ACROSS BACK (6’’ DOWN HPS)
7. NECK WIDTH (SEAM TO SEAM)
8. FRONT NECK DROP (TO NECK SEAM)
9. BACK NECK DROP (TO NECK SEAM)
10a. FRONT BUST (1’’ BELOW ARMHOLE)- FROM SIDE SEAM TO SIDE SEAM
10b. BACK PANEL AT 1’’ BELOW ARMHOLE- FROM SIDE SEAM TO SIDE SEAM
11. WAIST (7’’ DOWN SIDE SEAM)- STRAIGHT ACROSS 2PT
12. SWEEP (STRAIGHT ACROSS)- 2PT
12a. SWEEP (ALONG BTM CURVE)
13. ARMHOLE DROP (STRAIGHT)
13a. ARMHOLE (ALONG CURVE)
14. SLEEVE LENGTH- TO SLEEVE OPENING EDGE
14a. UNDER SLEEVE LENGTH
15. BICEPS (1’’ BELOW ARMHOLE)
16. ELBOW (7’’ DOWN UNDER ARM)
17. SLEEVE OPENING (AT CUFF EDGE)
17a. SLEEVE OPENING (AT CUFF SEAM)
18a. CUFF HEIGHT
18b. SLEEVE PLACKET HEIGHT
18c. SLEEVE PLACKET WIDTH
19a. PKT PLACEMENT FROM HPS FOLD TO FLAP TOP EDGE
19b. PKT PLACEMENT FROM CF (CENTER OF BUTTON HOLE)
20a. PKT WIDTH
20b. PKT HEIGHT (FROM FLAP TOP EDGE)
20c. PKT FLAP WIDTH
20d. PKT HEIGHT AT CENTER
20e. PKT HEIGHT AT SIDE
21a. 3RD BUTTON PLACEMENT= 12’’ DOWN HPS FOLD
21b. LAST BUTTON PLACEMENT= 4 1/2’’ UP FROM BTM HEM
22a. FRONT YOKE HEIGHT FROM HPS SEAM
22b. CB YOKE HEIGHT FROM SEAM TO SEAM
23a. COLLAR HEIGHT AT CB
23b. COLLAR HEIGHT AT CF EDGE
23c. COLLAR SPREAD FROM COLLAR POINT TO POINT
24. COLLAR STAND HEIGHT AT CB
25. CF PLACKET WIDTH

Effective: 5-5-2014 Published: 4-11-2014
MEASUREMENT GUIDE FOR SHIRTS
* MEASUREMENTS ARE BASED ON 1/2 GARMENT FLAT *
* FOR POINTS OF MEASURE ONLY **NOT FOR ACTUAL SHAPE OF PATTERN**

Effective: 5-5-2014 Published: 4-11-2014
MEASUREMENT GUIDE FOR SHIRTS
* MEASUREMENTS ARE BASED ON 1/2 GARMENT FLAT *
* FOR POINTS OF MEASURE ONLY **NOT FOR ACTUAL SHAPE OF PATTERN**
MEASUREMENT GUIDE FOR SHIRTS

* MEASUREMENTS ARE BASED ON 1/2 GARMENT FLAT *
* FOR POINTS OF MEASURE ONLY **NOT FOR ACTUAL SHAPE OF PATTERN**
12.1 MEASUREMENT GUIDE FOR TOPS

*MEASUREMENTS ARE BASED ON 1/2 GARMENT FLAT*

1. FRONT LENGTH FROM HPS IMG LINE
1a. FRONT LENGTH FROM STRAP JOIN AT CENTER FRONT IMG LINE
2. CF LENGTH
3. CB LENGTH
4. ACROSS SHOULDER
4a. ACROSS SHOULDER - DOLMAN
5. ACROSS FRONT (6” DOWN HPS)
5a. ACROSS FRT (6” DOWN FROM HPS - DOLMAN)
6. ACROSS BACK (6” DOWN HPS)
6a. ACROSS BK (6” DOWN FROM HPS - DOLMAN)
7. NECK WIDTH
8. FRONT NECK DROP
8a. FRT NECK DROP FROM STRAP POINT
9. BACK NECK DROP
10. BUST (1” BELOW ARMHOLE)
10a. BUST FROM SLEEVE EDGE TO EDGE - DOLMAN
11. WAIST (7” DOWN SIDE SEAM)
11a. WAIST (18” DOWN FROM HPS - DOLMAN)
12. SWEEP (STRAIGHT ACROSS)
12a. SWEEP (ALONG BTM CURVE)
12b. SWEEP (ALONG THE SEAM)
13. ARMHOLE STRAIGHT
13a. ARMHOLE (ALONG CURVE)
14. SLEEVE LENGTH
15. BICEP (1” BELOW ARMHOLE)
16. ELBOW (7” DOWN UNDER ARM)
17. SLEEVE OPENING (ALONG EDGE)
18a. FRONTRAGLAN (ALONG SEAM)
18b. BACKRAGLAN (ALONG SEAM)
19a. FRONTRAGLAN POINT TO POINT
19b. BACKRAGLAN POINT TO POINT
20. FRT STRAP POINT TO POINT
21. BK STRAP POINT TO POINT
22. FRT BODICE HEIGHT FROM STRAP POINT
23. CF HEIGHT
24. BK BODICE HEIGHT
25. EMPIRE SEAM WIDTH

Effective: 5-5-2014 Published: 4-11-2014
MEASUREMENT GUIDE FOR TOPS
* FOR POINTS OF MEASURE ONLY ** NOT FOR ACTUAL SHAPE OR PATTERN *

Effective: 5-5-2014
Published: 4-11-2014
MEASUREMENT GUIDE FOR TOPS
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Effective: 5-5-2014 Published: 4-11-2014
MEASUREMENT GUIDE FOR TOPS
* FOR POINTS OF MEASURE ONLY ** NOT FOR ACTUAL SHAPE OR PATTERN
STRAP POINT

*
MEASUREMENT GUIDE FOR TOPS
* FOR POINTS OF MEASURE ONLY ** NOT FOR ACTUAL SHAPE OR PATTERN *

STRAP POINT

Effective: 5-5-2014 Published: 4-11-2014
MEASUREMENT GUIDE FOR TOPS
* FOR POINTS OF MEASURE ONLY ** NOT FOR ACTUAL SHAPE OR PATTERN

HPS

12a
11a
10a
5a
4a

6a

*
MEASUREMENT GUIDE FOR TOPS
* FOR POINTS OF MEASURE ONLY ** NOT FOR ACTUAL SHAPE OR PATTERN

Effective: 5-5-2014 Published: 4-11-2014
12.2 MEASUREMENT GUIDE FOR WOVEN/KNIT TOPS
* MEASUREMENTS ARE BASED ON 1/2 GARMENT FLAT *

1. HPS LENGTH- TO CF HEM
2. CF LENGTH
3. CB LENGTH
4. ACROSS SHOULDER (SEAM TO SEAM)
5. ACROSS FRONT (6" DOWN HPS)
6. ACROSS BACK (6" DOWN HPS)
7. NECK WIDTH (SEAM TO SEAM)
8. FRONT NECK DROP (TO NECK SEAM)
9. BACK NECK DROP (TO NECK SEAM)
10a. FRONT BUST (1" BELOW ARMHOLE)- FROM SIDE SEAM TO SIDE SEAM
10b. BACK PANEL AT 1" BELOW ARMHOLE- FROM SIDE SEAM TO SIDE SEAM
11. WAIST (7" DOWN SIDE SEAM)- STRAIGHT ACROSS 2PT
12. SWEEP (STRAIGHT ACROSS)- 2PT
12a. SWEEP (ALONG BTM CURVE)
13. ARMHOLE DROP (STRAIGHT)
13a. ARMHOLE (ALONG CURVE)
14. SLEEVE LENGTH- TO SLEEVE OPENING EDGE
14a. UNDER SLEEVE LENGTH
15. BICEPS (1" BELOW ARMHOLE)
16. ELBOW (7" DOWN UNDER ARM)
17. SLEEVE OPENING (AT CUFF EDGE)
17a. SLEEVE OPENING (AT CUFF SEAM)
18a. CUFF HEIGHT
18b. SLEEVE PLACKET HEIGHT
18c. SLEEVE PLACKET WIDTH
19a. PKT PLACEMENT FROM HPS FOLD TO FLAP TOP EDGE
19b. PKT PLACEMENT FROM CF (CENTER OF BUTTON HOLE)
20a. PKT WIDTH
20b. PKT HEIGHT (FROM FLAP TOP EDGE)
20c. PKT FLAP WIDTH
20d. PKT HEIGHT AT CENTER
20e. PKT HEIGHT AT SIDE
21a. 3RD BUTTON PLACEMENT= 12" DOWN HPS FOLD
21b. LAST BUTTON PLACEMENT= 4 1/2" UP FROM BTM HEM
22a. FRONT YOKE HEIGHT FROM HPS SEAM
22b. CB YOKE HEIGHT FROM SEAM TO SEAM
23a. COLLAR HEIGHT AT CB
23b. COLLAR HEIGHT AT CF EDGE
23c. COLLAR SPREAD FROM COLLAR POINT TO POINT
24. COLLAR STAND HEIGHT AT CB
25. CF PLACKET WIDTH

Effective: 5-5-2014 Published: 4-11-2014
MEASUREMENT GUIDE FOR WOVEN/KNIT TOPS
* FOR POINTS OF MEASURE ONLY ** NOT FOR ACTUAL SHAPE OR PATTERN

Effective: 5-5-2014 Published: 4-11-2014
MEASUREMENT GUIDE FOR WOVEN/KNIT TOPS
* FOR POINTS OF MEASURE ONLY ** NOT FOR ACTUAL SHAPE OR PATTERN

* Effective: 5-5-2014 Published: 4-11-2014
12.3 MEASUREMENT GUIDE FOR DRESSES

* MEASUREMENTS ARE BASED ON 1/2 GARMENT FLAT *

1. HPS LENGTH
   1a. LENGTH FROM STRAP POINT
2. CF LENGTH (FROM TOP EDGE TO HEM)
   2a. CF SKIRT LENGTH (FROM SEAM TO HEM)
3. CB LENGTH (FROM TOP EDGE TO HEM)
   3a. CB SKIRT LENGTH (FROM SEAM TO HEM)
4. ACROSS SHOULDER
   4a. ACROSS SHOULDER - DOLMAN
5. ACROSS FRONT (6" DOWN HPS)
   5a. ACROSS FRONT (6" DOWN FROM HPS - DOLMAN)
   5b. ACROSS FRONT (ALONG CURVE EDGE-SS TO SS)
6. ACROSS BACK (6" DOWN HPS)
   6a. ACROSS BACK (6" DOWN FROM HPS - DOLMAN)
   6b. ACROSS BACK (ALONG TOP EDGE-SS TO SS)
   6c. ACROSS BACK (SS TO CB)
7. NECK WIDTH-EDGE TO EDGE
   7a. NECK WIDTH-SEAM TO SEAM
8. FRONT NECK DROP
   8a. FRONT NECK DROP FROM STRAP POINT
   8b. FRONT NECK LINE ALONG EDGE FROM HPS TO SEAM
9. BACK NECK DROP
10. BUST (1" BELOW ARMHOLE)
   10a. BUST FROM SLEEVE EDGE TO EDGE - DOLMAN
11. WAIST (7" DOWN SIDE SEAM)
   11a. WAIST (18" DOWN FROM HPS - DOLMAN)
   11b. WAIST (AT WAIST SEAM)
12. HIP (15" BELOW ARMHOLE)
   12a. LOW HIP (19" BELOW ARMHOLE)
13. SWEEP (STRAIGHT ACROSS)
   13a. SWEEP (ALONG BTM CURVE)
   13b. SWEEP (FOLD IN HALF- FROM CF TO CB ALONG CURVE)
14. ARMHOLE STRAIGHT
14a. ARMHOLE (ALONG CURVE)
15. SLEEVE LENGTH
15a. UNDERARM SLEEVE LENGTH
16. BICEP (1" BELOW ARMHOLE)
17. ELBOW (7" DOWN UNDER ARM)
18. SLEEVE OPENING (ALONG EDGE)
19a. FRONT RAGLAN (ALONG SEAM)
19b. BACK RAGLAN (ALONG SEAM)
20a. FRONT RAGLAN POINT TO POINT
20b. BACK RAGLAN POINT TO POINT
21a. FRT STRAP POINT TO POINT
21b. BK STRAP POINT TO POINT

Effective: 5-5-2014          Published: 4-11-2014
21c. STRAP LENGTH (STRAP POINT TO JOIN)
21d. STRAP LENGTH (FROM STRAP POINT TO END)
22. FRT BODICE HEIGHT - FROM HPS TO SEAM
22a. FRT BODICE HEIGHT - FROM STRAP POINT TO SEAM
22b. FRT ILLUSION BODICE HEIGHT - FROM HPS TO JOINED SEAM
23. CF BODICE HEIGHT - FROM TOP EDGE TO SEAM
24. BK BODICE HEIGHT - FROM TOP EDGE TO SEAM
24a. BK BODICE HEIGHT - FROM HPS TO SEAM
24b. BK ILLUSION BODICE HEIGHT - FROM HPS TO JOINED SEAM
25. S.S BODICE HEIGHT
26a. EMPIRE HEIGHT -AT CF
26b. EMPIRE HEIGHT -AT CB
26c. EMPIRE HEIGHT -AT SS
27. DISTANCE BETWEEN EACH PRINCESS SM (STRAIGHT 2PT, APEX TO APEX)
28. FINISH OVERLAP CROSSTOVER
29a. FRONT PEPLUM SKIRT LENGTH (AT CF OR PRINCESS SEAM)
29b. S.S PEPLUM SKIRT LENGTH
29c. BACK PEPLUM SKIRT LENGTH (AT CB OR PRINCESS SEAM)
30. FRONT RISE FROM WAIST SEAM TO CROTCH SEAM
31. BACK RISE FROM WAIST SEAM TO CROTCH SEAM
32. OUTSEAM FROM WAIST SEAM TO LEG OPENING EDGE
33. INSEAM FROM CROTCH SEAM TO LEG OPENING EDGE
34. LEG OPENING ALONG EDGE
35 CENTER BACK ZIPPER LENGTH FROM TOP EDGE TO STITCH SM
36. SIDE SEAM ZIPPER LENGTH FROM ARMHOLE EDGE/SM TO STITCH SEAM
37. J-SHAPE POCKET OPENING ALONG EDGE.
38. SS SLIT POCKET OPENING
39. BELT LENGTH FROM BAR TO MIDDLE EYELET
40. BELT LENGTH FROM BAR TO TIP
41. BELT LENGTH FROM MIDDLE EYELET TO TIP
MEASUREMENT GUIDE FOR DRESSES
* FOR POINTS OF MEASURE ONLY ** NOT FOR ACTUAL SHAPE OR PATTERN

BASIC DRESS

HPS

14
15
16
17
18
1
2a
10
11b
13
9
3a
4
22
7
8
6

Effective: 5-5-2014 Published: 4-11-2014
MEASUREMENT GUIDE FOR DRESSES
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RAGLAN DRESS

Effective: 5-5-2014 Published: 4-11-2014
MEASUREMENT GUIDE FOR DRESSES
* FOR POINTS OF MEASURE ONLY ** NOT FOR ACTUAL SHAPE OR PATTERN
DOLMAN DRESS
MEASUREMENT GUIDE FOR DRESSES
* FOR POINTS OF MEASURE ONLY ** NOT FOR ACTUAL SHAPE OR PATTERN

SHIRT DRESS

SURPLUS DRESS

*
MEASUREMENT GUIDE FOR DRESSES
* FOR POINTS OF MEASURE ONLY ** NOT FOR ACTUAL SHAPE OR PATTERN
CAMI DRESS

[Diagram showing various measurements on a cami dress]

Effective: 5-5-2014 Published: 4-11-2014
MEASUREMENT GUIDE FOR DRESSES
* FOR POINTS OF MEASURE ONLY ** NOT FOR ACTUAL SHAPE OR PATTERN

ILLUSION TANK DRESS

PEPLUM DRESS

*
MEASUREMENT GUIDE FOR DRESSES
* FOR POINTS OF MEASURE ONLY ** NOT FOR ACTUAL SHAPE OR PATTERN

HALTER DRESS

HI-LOW DRESS
MEASUREMENT GUIDE FOR DRESSES
* FOR POINTS OF MEASURE ONLY ** NOT FOR ACTUAL SHAPE OR PATTERN

ROMPER

*
MEASUREMENT GUIDE FOR DRESSES
* FOR POINTS OF MEASURE ONLY ** NOT FOR ACTUAL SHAPE OR PATTERN
*

BELT

39

40

41
12.4 MEASUREMENT GUIDE FOR WOVEN/KNIT SKIRTS

1. CF LENGTH (FROM WB TOP EDGE TO HEM--INCLUDING WBAND)
2. CB LENGTH (FROM WB TOP EDGE TO HEM--INCLUDING WBAND)
3. WBAND TOP EDGE (ALONG EDGE)
4. WBAND BOTTOM EDGE (ALONG EDGE)
5. HIGH HIP @ 4" DOWN WB TOP EDGE (3 POINT)
6. LOW HIP @ 8" DOWN WB TOP EDGE (3 POINT)
5a. HIGH HIP @ 4" DOWN WB TOP EDGE (2 POINT STRAIGHT)
6b. LOW HIP @ 8" DOWN WB TOP EDGE (2 POINT STRAIGHT)
7. SWEEP (ALONG CURVE)
7a. SWEEP (STRAIGHT ACROSS)
8. WBAND HEIGHT
9. CF WAIST DROP (DISTANCE BETWEEN CF AND CB WAIST)
MEASUREMENT GUIDE FOR SKIRTS
* FOR POINTS OF MEASURE ONLY ** NOT FOR ACTUAL SHAPE OR PATTERN *
12.5 MEASUREMENT GUIDE FOR SWEATERS

* MEASUREMENTS ARE BASED ON 1/2 GARMENT FLAT *

1. HPS LENGTH
2. CF LENGTH
3. CB LENGTH
4. ACROSS SHOULDER
5. ACROSS FRONT (6" DOWN HPS)
6. ACROSS BACK (6" DOWN HPS)
7. NECK WIDTH
8. FRONT NECK DROP HPS- NK SEAM
9. BACK NECK DROP HPS- NK SEAM
10. BUST (1" BELOW ARMHOLE)
11. WAIST (7" DOWN SIDE SEAM)
12A. SWEEP (STRAIGHT ACROSS)
12B. SWEEP BAND HEIGHT
13. ARMHOLE DROP (STRAIGHT)
14. SLEEVE LENGTH
15. BICEPS (1" BELOW ARMHOLE)
16. ELBOW (9" DOWN UNDER ARM)
17. SLEEVE OPENING (AT CUFF EDGE)
17a. SLEEVE OPENING (AT CUFF SEAM)
18a. CUFF HEIGHT
19a. PKT PLACEMENT FROM HPS TOP EDGE
20a. PKT WIDTH
20c. PKT HEIGHT AT CENTER
21. CF PLACKET WIDTH
22. CF PLACKET LENGTH FROM KISSING - HEM EDGE
MEASUREMENT GUIDE FOR SWEATERS
* FOR POINTS OF MEASURE ONLY ** NOT FOR ACTUAL SHAPE OR PATTERN *

Effect:ve: 5-5-2014  Published: 4-11-2014
PRODUCTION REQUIREMENTS
MEASUREMENT GUIDE FOR SWEATERS

* FOR POINTS OF MEASURE ONLY  ** NOT FOR ACTUAL SHAPE OR PATTERN *

HPS 1 4 5 15 16 8

7 9

14 13 2 19a

10 11 18a 17a

12a 12b

POCKET

3 9

17a

NECK

FRONT

BACK
PRODUCTION REQUIREMENTS
MEASUREMENT GUIDE FOR SWEATERS

* FOR POINTS OF MEASURE ONLY ** NOT FOR ACTUAL SHAPE OR PATTERN *

HPS 1

NECK

FRONT

BACK

CF PLACKET
12.6 MEASUREMENT GUIDE FOR JACKETS

* MEASUREMENTS ARE BASED ON 1/2 GARMENT FLAT *

1. HPS LENGTH
2. CF LENGTH
3. CB LENGTH
4. ACROSS SHOULDER
5. ACROSS FRONT (6” DOWN HPS)
6. ACROSS BACK (6” DOWN HPS)
7. NECK WIDTH
8A. FRONT NECK DROP HPS- BUTTON TOP EDGE.
8B. FRONT NECK DROP HPS- NK SEAM
9. BACK NECK DROP HPS- NK SEAM
10. BUST (1” BELOW ARMHOLE)
11. WAIST (7” DOWN SIDE SEAM)
12. SWEEP (STRAIGHT ACROSS)
13. ARMHOLE DROP (STRAIGHT)
14. SLEEVE LENGTH
15. BICEPS (1” BELOW ARMHOLE)
16. ELBOW (9” DOWN UNDER ARM)
17. SLEEVE OPENING (AT CUFF EDGE)
18 CUFF BAND HEIGHT
19. FLAP/POCKET POSTION ABOVE HEM -SEAM/OPENING EDGE.
20a. PKT WIDTH
20c. PKT HEIGHT AT CENTER
21. FRONT YOKE FROM HPS - SEAM
22. BACK YOKE FROM CB NECK SEAM -SEAM
23. CB BODY YOKE PANEL “TOP EDGE” SM-SM
24. CB BODY YOKE PANEL “BOTTOM EDGE” SM-SM
MEASUREMENT GUIDE FOR JACKETS/BLAZERS
* FOR POINTS OF MEASURE ONLY ** NOT FOR ACTUAL SHAPE OR PATTERN *

1. HPS
2. FRONT
3. BACK
4. NECK
5. 8A
6. 8B
7. 15
8. 14
9. 13
10. 11
11. 16
12. 17
13. 10
14. 16
15. 15
16. 16
17. 17
18. 18
19. 19
20A
20B

Effective: 5-5-2014 Published: 4-11-2014
MEASUREMENT GUIDE FOR DENIM JACKETS
* FOR POINTS OF MEASURE ONLY ** NOT FOR ACTUAL SHAPE OR PATTERN
*

Effective: 5-5-2014 Published: 4-11-2014
**12.7 MEASUREMENT GUIDE FOR BOTTOMS**

*MEASUREMENTS ARE BASED ON 1/2 GARMENT FLAT*

1. WAISTBAND WIDTH
   - CONTOUR WAISTBAND: Line up the front and back top edges of the curved waistband. Measure along the Top Edge, then measure along the waistband seam.
   - STRAIGHT WAISTBAND: Line up the front and back top edges and measure (2pt) side to side.
2. WAISTBAND HEIGHT: Measure from top edge to bottom edge of waistband excluding any decorative trim.
3. HIP (3pt): Measure hip placement at CF 3” up from crotch seam and mark. Measure the distance between the mark and the top edge of the waistband. This distance will be the hip placement down from side seams (mark side seams). Measure from side seam mark to CF mark to side seam mark.
4. FRONT RISE: Measure along the center front from top of waist to crotch seam.
5. BACK RISE: Measure along the center back from top of waist to crotch seam.
6. THIGH @ 1” BELOW CROTCH SEAM: Mark down 1” from crotch seam and measure parallel to the leg opening straight across (2pt).
7. MID THIGH @ 6 1/2” FROM CROTCH SEAM: Mark down 6 1/2” from crotch seam and measure parallel to the leg opening straight across (2pt).
8. KNEE @ (CHECK POM, MAY VARY PER STYLE) FROM CROTCH SEAM: Mark down specified measurement from crotch seam and measure parallel to the leg opening straight across (2pt).
9. CALF @ 19” FROM CROTCH SEAM: Mark down 19” from crotch seam and measure parallel to the leg opening straight across (2pt).
10. LEG OPENING: Measure _at from edge to edge.
11. INSEAM: Measure straight down from crotch point (rise/inseam point) to bottom hem edge.
12. OUTSEAM: Measure from the top of the waistband along the side seam to the bottom hem edge.
13. FLY LENGTH: Measure from waistband seam to end of “J” stitch.
   - FLY WIDTH: Measure from edge of the _y to stitch along the waistband seam.
   - ZIPPER: Measure zipper from top stop to bottom stop.
14. FRONT POCKET OPENING @ WAISTBAND SEAM: Measure from pocket opening edge along waist seam to side seam. @ SIDE SEAM: Measure down from pocket opening at waistband seam to pocket opening at side seam.
15. COIN POCKET MEASUREMENT AND PLACEMENT WIDTH: Measure top of exposed pocket from edge to edge. PLACEMENT FROM BELOW WB: Measure from waistband seam to edge of highest point of coin pkt. PLACEMENT FROM SIDE SEAM: Measure from side seam to closest edge of coin pkt.
16. BACK YOKE HEIGHT: Measure from waistband seam to bottom edge of yoke at center back.

*Effective: 5-5-2014 Published: 4-11-2014*
17. SIDE YOKE HEIGHT: Measure from waistband seam to bottom edge of yoke at side seam.
18. BELT LOOP LENGTH: Measure from top of belt loop edge to bottom belt loop edge.
19. BELT LOOP WIDTH: Measure across the belt loop edge to edge.
20. BACK POCKET PLACEMENT FROM YOKE
   @ INNER: Measure from yoke seam down to inner pocket edge.
   @ OUTER: Measure from yoke seam down to outer pocket edge.
21. BACK POCKET PLACEMENT FROM CB SEAM: Measure from the center of the Double Needle stitch to the top of the pocket edge.
   ***If there is no Double Needle stitch then you will measure from the CB seam to the top of the pocket edge.
22. BACK POCKET MEASUREMENTS
   FLAP POCKET: Measure width at top of pocket edge to edge. Measure length at top of pocket through the middle and _nish at edge point.
   REGULAR POCKET: Measure width at top of pocket edge to edge. Measure length at top of pocket through the middle and _nish at bottom edge point. Measure width at bottom of pocket from edge to edge points.
   WELT POCKETS: Measure width from middle of welt seam to seam. Measure length from side of welt seam to seam.
MEASUREMENT GUIDE FOR BOTTOMS
* FOR POINTS OF MEASURE ONLY ** NOT FOR ACTUAL SHAPE OR PATTERN *

1. **Keep relaxed for hip measurement**

Front

1. 
2. 
3. 
4. 
5. 
6. 
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8. 
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10. 
11. 
12. 
13. 
14. 
15. 
16. 
17.
MEASUREMENT GUIDE FOR BOTTOMS
* FOR POINTS OF MEASURE ONLY ** NOT FOR ACTUAL SHAPE OR PATTERN *

Back

1. 5
2. 22
3. 16
4. 17
5. 20
6. 21
7. 22
8. 18
9. 19
10. 22

Effective: 5-5-2014 Published: 4-11-2014
12.8 MEASUREMENT GUIDE FOR SWIMWEAR

* MEASUREMENTS ARE BASED ON 1/2 GARMENT FLAT *

1. CF BODY LENGTH FROM TOP EDGE TO CROTCH SEAM
2. CB BODY LENGTH FROM TOP EDGE TO CROTCH SEAM
3. S.S LENGTH
4. CF TAB HEIGHT
5. CF TAB WIDTH
6. CUP HEIGHT, FROM TOP EDGE-EMPIRE SEAM THRU APEX
7. BACK BODICE HEIGHT TOP EDGE TO SEAM
8. S.S. BODICE HEIGHT
9. ACROSS FRT ALONG THE EDGE - SEAM TO SEAM
10. ACROSS BK FROM SIDE SEAM TO SIDE SEAM
11a. ARMHOLE LENGTH- FROM STRAP JOIN TO S.S
11b. ARMHOLE-FROM STRAP POINT TO S.S
12. FRONT EMPIRE SEAM FROM S.S TO S.S -MEASURE ALONG THE SEAM
13. BACK EMPIRE SM @RELAXED ELASTIC FROM S.S TO S.S
14. WAIST WIDTH
15. HIP AT LEG OPENING EDGE - EDGE (STRAIGHT -2PT)
16. FRONT LEG OPENING - RELAXED
17. BACK LEG OPENING - RELAXED
18. CROTCH WIDTH AT SEAM (STRAIGHT EDGE TO EDGE)
19a. STRAP LENGTH- FROM JOIN SEAM TO JOIN SEAM
19b. BACK STRAP LENGTH-FROM STRAP JOIN TO JOIN SEAM
19c. DISTANCE BTWN FRONT STRAPS - STRAIGHT
19d. DISTANCE BTWN BACK STRAPS - STRAIGHT
20. PAD HEIGHT - TOP EDGE TO BTM EDGE (MEASURE THRU CENTER)
21. PAD WIDTH ALONG TOP EDGE (PT-PT)
22. UNDERWIRE CHANNEL - ALONG OUTER STITCH
23a. CF WIDTH AT TOP EDGE
23b. CF WIDTH AT BTM
23c. CF HEIGHT
24a. CF MIDRIFF LENGTH FROM EMPIRE SM TO SEAM
24b. CB MIDRIFF LENGTH FROM EMPIRE SM TO SEAM
24c. S.S MIDRIFF LENGTH FROM EMPIRE SM TO SEAM
25a. FRONT RISE - MEASURE FROM TOP EDGE TO CROTCH SEAM
25b. BACK RISE- MEASURE FROM TOP EDGE TO CROTCH SEAM
25c. SIDE SEAM LENGTH
26. WAIST ALONG TOP EDGE
27a. HIP WIDTH - (STRAIGHT 2PT)
27b. HIP WIDTH ALONG YOKE SEAM
28. SWEEP- ALONG EDGE
29a. YOKE HEIGHT AT CF-TOP EDGE TO SEAM
29b. YOKE HEIGHT AT SIDE SEAM- TOP EDGE TO SEAM
29c. YOKE HEIGHT AT CB- TOP EDGE TO SEAM
MEASUREMENT GUIDE FOR SWIMWEAR
* FOR POINTS OF MEASURE ONLY ** NOT FOR ACTUAL SHAPE OR PATTERN

Effective: 5-5-2014 Published: 4-11-2014
MEASUREMENT GUIDE FOR SWIMWEAR
* FOR POINTS OF MEASURE ONLY ** NOT FOR ACTUAL SHAPE OR PATTERN

INTERIOR UNDERWIRE PAD

INTERIOR PAD

*
MEASUREMENT GUIDE FOR SWIMWEAR
* FOR POINTS OF MEASURE ONLY ** NOT FOR ACTUAL SHAPE OR PATTERN

INTERIOR BIKINI BOTTOM

![Diagram of interior bikini bottom with points of measurement labeled 24a, 24b, and 24c.]

*
MEASUREMENT GUIDE FOR SWIMWEAR
* FOR POINTS OF MEASURE ONLY ** NOT FOR ACTUAL SHAPE OR PATTERN

BOTTOMS

SKIRTS

*
HAND STRETCH TEST
(REQUIRED FOR DENIM AND NON DENIM BOTTOMS)

All stretch fabrics vary in degree of stretch. Therefore, a hand stretch test needs to be taken on each sample sent for fit. This will determine the percent of stretch in the fabric of the sample. There needs to be consistency of +/- 10% stretch from sample to sample. (i.e.: fabric stretches at 30% on the first sample, the second sample must be within the +/- 10% range at 27-33% stretch)

1. Lay garment flat. Choose area on garment to mark off 10cms. (mark the lines long enough to fold fabric.)
2. Fold fabric in half to double the fabric. Have markings at the folded edge.
3. Place one hand on the beginning mark and the other hand at the finishing 10cms mark.
4. Place the folded edge of fabric at the edge of the ruler.
5. Stretch the 10cms as far as you can without distorting the fabric.
If the fabric stretches to 15cms, the stretch of the fabric is 50%.
If the fabric stretches to 20cms, then the stretch of the fabric is 20%.
*Each mm within the cm will be an additional percent.

Use the following as a guide:

*ALWAYS START WITH 10cms.

Finished mark placement when stretched

<table>
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<th>12 cm</th>
<th>18.5 cm</th>
<th>20%</th>
<th>85%</th>
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<td>19 cm</td>
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<td>90%</td>
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<td>24 cm</td>
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<td>140%</td>
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<td>18 cm</td>
<td>24.5 cm</td>
<td>80%</td>
<td>145%</td>
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</tbody>
</table>

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Step 1. Lay garment flat. Choose area on garment to mark off 10cms. (mark the lines long enough to fold fabric.)

Step 2 & 3. Fold fabric in half to double the fabric. Have markings at the folded edge. Place one hand on the beginning mark and the other hand at the finishing 10cms mark.
Steps 4 & 5. Place the folded edge of fabric at the edge of the ruler. Stretch the 10 cms as far as you can without distorting the fabric.
KNIT EMBELLISHMENT REQUIREMENTS

- When attaching sewn on trims/embellishment i.e. Beads, sequins etc., knot thread every 1” linear inch.
- Thread tails should not be cut too short or too long (should be 3/16”-3/8”). If attaching by machine, must be lockstitch.
- Knots must be secured to fabric.
- Floats should be no more than ½”.
- For knits only (or fabrics with stretch): The embellishment must be set in a way that allows the fabric to stretch when the garment is on the body (for example: in a zig zag pattern with floats that do not exceed ½” in length). (See attachment)
14 GENERAL CONSTRUCTION GUIDELINES

Below are general constructed guidelines. For specific construction guidelines by style please defer to tech pack. Information on Tech pack takes precedent over general guideline information.

14.1 Needles
• Must only be used in perfect condition and replaced on a regular basis. During full production replace needles at least every 4 hours.

14.2 Top Stitch
• 10-12 stitches per inch 1/16” from edge (Refer to Tech-pack for specific stitch count)

14.3 Seams/Stitching
• All seams and stitching should adhere to the following:
  • be finished and back tacked at ends
  • be free of untrimmed threads
  • have the correct tension and seam type
  • be able to stretch without breaking
  • contain no broken stitches or open seams
  • be clean finished with visible stop, start
  • be straight with no wavering, curling, puckering or pleating
  • match where seams cross
  • be reinforced where necessary

14.4 Elastin and elastic
• All knit styles with bottom band must have ¼ clear elastin at joined seam all around for better support.
• Knit/lace yoke seam must have clear elastin
• Dresses requiring elastic at across back must use 1” wide elastic and clear elastic at join seam.

14.5 Pockets
• All pockets should adhere to the following:
  • lie flat against garment without pulling, gaping or puckering
  • have correct placement
  • be symmetrical and uniform in size
  • have reinforcement at stress points
  • have durable stitch type in pocket bags

14.6 Straps
• Camisoles and Dresses with adjustable loop straps must have 3 inches of adjustable length.
• Stitching to secure strap must be from edge to edge of strap at least twice.

14.7 Stress Points
• All stress points should be bar tacked when indicated
• Use clear tape on all stress and working seams

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14.8 Linings/Interlinings/Interfacing
• All linings and interlinings should adhere to the following:
  • have compatible shrinkage to outer fabric
  • remain secure and hang straight and not below garment shell
  • be of compatible weight and shrinkage of base goods

14.9 Findings/Trims
• All findings and trims should adhere to the following:
  • be firmly attached
  • have compatible shrinkage and colorfastness to base fabric
  • be corrosion and chip resistant

14.10 Hanger Tape
• No hanger tape on dresses and tops unless specified.

14.11 Pressing
• There should be no scorch, bum, shine, press marks or color changes due to over-pressing
  • Product Examples

14.12 Bar Tack
• Pockets: Patch Pockets and Welt Pockets are reinforced with Bar Tack
• Vents & Slits: Reinforce top of Slit with Bar Tack
• Belt Loops: Reinforce top and bottom with Bar Tack

14.13 Color
• All production colors must matched approved lab dips or sample color

14.14 Miscellaneous
• Rib quality must have good recovery.
• All neckties, waistband ties or drawstrings must be shipped knotted or tied in a bow.
Standards and Requirements are necessary for the efficiency of operations and to protect the integrity of our product. Compliance to these Standards and Requirements is a pre-requisite to doing business with Hot Topic Inc. Charge-backs are issued when compliance is not met. Please communicate the importance of this matter with all pertinent staff members.

Chargebacks associated with Product Development and the Fit Process may be issued by the Tech Department, P.D Department or D.C.

For Fit Submission Process violations, the Tech Department will issues the chargeback notice, identifying it as a Torrid, Hot Topic or Blackheart charge-back followed by the vendor name, P.O number and style number in the email subject heading.

- Missing/incomplete paperwork; Garment tags, includes failure to complete all indicated P.O.M’s and all other required P.D. forms. = $100 per occurrence.
- Submitting fit samples made of non-production quality fabric = $250.00 per occurrence.
- Failure to submit FIT or PP sample and receive approval prior to starting production. = Up to $2.00 per unit. Additional discounts may apply pending bulk quality. Order may be subject to cancellation.
- No TOP or Sample Sent Late = $500.00 Flat per shipment. Additional discounts may apply pending bulk quality / order may be subject to cancellation.
- Submitting false or incorrect documentation to meet approval standards, i.e. indicating fabric weight submit for approval as 130 gm/m2 when actual weight is 110 grams. The only variance allowed is the tolerance amount but you must list weight of actual submit accurately.
- Fit Model Time when extended sessions are due to Vendor error. = 1.5 times Fit Model rate.

For a list of additional Charge-backs see the Chargebacks Section and Chargeback Table in the Shipment Preparation Routing Guide.
16 QUALITY ASSURANCE PROGRAM (TORRID APPAREL ONLY)

The Quality Assurance Program has been implemented to strengthen our brand integrity, brand value and the customer's satisfaction with our product.

The program encompasses:
- Fabric and Garment Testing
- Factory Audits: Workplace Conditions Assessment and Supplier Qualification Program
- Inspections at Origin

Intertek has been selected as our single nominated 3rd party supplier. Testing from other labs/providers will no longer be accepted. Vendors that have internal laboratories or consistently work with the same fabric mill may apply for the MQP Laboratory Certification which is valid for 1 year. This can be recognized by different retailers and reduce the cost incurred in repeated 3rd party testing. Certification for garment testing is also available. Register at www.imillqp.com

NOTE:
- For additional information regarding Consumer Product Safety and S.O.C Requirements refer to the Shipment Preparation and Routing Manual.
- Additional information regarding Disney Licensee Product furnished upon request.

17 QUALITY ASSURANCE PROGRAM DOCUMENTATION

Enclosed is a list of associated Quality Assurance Program Documentation. Please review all documentation carefully as it contains specific information pertaining to the program including instructions, protocols, criteria, forms and pricing. This information is available via TradeStone and Datalink.

http://datalink.intertek.com
Username: hottopic_vendor
Password: htv2013

If your factories/contractors fill out request forms for fabric testing, garment testing, inspections or audits directly, please make sure they always reference your Vendor name in addition to their factory/contractor name.

When you receive “Failed” or “Non-conforming” reports in fabric testing, garment testing or inspections, it is the Vendor’s responsibility to advise the respective Torrid P.D contact to confirm the next course of action. Please do not wait for Torrid P.D to initiate contact.

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Testing Documentation

- Denim Fabric and Garment Protocol
- Knit Fabric and Garment Protocol (Includes information for Swimwear)
- Sweater Garment Protocol
- Woven Fabric and Garment Protocol (Includes information for Swimwear)
- Testing Appendix 1 Testing Requisition Form
- Testing Appendix 2 Testing Report Specimen
- Testing SOP

Audit Documentation

- Audit Appendix 3-1 WCA Service Flyer
- Audit Appendix 3-2 SOP Service Flyer
- Audit Appendix 4 WCA Intertek Audit Application Form
- Audit Appendix 5-1 WCA Audit Documentation Checklist
- Audit Appendix 5-1 SOP Document List
- Audit Appendix 6 WCA Auditing Fee Schedule
- Auditing On Boarding Package

Inspection Documentation

- Insp. Appendix 3 FRI Garment Report Specimen
- Insp. SOP Appendix 1 Apparel Inspection Checklist
- Insp. SOP Appendix 2 Inspection Requisition Form
- Inspection SOP

Contact Documentation

- Intertek Global Contact List

17.1 FABRIC AND GARMENT TESTING

Fabric and Garment tests are to be conducted consecutively to ensure quality at the earliest possible stage.

Fabric Testing

Fabric Testing is required for all Torrid Apparel bulk orders 600 units and above and all “Test Orders” 500 units and above. Testing is conducted in accordance with the care label instructions provided. Test request forms submitted without care instructions will not be accepted.

Both Chlorine bleach and Non-chlorine bleach should be tested in accordance with the care label claim against FTC:

<table>
<thead>
<tr>
<th>Care instruction provided by client</th>
<th>CF to chlorine bleach</th>
<th>CF to non-chlorine bleach</th>
</tr>
</thead>
<tbody>
<tr>
<td>dry clean only</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>do not bleach</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>only non-chlorine bleach</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>use bleach as needed</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>no instruction on bleach</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

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The reason fabric is tested for CF (Color-fastness) to non-chlorine bleach when care label says use bleach as needed is so that in the event fabric fails for regular bleach, non-chlorine bleach has already tested as a suitable alternative. Should it fail for non-chlorine bleach as well care instruction will be amended to “Do not bleach”.

17.2 Care Label Database

A data-base of commonly used care instructions for fabrication types has been established. This list is broad and general. Many factors may impact the proper care instruction such as embellishment, process treatments, screen printing, multiple fabric types within a garment, blends, weight etc. It is the Vendors responsibility to select the appropriate care label instructions among the options provided.

If the appropriate care instruction does not exist on the Torrid Care Label Database, the Vendor must advise P.D contact and Luwana David of suggested instruction and submit recommended care instruction on Test Request Form. Once the care instruction has been verified as correct it will be added to the care instruction data-base.

To request the Care Label Database please notify your respective PD contact

17.3 Garment testing

Samples submitted for garment testing must be 100% indicative of production components and construction with the exception of labeling which may not be available at this stage. Refer to the Testing Protocols for specific submission requirements.

Non-Denim Categories: Garment testing is required for all orders 1200 units and above. For the same style in multiple color-ways, if ALL color-ways have been tested during fabric stage, you only need to garment test one of the colors.

Denim Categories: Garment testing is required for all orders 1200 units and above. Due to the laundry process, each color of garment has to be sent for the testing and CF testing is done during garment stage.

Purchase orders can be written in numerous ways to accommodate 2 distribution centers, back-stock and the internet so keep in mind the objective is to ensure quality.

Possible Scenarios:

a. If you have 1 order of a style with 3 color-ways of 1000 units each for a total of 3000 units you should garment test ONE of the color-ways.

b. If you have 3 separate orders for the exact same style 1200 units each with the same delivery date, ONE garment test is acceptable.

c. If you have 3 separate orders of the exact same style 1200 units each for different delivery periods, you must garment test each order in the due course of processing the order.
Torrid may amend the selection criteria at any time based on product type, vendor history, style, fit performance and importance to assortment such as key item buy or ad style.

17.4 Factory Audits
Audit Certification for Workplace Compliance and Supplier Qualification is mandatory for all factories producing Torrid product. Audits usually have a 1 month lead-time and must be conducted within the time frame advised. Vendors are encouraged to consolidate your factory base for better production control which will also reduce costs.

17.5 Workplace Compliance Audit
This audit encompasses such topics as child and forced labor, discrimination, disciplinary practices, harassment and abuse, working conditions, wages and benefits, work environment, chemicals and hazardous materials, safety and management systems among others.

Scheduling: WCA audits are semi announced. Intertek will schedule WCA audits within a given time-frame and arrive within a two week window of the date set. When contacted by Intertek you can request an alternative date provided it is within the time-frame window set and with the understanding that there is still a two week window from the new date. Rescheduling is also subject to available resources.

17.6 Supplier Qualification Audit
This audit encompasses management systems, performance monitoring, corrective and action plans, process control from raw materials, sample preparation, pattern and marker through pre-production and production including send-outs, embellishment, wash, finishing and pressing, internal inspections and internal audit.

Scheduling: SQP Audits are announced. SQP audits can only be re-scheduled for a logical reason which must be approved in advance.

Important Points:
1. Vendors must completely fill out and submit the Supplier Upload sheet identifying all factories producing Torrid Merchandise. A Supplier Upload Sheet will be forwarded to you upon request. All new factories are subject to audit prior to production of bulk. It is your responsibility to keep the Supplier Upload Sheet current and up to date. You must notify Torrid of any intended new factories so audits can be scheduled. You must also advise us of any previously inactive factory you decide to use again

   **IMPORTANT:** Use only the legal business name as it appears on the business license.

2. Torrid will consider alternate Audit certificates from a comparable peer company provided it is for the specific factory manufacturing Torrid merchandise and conducted within the last 6 months. Submit proposed comparable peer

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certificates to Ldavid@hottopic.com. You will be notified if the certificate has been accepted. If you do not have a valid or acceptable comparable peer certificates, you will be scheduled for audit.

**IMPORTANT:** The factory name on the audit report must match the name submitted on the Supplier upload sheet.

3. Vendors with WRAP Certificates or approved alternative reports or certificates may also be scheduled for Audit. The audit dates are scheduled to take place prior to the expiration of your alternative audits/certificates. When contacted by Intertek for a date in the future, you must accept the audit request. This is for scheduling purposes. If and when you have a renewed WRAP or alternative certificate in process or in hand, the audit may be cancelled pending approval. As long as the scheduled audit is canceled more than 5 business days in advance you will not be billed.

### 17.7 Garment Inspections

**Denim:** Mandatory for 5000 units and above. This includes repeat orders/flow. Orders of lesser quantity may be selected at discretion of PD.

**Non Denim Categories:** General minimum unit quantity 3000 units. Orders of lesser quantity may be selected at discretion of PD.

Torrid reserves the right to select styles with unit quantities under the listed general minimum amount at our discretion. Likewise some styles at or over the general minimum unit amount may not be inspected. Selection is based on importance of style, fit performance, vendor or factory history etc.

You are required to inspect all styles/orders selected for inspection. You will be notified by your respective PD contact.

*Torrid may amend the selection criteria at any time.*

Garment Inspection Requirements:

1. Styles selected for inspection will require an additional PP or TOP than what is indicated on the Apparel PP and TOP Quantity Submit Chart. The PP must be 100% accurate and reflective of production.
2. Fill out front of the “Inspection Standard Sample” garment tag and attach to garment. Torrid Tech Dept. will complete the back of the card with approval information. Along with the Inspection Standard (PP or TOP), you must submit swatches of all colors / prints to be inspected. SOLIDS: 6X6 minimum or large enough to show to repeat.
   - PRINTS: 8X11 minimum or large enough to show to repeat.
   - SWEATER KNIT DOWN: 6X6 or large enough to show pattern or repeat.
3. Attach to header indicating “PRODUCTION STANDARD.” Indicate Vendor Name, P.O Numbers, Style Number, Color and Code. Please use card stock or

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material that will not tear. Attach, bundle or pack to/with Inspection Standard in a way that swatch card will not be misplaced or lost.

**PRODUCTION STANDARD**

| VENDOR: | 
| P.O #: | 
| STYLE #: | 
| COLOR / CODE: | 

4. For Denim and Garment Dye product, submit shade bands and process treatment variances along with the Inspection Standard PP or TOP. Shade-band variances must be approved by P.D. If a submitted shade is not approved by P.D, the respective P.D Team member will follow up directly.

5. If the PP is approved “as sample” it will be permanently marked as “Inspection Standard” then photographed and returned to you.

6. If the PP is approved with a “correct and proceed,” P.D will determine if the sample is sufficient to use as the standard for inspection. If not, you must submit an additional T.O.P. Once approved, the sample will likewise be permanently marked, photographed and returned to you.

7. The approval sample used as the standard for inspection, (either PP or TOP) must be readily available to Intertek inspectors upon arrival for inspection with specs attached and complete tech-pack available upon request.

8. It is your responsibility to coordinate the submission date of PP and TOP samples with Torrid P.D in a timely manner to accommodate scheduled inspections. There must be sufficient time for the approval process so inspection standard is on hand at time of inspection.

9. If you do not indicate the ITEM number on the Inspection Request Form it will be rejected. This information is important for reporting purposes to track orders inspected at origin so they are not re-inspected at our DC. The item number is located on the P.O generated by TPM in the third column between “Description” and “Size”. Please make sure you are using the ITEM number and NOT the Sku number.

10. Canceled Inspections due to poor PP execution and lack of coordination may incur a charge-back.

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11. Vendors must coordinate directly with Intertek to schedule the inspection when order is 80% complete and 60% packed.
12. You must advise your P.D contact of the confirmed Inspection date and any inspection date changes.
13. Be advised that audit charges will apply when Intertek Inspectors arrive at the factory for a scheduled audit regardless if goods are ready or not. Please coordinate scheduling carefully.
14. Garment Inspections will be conducted on a 4.0 AQL. Defect Standard is 0 critical, 2.5 major and 4.0 minor. General Inspection Level 2.
15. To maximize the ITS Inspector’s time Torrid has established CPM’s or Critical Points of Measure. CPM’s are identified with an asterisk before the measurement point.
16. Examples of samples with major defects will be sealed by Intertek inspectors and must be kept by factory for 48 hours in the event TORRID requests the samples be sent to headquarters.
17. Intertek does not have the authority to authorize you to ship goods or not. If the order fails inspection, contact your respective Torrid P.D contact on how to proceed.

17.8 Key Contacts

For additional questions regarding:

- Tradestone: Contact Nicole Moro at nmoro@hottopic.com
- Hot Topic and Torrid Apparel Sample Submit Requirements, Fit Process and Technical Design contact: Wendy Lacambra at wlacambra@hottopic.com
- Hot Topic and Torrid Component and Process Requirements: Contact the respective PD Contact
- Blackheart and Intimates Sample Submit Requirements, Fit Process and Technical Design: Contact Vince Lacambra at vlacambra@hottopic.com
- Blackheart Component and Process Requirements: Contact the respective Merchant
- Intimates Component and Process Requirements: Contact respective P.D contact
- Quality Assurance Program: Luwana David at Ldavid@hottopic.com
- Intertek: See the Global Contact list

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