



Sears Marketplace Vendor Information Guide

May 2018

Sears Marketplace Vendor Information Guide

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1 INTRODUCTION

The Sears Marketplace Vendor Information Guide (“VIG”) is the primary source of information on Sears Holdings Management Corporation (“SHMC”) and its affiliates’ requirements for all Marketplace sellers that ship direct-to-members.

The information in this Guide includes the service levels that all Sellers must maintain. Seller service levels will be monitored and measured by SHMC. If a Seller falls below expectations set herein, the Seller may incur charges to help offset lost sales and additional operating expenses resulting from unsatisfactory performance up to and possibly including the loss of selling privileges.

Please be sure to review the VIG through your Seller Portal to ensure that you are reviewing the most recent version.

The Sears Marketplace Vendor Information Guide contains confidential information and is, and shall remain, the property of SHMC. This Guide may be modified as needed at the sole discretion of SHMC. By accepting this Guide, you agree that you will not distribute any information contained in this Guide to any third-party without SHMC’s prior written permission.

1.1 ABOUT THE SEARS MARKETPLACE

Sears Marketplace is an innovative e-commerce community that allows you (“Seller”) to sell your products (“Merchandise”) on websites (“Sears Website”) that are managed and operated by Sears Holdings Management Corporation (“SHMC”), on behalf of itself and its affiliates, (collectively “Sears”) to consumers visiting the Sears Websites (“Members”). Sears Marketplace will expose your business to millions of Members. With two Sears Marketplace program options (“Programs”) available for you to choose from, it is easy to find a Program that is the right fit for your business.

Both Programs allows Merchandise to appear as products on Sears.com and be purchased through our secure checkout process. This process includes our fraud protection services. The Programs that are currently available for you to enroll in are as follows:

1.1.1 SELL ON SEARS (FULFILLED BY MERCHANT)

Sell on Sears (also called Fulfilled by Merchant (“FBM”)) – The FBM Program provides Seller with the opportunity to post Product Listings and sell Merchandise to Members through the Sears Website. All Member order requests for your Merchandise are processed by Sears through the Sears Website. The Member’s order details are then made available to you via the Purchase Order details for Sellers to fulfill and deliver the Merchandise sold to a Member.

Once a Member purchases one of your items, you will have access to the order allowing you to complete the order through your distribution methods. After the order has been shipped with verifiable tracking information, an invoice will be generated and we will compensate you via direct deposit into your specified bank account.

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1.1.2 SELL THROUGH SEARS (FULFILLED BY SEARS)

Sell through Sears (also called Fulfilled by Sears (“FBS”)) – This “Program” allows Sellers to ship Merchandise to Sears’s distribution centers. You will be required to send your Merchandise to both of our distribution centers. Once Merchandise has been designated as FBS, we will provide you with the instructions on where to ship it. After your Merchandise has been received in our distribution centers, we will verify inventory levels, provide a designated space to store said Merchandise and as orders are received we will pick/pack/ship. Upon shipment of Merchandise, an invoice will be created for the order and you will be paid the amount due to seller via a direct deposit into your specified bank account.

The FBS Program will address all Member fulfillment issues in connection with the sale of the Merchandise.

FBS Multi-Channel functionality is a service which allows you to fulfill orders from other sales channels (your own website or others) using the inventory stored at the Sears distribution centers. Using the Seller Portal or your integration with Seller Portal, you provide order information that allows us to fulfill orders on your behalf. There are additional fees to use this service (see chart in section [1.2 Cost of Doing Business](#)).

1.1.3 PROGRAM COMPARISON

	Sell on Sears (FBM)	Sell through Sears (FBS)
Commissions	7% - 20%	7% - 20%
Fees	\$39.99/month	\$39.99/month + fulfillment and storage fees
Items Appear in Search Results	✓	✓
Online Catalog Management	✓	✓
Checkout through Sears Cart	✓	✓
Track orders	✓	✓
Item Reviews / Rating	✓	✓
Sears warehouses & ships order		✓
Eligible for Sears Customer Service		✓

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1.2 COST OF DOING BUSINESS

Program	Fee Type	Fee	
Sell on Sears (FBM)	Monthly program fee* Assessed at the beginning of each month allowing you to receive unlimited orders for that month and granting you access to seller support, hosting and maintenance cost.	\$39.99 / month deducted from an EFT or payable by the credit card on file.	
	Commissions	Between 7% and 20%. For a detailed breakdown: once logged in to the Seller Portal please see the Item Class Commission table under Products > Product Mgmt > Bulk.	
Sell through Sears (FBS)		Sold on Sears.com	Multi-Channel
	Monthly program fee* Assessed at the beginning of each month allowing you to receive unlimited orders for that month and granting you access to seller support, hosting and maintenance cost.	\$39.99 / month deducted from an EFT or payable by the credit card on file.	
	Commissions	Between 7% and 20%. For a detailed breakdown: once logged in to the Seller Portal please see the Item Class Commission table under Products > Product Mgmt > Bulk.	
	Storage Fees	\$0.45 - \$0.60 per cu. ft. / month	
	Pick and Pack Fees	\$1 / item	\$3.25/item
	Order Handling Fees	\$0.00	Ground = \$2.00 2-day = \$8.00 Next day = \$14.00
	Weight Handling Fees Based on dimensional weight of the product	\$0.35 / lb.	\$0.50 - \$1.90 / lb.

*If seller is enrolled in both FBM & FBS, only a single monthly program fee will be assessed

1.3 GETTING HELP WITH YOUR ACCOUNT

The materials in the VIG, in addition to the training and [Seller FAQs](#), are designed to be your primary resource for answers. We highly encourage you to use the resources that are available to you prior to requesting the help of Seller Support.

1.3.1 TRAINING WEBINARS AND VIDEOS

Training webinars and videos are provided at no cost to the Seller. To view on-demand versions of webinars or register for a live webinar, please visit our [Upcoming Webinars page](#). Trainings include:

- [Seller Portal Introduction](#)
- [How to Create Items](#)
- [How to Sell Successfully at Sears Marketplace](#)

1.3.2 SELLER FAQs

The [Sears Commerce Services website](#) provides an abundance of articles to help Sellers resolve issues. Please visit this URL to view all of the Seller help materials.

https://www.searscommerceservices.com/faq/whats-new/?utm_source=VIG

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1.3.3 SELLER PORTAL REPORTING

To better serve our Sellers we have provided reporting tools in the Seller Portal and detailed instructions in our [Seller FAQ](#). Example reports include:

- Removed Items Report
- Remittance Info
- Purchase Order Reports

Additional report details can be found by visiting our [Seller FAQ](#).

1.3.4 SELLER SUPPORT

It is expected that a Seller uses the Seller help tools listed above in this VIG to find answers prior to contacting Seller Support. Once a Seller has searched these self-help tools and still cannot find the answer they are seeking, a case may be opened to contact Seller Support via <http://searsmarketplace.force.com/contactus> or by clicking the Contact Us link while logged in to the Seller Portal.

1.3.5 OTHER CONTACTS

Department Name	Email/Website	Reason to contact
Accounts Payable	APhelp@searshc.com	Inquires related to payments
Electronic Funds Transfer	APEFTMailbox@searshc.com	Updating your bank account information
General Seller Inquires	http://searsmarketplace.force.com/contactus	
Fraud Prevention	DSMAPP@searshc.com	You suspected an order is fraudulent

1.4 CHANGES TO THIS GUIDE

APRIL 2018

- ✓ Section 3.6 Seller debits
- ✓ 1.2 FBS cost for multi-channel fees increased

FEBRURARY 2018

- ✓ Section 3.3.1 – Member Communication
 - Attachments can now be sent and received by seller or member
- ✓ Section 3.3.4 – Shipping Address Changes subsection added
- ✓ Section 4.6 - SALES TAX SETUP section updated

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2 SELLER STANDARDS

2.1 TRUST AND SAFETY

Sears' mission is to provide world class service and value to Members of our ShopYourWay loyalty program. In line with the mission we want our mutual Members to shop the Sears Marketplace with complete confidence. To ensure a seamless transaction we require our Sellers to adhere to the following:

2.1.1 MARKETPLACE GUARANTEE

Marketplace Guarantee stands behind all products sold on sears.com marketplace. If Members are not satisfied with their Marketplace experience, Sears will contact the Seller and request they resolve the Member's concern. Should the Seller not resolve a Member's concern(s), Sears will refund the cost of the order and shipping. This can result in a deduction from the Seller's payables.

To be in compliance with the Marketplace Guarantee, ship the correct item on time and with accurate tracking information. In cases where Members are not satisfied with their purchase experience, please provide each Member with exemplary customer service to resolve their concern(s). Please communicate quickly and accurately with both Members and Sears when you receive communication from either source. Verifying that your Customer Service contact information is up-to-date in your Seller Portal will allow for proper routing of communication from Sears and Members.

2.2 SELLER PERFORMANCE

Our Seller requirements are designed to help us achieve our mission by ensuring that Merchandise reaches our Members in a timely manner and as advertised. Unfulfilled promises can result in lost sales and Members.

Sellers are expected to provide an accurate order prep time (SOPT) when building items and ship on or before the Ship by Date (Expected Ship Date).

Sellers are required to list only items and inventory quantities that are in their possession and not shared. All Merchandise is to be able to be shipped immediately (within the order processing time (SOPT) provided). We do not support backorders or substitutions. A Seller should only cancel orders when a Member requests or Sears fraud prevention team request for the cancellation.

When Sellers do not meet these minimum expectations, SHMC may take actions as defined in this VIG.

2.2.1 PERFORMANCE METRICS AND TARGETS

Sellers will be evaluated on a number of performance metrics and should work to maintain performance levels at or above the target value. These metrics include but are not limited to:

Metric	Definition	Target
Seller Initiated Cancellation Rate	% of orders cancelled with codes designated as Seller Initiated Cancellations divided by the total items orders in a 30 day period	< 2.5%

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Late Ship Rate	% of orders shipped after Expected Ship Date in a 30 day period	< 4%
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2.2.2 PERFORMANCE MANAGEMENT

SHMC regularly reviews Seller metrics and may notify Sellers outside of the system generated notifications when they are not meeting performance expectations. In most cases, Sellers will be given an opportunity to improve their performance metrics over a specified period of time to be determined based on the severity of the infraction. If significant improvements are made, Sellers will be given the opportunity to remain in the Program.

SHMC reserves the right to immediately remove selling privileges of a Seller when the Member experience has been strongly impacted.

If a Seller does not make significant improvements during the specified period of time, SHMC may revoke selling privileges and the Seller will be required to provide a plan of action on correcting all problems related to not meeting the performance expectations. Once SHMC has agreed to the plan of action, the Seller may be allowed to sell again with a probationary period. During the probationary period, SHMC may take additional actions including but not limited to increasing Seller commission rates, suppression of Merchandise in Sears' search results, and close monitoring of Seller performance metrics.

Per the Sears Marketplace Terms and Conditions, SHMC reserves the right to terminate the Seller relationship at any time for any reason without prior notice.

2.3 CUSTOMER SERVICE REQUIREMENTS

Sellers are required to provide customer service for orders received through the Seller Portal or items listed on Sears.com. Sellers must respond to Member and Sears Support questions, inquiries and requests submitted through phone, message center or email. **Responses must be made to all inquiries within 1 business day of being contacted.**

Failure to respond within specified timeframes may result in:

- *Orders being refunded to satisfy the customer deducting the Seller's payables*
- *Seller becoming responsible to arrange, coordinate and complete return shipping*
- *Items becoming banned, blocked, lowered in search results and/or group ranking*
- *Account being placed on payment hold with temporary or permanent loss of selling privileges*
- *Chargebacks initiated by Members will automatically result in the Member Services Organization resolving the Members' concerns and debiting the Seller's payables*

2.3.1 CUSTOMER SERVICE PHONE NUMBER

All sellers are required to offer phone support. During account setup, a verifiable Customer Service phone number must be provided. This phone number must be kept up-to-date. While it is preferred that a live person is able to answer every call during the Customer Service hours listed in your Customer Service Information page, if voicemail is used, the voicemail recording must state:

- 1) Company name as displayed on Sears.com
- 2) Expected turnaround time for a call back

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Best practices: Sellers should have customer service availability via telephone between the hours of 10AM and 6PM local time.

2.3.2 CUSTOMER SERVICE EMAIL ADDRESS

Your customer service email is the primary email address that is used by Members and our Member Services Organization (“MSO”) to communicate regarding Member orders. This email address is used when a Member chooses the “Contact Seller” feature on our websites. It is also where order cancellation or return authorization requests will be sent. The Customer Service email must be verified every 90 days. Failure to do so will result in a loss of selling privileges until it has been verified. To ensure that your service provider is not blocking emails from Sears and Members, please whitelist searsmpsellorders@customerservice.sears.com and Marketplace_noreply@searshc.com allowing all emails from our MSO team to reach your inbox.

3 OPERATIONAL REQUIREMENTS

3.1 ITEM MANAGEMENT

Item management through the Sear Seller Portal allows Sellers to build items, control inventory, update pricing and remove items no longer being sold. The Seller Portal can be accessed in a variety of ways. The most popular ways to access Seller Portal are API, User Interface (“UI”) or through a 3rd party aggregator.

3.1.1 ITEM STANDARDS

All items must be created with a minimum of information:

- Item ID – Sellers internal item number
- Title must be the item only, do not include the brand
- Short description is required
- Accurate brand and model numbers are required
- UPCs are strongly encouraged and may be required in certain categories
- Accurate shipping dimensions and weights will allow Members to see accurate shipping costs
- Item Condition is required
- Including as many attributes as possible will allow Members to find your products, some attributes are required
- Proper categorization of items is required. Items that are not properly categorized will be banned and removed from the site.

3.1.2 CONTENT GUIDELINES

Sellers are required to provide quality content for each item that is built. Content can be searched in the UI and Sellers may “borrow” the content for their listing. All content provided is available for this purpose. Reminders when creating content:

- Any prohibited items will be removed without warning. A list of prohibited items can be found in our FAQ <https://www.searscommerceservices.com/question/prohibited-merchandise/>

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- An item that has questionable nudity requires a mature content designation. This will create a curtain over the product in search results pages.
- Images must be original and meet a minimum set of requirements that can be found in our FAQ <https://www.searscommerceservices.com/question/what-image-standards-are-needed-for-my-items/>
- Images must match descriptions of items

3.1.3 PRICE & SHIPPING COST PARITY

As agreed upon in the Sears Marketplace Terms and Conditions, Sellers will maintain parity between the Merchandise offered for sale on Sears Marketplace and identical merchandise offered through Seller's other sales distribution channels, including Seller's own website(s) or any third-party marketplace(s). *Failure to do so may result in items being delisted and / or loss of selling privileges.* In essence, Sellers must sell an item on Sears.com for the same amount that they sell it for elsewhere including their own company website.

3.2 INVENTORY MANAGEMENT

Sears Marketplace requires Sellers to be in possession of their inventory, provide frequent inventory updates along with a dedicated inventory pool. Inventory that is not updated within 90 days will become “expired” and will be removed from the site. Sears Marketplace does not support backorders or substitutions. Any order cancelled for “out-of-stock” or “discontinued” reasoning will automatically be removed from the site and will affect your Seller Performance Metrics. Please ensure that you are updating inventory in a timely manner for all “out-of-stock” and “discontinued” items.

3.3 ORDER MANAGEMENT

This section focuses on the Sell on Sears (Fulfilled by Merchant) program in which the Seller manages the fulfillment processes. In addition to the expectations listed in [Seller Performance](#) section, this section outlines processes and expectations related to order management.

3.3.1 MEMBER COMMUNICATION

MEMBER TO SELLER COMMUNICATION

There are two ways a Member may communicate with a Seller: direct communication and Sears.com online message center.

A Seller's storefront contains the Seller's customer service phone number, email, and business address. A Member may directly contact the Seller's customer service via these options.

A second and more preferred option is for the member to reach out to Seller via online order center. Here is how the message center works:

- Within a Member's online order dashboard, a link to “Contact Marketplace Seller” is provided to allow the Member to contact the Seller via the Message Center.
- These messages will be emailed to the Seller's customer service email address and also will appear in the Seller Portal's Order Management Message Center.

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- A Seller may respond to the Member either by directly replying to the email or by logging into the Seller Portal and reply via the Message Center.
- Members may also request [cancellations](#) and [returns](#) from their Order Center. These requests will appear in the individual order details screen.

Copies of these messages are logged in our ERP system allowing our front line MSO agents to see when Sellers are communicating with Members. This will help to avoid actions being taken by MSO for non-response from Sellers. Hyperlinks will be stripped from email communication. Attachments may be sent and received by members. A maximum of three files or 5MB can be attached per message. Supported formats are JPEG, JPG, PNG, and PDF.

SELLER TO MEMBER COMMUNICATION

Each order has an encrypted email that is created upon the order being placed. This encrypted email address is unique to the Member's order. Multiple orders from the same Member will have multiple encrypted email addresses. When a Seller needs to initiate communication with a Member directly, the Seller must use the encrypted email address provided in the purchase order details. Using the encrypted email address will allow our ERP system to capture the communication. This will help our front line MSO agents to see the communication and relay it to the Member should they call and to avoid actions being taken by MSO for non-response from Sellers at this time, all hyperlinks will be stripped from email communication. Attachments may be sent and received by sellers. A maximum of three files or 5MB can be attached per message. Supported formats are JPEG, JPG, PNG, and PDF.

It is prohibited to send marketing emails to Members using the encrypted email.

3.3.2 NON-SHIPPING DAY MANAGEMENT

Should a Seller need to be closed for a holiday, inventory, vacation or any other reason, a Seller is expected to enter the dates of the closure or non-shipping dates in their Seller profile on the Seller Portal. The ship by date will be adjusted and the order prep time will be extended to allow the Seller to prepare shipments. For instructions on how to manage this list please visit our [FAQ pages](#).

Sears Holdings only counts the 6 days listed below as non-shipping days. Any other day that your carrier does not pick up (for example USPS does not pick up on President's Day), you should add that date to your non-shipping day list.

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas

3.3.3 CANCELLATIONS

Seller should only cancel an order when a Member requests cancellation. Members may request cancellation via the online order dashboard, send a direct email to the Seller's customer service email, or call the Seller's customer service phone number.

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When a Member uses the self-service cancellation link within the online order dashboard an email notification will be sent to the customer service email address provided in the seller portal. Sellers should then make all attempts to cancel the order within reason. Sellers must then acknowledge to the member by either cancelling the order or providing shipping information ship confirming the order.

For all non-Member initiated cancellations, Sellers should cancel the order in the Seller Portal using the cancellation reason code that most accurately matches why the order is being cancelled. It is important to note that Sellers must maintain a Seller initiated cancellation rate of less than 2.5% of all orders. Please see the [Seller Performance](#) section for more information regarding expectations.

3.3.4 SHIPPING

SHIPPING RATES

Shipping rates are defined by Seller within the Seller Portal. Sellers may choose their own shipping rate based on:

- Sears default rates
- Customized by weight
- Customized by order amount
- Customized at the item level
- Free shipping settings on the item level or using the Deals and Promo tool

If shipping rates are set to greater than \$0.00 (free shipping), Sears will collect the shipping cost during the Member purchase and pay it to the Seller when paying each invoice.

SHIPPING ADDRESS CHANGES

Packages should not be rerouted after the order has been placed. If a seller reroutes a package for any reason, the liability of delivery to a fraudster will be placed on the seller, not on Sears.



This is a key way the fraudsters scam customers. If the credit card and ship to address match the actual card holder, our fraud checks let the orders through. Then the fraudster requests the ship to location to be changed after it has shipped and intercepts the goods purchased by the stolen credit card.

VALID CARRIERS AND TRACKING IDS

- Each purchase order will provide Sellers with the shipping method the Member has chosen. Sellers are expected to ship using the chosen method from a shipping carrier that provides tracking services.
- Shipment confirmations (ASNs) should be done the same day the order ships. Sellers should not process a shipment notification that has not shipped yet. Ship confirming an order prior to it actually shipping can be considered fraud and may result in a loss of selling privileges.
- When creating an ASN, Sellers should provide the carrier and valid tracking number used for shipment. SHMC has provided a comprehensive [list of carriers](#) and service levels.
- Tracking IDs are validated and ASNs sent through the APIs will be rejected if the tracking ID does not pass validation. If the ASN is not corrected and resent, the order will be considered an unfulfilled backorder will be auto cancelled and payment will not be made. [See our FAQ](#) for more information.

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MINIMUM CARTON REQUIREMENTS

Sellers must ship using new packaging that will protect the merchandise from being damaged.

PACKING SLIP

The packing slip is a document that describes the contents of a package that is shipped the Seller to a Member. Packing slips may be generated by the Seller or through the Seller Portal.

All packing slips MUST contain the following:

- Business Name – as displayed on the Sears’ websites
- Date of PO on sears.com
- Carrier and Tracking information
- Shipping Address
- Accurate purchase price and quantity as reflected on the PO
- Contact for member inquires (both email and phone)
- Seller’s Return Policy which can be no more strict than sears.com return policy
- Instructions on returns, including return address

Packing slips must contain the following wording, “This is a marketplace item and cannot be returned or exchanged at Sears’ stores.”

3.4 REFUNDS AND RETURNS

Member returns for Merchandise purchased are facilitated through the following methods.

- 1) Member may initiate a return request to the Seller via the online order center. For more information on the whole process including how to view Member return request and how to acknowledge them, see our [FAQ page](#).
- 2) If the Seller provides return policy that is better than the Sears policy, the policy may provide instructions on the customer service information page of the Seller account settings, which is originally filled out during account setup. Note, if the return policy is not filled out, the return policy defaults to the Sears policy.
- 3) Member may email the customer service email address listed on the customer service information, which is presented to the Member on the Seller storefront.
- 4) Member may create a message to Seller via the online order center. An email message is sent to the customer service email address provided on the customer service information page.
- 5) Member follows return instructions that were provided on your packing slip.

Member returns on Merchandise purchased via the method as defined during one of the above methods of interaction. Seller must process the return in the Seller Portal within 2 business days of receiving the Merchandise. Accurate return reason codes must be used when processing the return. After Seller processes a return request, Sears will refund the monies paid by the Member for the Merchandise.

Seller must accept returns and process refunds in the following situations, and must refund full amounts (including shipping).

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- Item is damaged upon arrival to the customer
- Item is defective
- Incorrect item was shipped

Returns for the above reasons will be full refunds (no partial refunds, not restocking fees, etc.). Return shipping may not be charged to the customer and is the responsibility of the seller.

For all returns, Seller must provide the Member a return address within the 48-contiguous United States.

Seller must provide refunds as defined in compliance to [Seller return policy](#) terms and conditions.

3.5 GETTING PAID

Seller is paid between 13 to 15 days after the invoice has been issued. Note, invoices are generated based on the date when the last item on an order is marked shipped. In Seller Portal, Sellers may view Remittance Info in the Seller Portal in Seller Tools, reports.

Sellers are paid via EFT to the bank account on record. To update your EFT bank account, update the Seller Portal and send a “Financial EDI Authorization Electronic Funds Transfer Application” form to the accounts payable department. Information is available in the [Seller Portal](#). See [section 5.1.1 Electronic Funds Transfer Application](#).

For questions regarding your payments, reach out to APhelp@searshc.com.

3.6 SELLER DEBITS

3.6.1 CHARGEBACKS (CUSTOMER CREDIT CARD CLAIMS)

A customer credit card claim (“chargeback”) occurs when a cardholder contacts their bank for an order placed on Sears.com and disputes the charge for various reasons including merchandise not received, incorrect item received, damaged, etc.

As outlined in the Sears Marketplace Terms and Conditions, Seller may be held responsible for chargebacks filed against orders that were fulfilled by the Seller, such as non-receipt of the Merchandise. When a Member contacts their credit card company to request a chargeback, the credit card company will contact Sears to request details about the transaction. In turn, Sears will contact Seller via email to request transaction information. Seller must respond to any chargeback claim within five (5) business days of the email date. If Seller does not respond with compelling evidence, Sears may debit Seller account for the transaction amount. Seller also needs to reply to any additional requests for information within the time frame stated in the request.

Compelling evidence would constitute a proof of delivery showing the Member’s signature confirming receipt in addition to the ship to address, city, state and zip and tracking id.

To prevent chargeback claims, follow guidelines outlines in section 3.3.4:

- Ship only to the shipping address provided by Sears. Seller is liable for any disputes filed for Merchandise sent to a different shipping address.
- Always ship with a carrier that provides a unique valid tracking number.
- Use delivery confirmation (signature required) for high value merchandise.
- Keep a record of the date the order was shipped, the shipping method used, and any available tracking information for at least 6 months after the order date.

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3.6.2 MISCELANIOUS CLAIMS

There are various types of claims debited against a payment. These may include but not limited, Returns Goods Invoices (RGI), Monthly Program Fees, adjustments made by the MSO. The Remittance Info report will provide additional information regarding these claims. For more information, please see our FAQ page:

<https://www.searscommerceservices.com/question/how-do-i-reconcile-my-payments/>

4 SELLER ACCOUNT SETTINGS AND BUSINESS INFORMATION

In order to qualify to sell on the Sears Marketplace, a seller is required to provide the Seller's business information including but not limited to primary contact information, billing information (including credit card), customer service information, primary fulfillment location and return address. This information is use to authenticate the Seller's business prior to selling on the Sears Marketplace. *Any falsification of account information will result in loss of selling privileges.*

4.1 PRIMARY USER

The user that registered for a Sears Marketplace account is considered the "primary user" and is the only user that may update account, business, billing and other information via the Seller Portal. The primary user is expected to keep all information current at all times. *Failure to do so may result in loss of selling privileges.*

4.2 SECONDARY USERS

The primary user may provide access to other users that will be able to access all functions except update the [account settings](#). They may also be setup to receive [email notifications and alerts](#).

4.3 PUBLIC CUSTOMER SERVICE INFORMATION

The customer service information provided in the Seller [account settings](#) including the business description, customer service phone number, return address and return policy is public information and will be displayed on the Seller storefront. *Failure to maintain current customer service phone number and / or customer service email address may result in the loss of your selling privileges.*

4.4 FULFILLMENT LOCATIONS

While Seller may ship from multiple fulfillment locations from within the United States, at this time, [Seller Portal](#) is only able to accept one fulfillment location for the FBM program. Please provide your most central location.

4.5 SELLER RETURN POLICY

As per the agreed terms of the Sears Marketplace Agreement, you agree to have a return policy that will be as good as or better than what is being offered for our Sold by Sears merchandise. *Failure to maintain a return policy that is as good as or better than the Sold by Sears policy, may result in the loss of your selling privileges.* Seller Return policies should be entered in the account settings, [customer service information page](#).

What does this mean?

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If you sell shoes and Sears' policy for shoes is a 30 day return policy, you must allow a customer 30 days or more to return the shoes. For most items, customers should have 30 days from the date of their original purchase to make a return with some exceptions. Please visit our [Sears Return Policy page](#) for more information.

Restocking fees may only be charged in certain situations and categories. No restocking fee may be greater than 15%. Please visit our [Sears Return Policy page](#) for more information and search for the term "restocking fee" for examples.

4.6 SALES TAX SETUP

Seller will promptly notify Sears of the jurisdictions for which Sears should collect state and local sales and use tax by selecting the applicable jurisdictions in the Seller's business account profile in the Seller Portal. Sears will pay over the sales and use tax collected from the online purchaser directly to the Seller and Seller will be solely responsible for remitting the tax to the applicable taxing jurisdiction, except in states where Sears, as the marketplace platform provider, is either required by law or elects to remit taxes directly to the state on behalf of seller.

5 BUSINESS STANDARDS

This section provides information on Sears Legal and Product Liability Insurance requirements.

5.1 LEGAL

This section outlines the legal requirements and obligations Sellers must meet in order to conduct business with Sears. The requirements in this Guide apply in addition to the Program Terms and Conditions of any Sears Marketplace Agreement Seller agrees to when enrolling in Sears Marketplace, our Privacy Policy, and our Site Terms and Conditions, and are not intended to supersede any of these Agreements. Sears may update the requirements and obligations in this Guide from time to time. Sellers are required to review the Guide regularly in order to ensure compliance with any updated terms.

5.1.1 SELLER AGREEMENTS & CERTIFICATIONS

All new sellers must complete, sign and return all applicable agreements and certifications required by Sears, or as required by law, including a Certificate of Insurance Ownership Verification Form, and an Electronic Funds Transfer ("EFT") Application.

The terms and conditions of the various Sears Marketplace agreements require that all products sold by Seller to Customers through Sears Marketplace be produced, packaged, tagged, labeled, packed, shipped and invoiced in compliance with all applicable requirements of federal, state and local laws, acts, regulations, ordinances and administrative orders and rules of the United States, and its territories and all countries, to the extent applicable, where the products sold by Seller are produced. These include but are not limited to:

- Fair Labor Standards Act
- Consumer Product Safety Improvement Act ("CPSIA")
 - Requires all Children's products must comply with CPSC tracking label requirements, as well as requirements related to Phthalate and Lead Restrictions and Other Restricted Substances.
- Textile Fiber Products Identification Act

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- Wool Products Labeling Act
- Fur Products Labeling Act
- Flammable Fabrics Act
- FTC Care Labeling Rule
- Federal Food, Drug and Cosmetic Act
- Federal Hazardous Substances Act
- Federal Insecticide, Fungicide and Rodenticide Act
- Hazardous Materials Shipping Regulations
- OSHA Hazard Communications Regulation
- Magnuson-Moss Warranty Act
 - Requires submission of the on-line Product Warranty Information Form (see “Magnuson-Moss Warranty Act” included in this section).
- Kimberley Process Certification Scheme
 - Requires inclusion of a code in each EDI 810 Invoice that affirms compliance (see “Kimberley Process Certification Scheme” included in this section).
- California Air Resource Board Standards for Composite Wood Products
- Any FTC Rules or Guidelines, currently available at <http://business.ftc.gov/>, that apply to Merchandise categories sold through the Sears Marketplace. Seller is responsible for complying with FTC Rules or Guidelines, and must update their practices to ensure compliance as any changes are made to existing Rules or Guidelines, or new Rules or Guidelines introduced by the FTC.

Certifications survive the cancellation or termination of the terms and conditions of any Sears Marketplace agreements that Seller has entered into. This section is intended to be in addition to, and not supersede or replace, any terms and conditions of any Sears Marketplace agreement, specifications or other documentation posted and made available to Seller in the Seller Portal.

Restricted Items

- Knives. States, municipalities, and other jurisdictions have different laws related to the sales of knives or bladed items. Seller is responsible for ensuring all sales comply with applicable law.

ELECTRONIC FUNDS TRANSFER (“EFT”) APPLICATION

All sellers must complete, sign and return all pages of the Electronic Funds Transfer (“EFT”) Application. The electronic Funds Transfer Application form is located in [the Seller Portal](#). Upon completion of the form it must be sent to the fax number/email address on the form.

When the form is 100% filled out and all identifying information is confirmed, testing will commence on the account before customer order related funds will be deposited. Upon completion of testing, the EFT account will be placed into production, and all funds will be deposited in that account until a EFT change form has been completed or until we receive a ‘funds rejected or account closed’ notification from your bank or financial institution.

If you have any questions about these documents or the Electronic Trade Payments program, please contact Accounts Payable via email to A/PEFT@searshc.com.

FAIR LABOR STANDARDS ACT

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Seller must comply with this Act.

- Whenever any product is sold by Seller to Customer through the Sears Website that is subject to the Fair Labor Standards Act (the “Act”), Seller must be in strict compliance with the Act.

SEARS PVC POLICY

Some studies suggest that the manufacture, use and disposal of Polyvinyl Chloride (“PVC”) is directly or indirectly linked to both environmental and health concerns. Sears is working to reduce and phase out PVC in its packaging and merchandise.

In December 2007, Sears adopted a policy calling for the reduction and elimination of polyvinyl chloride (“PVC”) in products that are offered for sale and the packaging for those products to Customers through Sears stores and the Sears Website.

As such, Sears will:

- Encourage sellers to reduce or eliminate their use of PVC in merchandise and packaging;
- Encourage sellers to utilize the Society of the Plastics Industry labeling system on packaging;
- Encourage sellers to label their merchandise as PVC-free when true.

As you work towards the goal of reducing and eliminating PVC in products and packaging, please keep Sears updated on your progress via email to sustainability@searshc.com. It is important that we are notified of any reduction or elimination of PVC. Similarly, we require that you notify us if you begin using PVC in packaging or products that do not contain PVC today. If you should have any questions or concerns regarding the policy or our sustainability efforts, please contact us via the email address listed above.

MAGNUSON-MOSS WARRANTY ACT

Federal law, administered by the Federal Trade Commission (FTC) requires that all sellers make written product warranties, where they exist, available for Customers to review prior to sale. Failure to comply with the requirements of the Magnuson-Moss Warranty Act and other FTC Warranty Rules could result in substantial penalties. These requirements apply to all manufacturers’ written warranties on products sold for \$15.00 or more.

KIMBERLEY PROCESS CERTIFICATION SCHEME

All Sellers that sell diamonds through the Sears Website must comply with the following requirement, in addition to any FTC Guidelines related to jewelry as discussed in Section 5.1.a:

- Seller shall include a code in each EDI 810 Invoice to affirm compliance to the Kimberley Process Certification Scheme (“KPCS”) which provides the following warranty:

“The diamonds herein have been purchased from legitimate sources not involved in funding conflict and in compliance with United Nations resolutions. The seller hereby guarantees that these diamonds are conflict free, based on personal knowledge and/or written guarantees provided by the supplier of these diamonds.”

5.1.2 SAFETY, HEALTH & QUALITY PRODUCT RECALLS

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Sears treats all safety, health and quality related product recalls very seriously. For this reason, you must adhere to the following requirements so that Sears may properly execute the recall.

- In the event that Sears must participate in a safety, health or quality related product recall, immediately notify Sears' Food Safety Department or Product Safety Office, based on product category as listed below:
 - Food Safety Department - all over-the-counter drugs and all food items, including pet food.
 - Product Safety Office - all other product categories including hazardous materials.
- Email or fax (email preferred) a completed Product Recall Form and a copy of the actual recall notice to Sears' Food Safety Department or Product Safety Office (based on product category).

Sears Contact	Email	Fax
Food Safety Department	foodsafety@searshc.com	847-286-9370
Product Safety Office	productsafety@searshc.com	847-286-0266

- All product recall communication must go to the contacts listed above to ensure the efficient execution and adherence to the product recall procedures.

Note: Recalls of Hazardous Materials will be returned to Seller direct from the stores and/or DC's in accordance with DOT and/or FAA regulations. All recalls (hazardous and non-hazardous materials) from stores and DC's in Alaska, Guam, Hawaii, Puerto Rico, and the Virgin Islands will be returned direct from these locations in accordance with DOT and FAA regulations.

Product Recall Initiative for Quality Stop Sales and Recalls, Safety Stop Sales and Recalls, and Intellectual Property Infringement Claims

Sears' Product Recall Initiative is the program by which Sears will recoup those costs incurred by Sears in connection with quality stop sales and recalls, safety stop sales and recalls, whether initiated by a governmental agency or the seller, and intellectual property infringement claims. (For purposes of this section of the Guide, quality stop sales and recalls, safety stop sales and recalls, and intellectual property infringement claims will collectively be referred to as the "recall" or "recalls".) The recalls covered by these provisions include all Merchandise sold through the Sears Websites. Sellers will be responsible for all recall costs, including all costs incurred by Sears associated with the recall.

5.1.3 CONFIDENTIALITY

Proprietary information, including Sears' customer lists and other customer data is the sole property of Sears.

- The terms and conditions of all agreements between Seller and Sears, including all guidelines and procedures established by Sears related to Marketplace sales shall also be considered confidential.
- Seller may not disclose any proprietary information, except information related to Seller performance, to any other third-party.
- At Sears' request Seller must return all materials containing Sears' proprietary information in its possession.

This section is intended to be in addition to, and not supersede or replace, any terms and conditions of any Sears Marketplace agreement Seller has entered into with Sears, or any related documentation or specification posted by Sears in the Seller Portal.

5.1.4 BANNED/RESTRICTED COUNTRIES & PARTIES

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Seller is prohibited from offering for sale to Customers on the Sears Websites any products made in any of the countries from which the U.S. government prohibits imports. In addition, the U.S. government prohibits transactions with any person or entity appearing on the List of Blocked Persons, Specially Designated Nationals (“SDN”), or included in a Presidential Order.

The U.S. government list of restricted countries and parties may change from time to time. The countries and parties from which the U.S. prohibits/restricts imports are identified on the Office of Foreign Assets Control website, currently located at <http://www.treas.gov/ofac>. Sellers are solely responsible for maintaining updated information.

5.1.5 ENVIRONMENTAL COMPLIANCE

Sellers must comply with all local laws protecting the environment. In addition, Sears encourages its sellers to conduct business so as to minimize the impact on the environment, including reducing waste and maximizing recycling initiatives.

5.2 INSURANCE

Every Seller selling Merchandise to Customers through the Sears Website is required to maintain and provide proof of Product Liability insurance (generally part of a Commercial General Liability insurance policy) at Sears’ request.

- If you provide re-labeled or re-packaged goods, you must provide evidence of your own insurance coverage.

PROOF OF INSURANCE

Seller must provide evidence of insurance coverage to Sears at the time of Seller’s execution of any Sears Marketplace agreement, and each year prior to the expiration of your policy. Proof of insurance must include:

- A Broad Form Vendor’s Endorsement naming “Sears Holdings Management Corporation and its subsidiaries and affiliates” as additional insureds. Use the additional insured vendor endorsement ISO Form CG 20 15 11 88 or its equivalent.
- The following policy language: “This coverage shall be primary to, and non-contributory with, any and all valid and collectible insurance or program of self-insurance of Sears Holdings Management Corporation or its subsidiaries or affiliates”.
- The Certificate Holder must state:
Sears Holdings Management Corporation
3333 Beverly Road
Hoffman Estates, IL 60179

Seller must use an insurance company that has a rating of at least A-VII as published in the current edition of A.M. Best’s Insurance Reports.

If Seller’s policy contains any coverage exclusions that limit product liability coverage, a copy of the coverage exclusions must be attached to Seller’s proof of insurance.

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Seller's policy must provide that coverage will not be terminated without at least thirty (30) days prior written notice to Sears.

Seller must specify the products that it sells on the Sears Website on the proof of insurance Seller submits.

INSURANCE COVERAGE REQUIRED FOR SELLERS PROVIDING HOME DELIVERY AND INSTALLATION SERVICES.

Seller must maintain Commercial General Liability insurance coverage of at least one million dollars (\$1,000,000.00) per incident.

Seller must maintain Worker's Compensation insurance coverage of at least one-hundred thousand dollars (\$100,000.00) per disease, at least five-hundred thousand dollars (\$500,000.00) aggregate for disease, and at least one-hundred thousand dollars (\$100,000.00) per accident. If a state where delivery or installation services will be performed does not require Seller/installer carry Worker's Compensation Insurance, Seller must provide a waiver to any applicable individuals.

Seller must maintain Automobile Liability Insurance on any vehicles used in delivery and installation services of at least one-hundred thousand dollars (\$100,000.00) per incident for property damage and bodily injury combined.

Drug Testing and Background Check Requirements. Additionally, Seller shall ensure that any Seller Personnel or Seller Subcontractors entering customer premises to perform delivery and installation services shall have passed a five (5) panel drug test. To be in compliance with this standard, the screening of an individual must have been accomplished before the individual reports for the first day of providing work. Seller shall conduct or shall certify that any of its personnel or subcontractors who enter customer's premises for delivery and installation services have passed a criminal background check. At a minimum, the criminal background check process will consist of the following: A search conducted by a qualified background check service provider, which includes a review of criminal court records of all counties of residence based on the individual's past seven (7) years of residential addresses. Seller may not assign Personnel with job-relevant adverse information, or information that indicates an unreasonable risk to property, safety or the welfare of individuals or the public to enter the residence or premises of a Customer. At Sears' request, Seller shall submit reliable evidence of Seller's compliance with these background check and drug testing requirements.

COVERAGE REQUIRED FOR SPECIFIED PRODUCT LINES

See appropriate guidelines in Section 5.2.1 to determine the limit of liability required on a per occurrence basis, and the aggregate limit of liability for specified product lines. You may satisfy this requirement with any combination of primary and excess/umbrella liability policies.

COVERAGE REQUIRED FOR ALL OTHER PRODUCTS

Provide product liability insurance on an occurrence basis with combined single limits for bodily injury and property damage of at least five-hundred thousand dollars (\$500,000.00) per occurrence.

If you are unsure if the standard five-hundred thousand dollars (\$500,000.00) limit is sufficient, contact the Sears Portal administrator.

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SELF INSURANCE

In some cases, Sears will allow certain levels of self-insurance provided certain conditions are met. The Sears Risk Management department will review the risk potential of the product line(s), as well as your financial position and claims handling record.

For approval of self-insurance, you must provide Sears:

- An amendment to the appropriate purchase contract that documents the terms and conditions of the self-insurance agreement.
- Requested background information from the Seller Portal administrator.
- Your current annual report or audited financial report.
- Your current 10K report.

INSURANCE CERTIFICATE ADMINISTRATION & TRACKING

New sellers must submit their insurance certificates to:

Sears Holdings Management Corporation
Vendor Support, B4-130A
3333 Beverly Road
Hoffman Estates, IL 60179

Existing sellers must submit their updated/corrected insurance certificate to: Sears Holdings Management Corporation

Vendor Support, B4-132A
3333 Beverly Road
Hoffman Estates, IL 60179

5.2.1 PRODUCT LIABILITY INSURANCE LIMITS

For product liability insurance limits, please see the Sears Marketplace Vendor Information Guide Addendum: Product Liability Insurance Limits at following website: <https://www.searscommerceservices.com/wp-content/uploads/MPVIGAddendum.pdf>

5.3 FOOD SAFETY REQUIREMENTS

If the Sears Director of Food Safety determines a Seller, transportation Company and/or a consolidator is not in compliance with Food/Pest Control Laws and/or operating in a manner that present a danger to our Customers, he has the right to immediately suspend the relationship with Seller. Director of Food Safety will take partners in merchandising, operations and legal if this type of action becomes necessary.

Temperatures

- Perishable-chill products, the container for the product must be able to maintain a temperature of 40° or lower at all times during the entire process from Seller to final Customer.

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- Some produce items such as potatoes, onions, bananas and most hard fruit can be delivered at room temperature
- Leafy produce, especially pre-cut must be maintained at 40° or lower at all times. Soft fruit i.e. grapes etc. must also be at 40° at all times
- Frozen foods of all, varieties must be kept in a container which will be able to maintain the product at 0° or colder. When placed into the container, food must be at 0° or colder. Frozen foods at time of delivery must be frozen solid. Ice Cream must be at 0° or colder at time of delivery
- It is recommendation of the Sears Food Safety Department that Seller places Temperature Labels on all frozen and refrigerated products before placing the items in a container for shipping.

Cross Contamination

- Ready to eat foods of all varieties may not come into direct contact with any raw meats or other potentially hazardous foods. There may not be direct contact or the possibility of contact by dripping purge or other fluids from the meat product
- Seafood may not be allowed to contact directly or via drip of purge or other fluids, any Ready-To-Eat food or any other foods such as meats, eggs milk containers etc...
- Poultry is always considered to be contaminated with bacteria which can cause serious illness or death. It must be separated from all other foods in such a manner as to preclude the possibility of direct contact or contact to other foods by purge or other leaking fluids from the poultry package.
- Veal and Beef must be kept separate from all RTE foods and from any other meats.
- Pork must be handled the same way
- All meat/seafood items must be packaged in a moisture resistant wrap such as plastic wrap etc., and must then be placed into an intact plastic bag for further separation.
- If raw meats-seafoods are placed into the same insulated container, the poultry items must be on the bottom. Next layer is seafood, then pork, beef and veal must be on the top. Each item must be packaged as stated above to prevent contact or dripping
- Chemicals i.e. laundry detergent, bleach, pesticides etc. may NEVER be placed into the same container of any container of food, pet food, OTC meds, or with any protected products such as paper plates, plastic utensils, napkins, paper towels, feminine hygiene products etc.

Recalls

- Seller has an obligation to notify the buyer and the broker, of recalls of any products which are being sold by Seller.
- Seller may not under any circumstances place any item into a customer package which has been recalled for any reason
- Customers will also be directed to the appropriate website to determine if any items have been recalled.

Delivery Times

- Delivery to the final Customer must take place within 10 hours of the time that the product was first assembled or placed into the package by Seller. However this time line can be extended provided the product is packaged in a proper container and temperatures can be maintained during the longer time with freezer Packs or Dry Ice Packs. Required Temperatures must be maintained at all times.

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- Refrigerated food must be destroyed within 24hrs of packaging. Under no circumstances should the food be delivered to the Customer after 24hrs of packaging. Frozen Food may be retained for 7 days in approved ASN Freezer unit provided the food remains solidly frozen and at zero degrees (F) at all times.

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APPENDIX

ACRONYMS AND TERMS

Acronym/Term	Definition
ASN	Advanced Ship Notice - common term used in reference to the EDI 856 Ship Notice/Manifest transaction.
Dart Warehouse	Facility used for stocking merchandise for Sell through Sears accounts.
EFT	Electronic Funds Transfer - transfer of funds from a payer's bank to a payee's bank via electronic communication
LTL	Less-than-Truckload - shipment less than a full truckload quantity or full visible capacity
PID	Product ID - U.P.C. catalog product ID assigned for Sears.com products
PO	Purchase Order - transaction delivered to the vendor containing information about the item(s) purchased and the customer
RGI	Return Goods Invoice - debit advice used for merchandise returns to vendor
RMA/RA	Returned Merchandise Authorization/Return Authorization - number assigned to a product return transaction. Used as the document reference number in the Credit/Debit Advice transaction (EDI 812).
SHC	Sears Holdings Corporation - a publicly traded corporation (Nasdaq: SHLD)
SHMC	Sears Holdings Management Corporation - manages the general and administrative duties of Sears Holdings Corporation
SOPT	Source Order Processing Time or "Order Prep Time" - number of days a vendor requires to process a purchase order from order receipt to ship date
U.P.C.	Universal Product Code - bar code structure used for product identification
UPS	United Parcel Service - private company specializing in the movement of small packages
USPS	United States Postal Service
VIG	Sears Marketplace Vendor Information Guide - primary source of information on Sears Holdings Management Corporation ("SHMC") and its affiliates' requirements for all Marketplace vendors that ship direct-to-customer.