

757-564-3326

Dear Valued Supplier;

We appreciate the partnership we have shared with your organization over the years, and we look forward to continuing our relationship into the future!

As part of our commitment to making the purchasing process as convenient as possible, we would like to share with you the attached supplier guidelines. We believe that adherence to these rules will ensure mutual convenience and productivity for both of our companies.

Please review the guidelines and indicate your acceptance of the terms and conditions by signing the attached acknowledgement form. The acknowledgement form along with a current insurance certificate and W-9 form should be sent to our Accounts Payable Department. We will only issue purchase orders to those organizations that have current documentation on file.

If you have any questions, please feel free to contact me at 757-564-3326.

Sincerely,

Peter Kao
Executive Vice President

1/16/2018



757-564-3326

1. Supplier Documentation: Suppliers are required to review the following guidelines and sign and return the attached acknowledgment form. No purchase orders will be issued unless a supplier has an up-to-date acknowledgment form, W-9 form and Certificate of Liability Insurance form on file with the Williamsburg Pottery Factory's Accounts Payable Department.

Suppliers to the Williamsburg Pottery Factory are required to submit a current copy of their Certificate of Liability Insurance with the Williamsburg Pottery Factory listed as a certificate holder. Payment of invoices will be withheld if required proof of insurance is not submitted.

2. Purchase Orders: Our purchase order and the terms/conditions described below constitute a legally binding agreement between the Williamsburg Pottery Factory (WPF) and the Supplier. By accepting our purchase order, suppliers accept all of the terms and conditions herein. No other acceptance or acknowledgment shall be binding to either party unless expressly agreed to in writing. If there are inconsistencies between a purchase order, a supplier's terms and conditions, or any supplemental documents, then the terms of the purchase order shall prevail.

Purchase orders are not valid unless signed by an authorized purchasing agent for the Williamsburg Pottery.

Items supplied without a valid purchase order will be returned at the supplier's expense. Likewise, invoices will not be processed without a valid purchase order.

3. Price Guarantees: The quantity, price, and delivery terms on our purchase order must be honored and variances are not permitted. In the event that an invoice does not agree with the terms of our purchase order, the purchase order shall prevail except that the WPF shall pay the supplier the lowest price whether that price is on the purchase order or the invoice. The Williamsburg Pottery shall receive the full benefit of all discounts, premiums, and other favorable terms of payment customarily offered by the supplier to its customers or that are customary in trade.

Any change from the original terms of the purchase order will render the agreement null and void.

4. Shipment: If delivery is not made by the date indicated on our purchase order, we reserve the right to cancel the order without any liability whatsoever. **Returns will be at the supplier's expense to include shipping and a handling fee that is equal to 10% of the cost of the items returned.** If, in order to comply with the agreed upon delivery date, it becomes necessary to ship by a more expensive way than specified in the purchase order, any increased cost will be the responsibility of the supplier.

Suppliers are required to follow the Williamsburg Pottery Factory's Routing and Shipping Instructions, which will be sent along with our purchase order. (A copy of the Routing and Shipping guide is attached.) As described in the routing guide, it is extremely important that a packing list accompany each shipment and each carton is marked with our name, address, and purchase order number.

Should factors beyond the control of the Williamsburg Pottery Factory make it necessary to delay delivery or acceptance of a shipment, the supplier shall hold the goods at the direction of the WPF until the cause affecting the delay has been removed. In such a situation, the WPF shall only be responsible for the direct additional costs incurred by the supplier in holding the shipment or delaying performance of any agreements.

5. Delivery and Risk of Loss: Time is of the essence hereof. All merchandise must be received by the Williamsburg Pottery Factory by the delivery date agreed to in the purchase order. If supplier cannot meet the delivery dates guaranteed in the purchase order, the WPF reserves the right to cancel the order without further liability. Authorization to deliver shipments after the time specified in the purchase order must be in writing and signed by a WPF buyer.

Delivery shall be F.O.B. destination unless otherwise stated on our purchase order. Delivery is not complete until the goods have been actually received and accepted.

6. Rights of Rejection and Returns Policy: The Williamsburg Pottery Factory may refuse or return at the supplier's expense shipments made after the shipping date specified on the purchase order, shipments in excess or shortage of the quantity ordered, and shipments that contain substitute items. The WPF has the right to inspect all items and to reject those that in our judgment are defective or nonconforming. Rejected items or those excess of the quantity ordered shall be returned to the supplier at the supplier's expense plus a 10% handling fee.

Payment before inspection of merchandise shall not constitute acceptance. The Williamsburg Pottery Factory has the right to reduce future payments by an amount equal to the cost of the non-conforming merchandise. If it is necessary for the Pottery to return non-conforming merchandise, the supplier will be responsible for the shipping costs plus a 10% handling fee.

7. Back Orders, Partial Shipments, and Over Shipments: The Williamsburg Pottery Factory does not accept back orders, partial shipments, or over shipments. Merchandise received in after the initial shipment, or merchandise that is not part of our

purchase order, will be returned to the supplier. The supplier will be responsible for the cost of the return shipment plus a 10% handling fee.

8. Damaged Merchandise and Shortages: The Williamsburg Pottery Factory will notify the supplier of any damaged or missing merchandise within **7 business days** of receiving a shipment. To ensure that merchandise is properly received, **it is imperative that each shipment include a packing slip that states the number of pallets and cartons.** In the event that we do not receive the stated number of cartons, we will notify the supplier, who will be responsible for contacting their shipping company and tracing the missing items. **The Williamsburg Pottery Factory will not accept into inventory any shipment that is missing pallets and/or cartons.**

9. Warranties: The supplier warrants that all merchandise complies with all applicable international, federal, state, local laws, rules, regulations, ordinances, codes and orders. Supplier also warrants and guarantees that the merchandise sold to the WPF does not infringe or violate the trademark, copyright, patent or intellectual property rights of any person or entity.

Purchase orders issued by the Williamsburg Pottery Factory shall be governed by the laws of the Commonwealth of Virginia and the Uniform Commercial Code.

10. Price and Payment: Payment will only be made for items that are specified on a valid purchase order and that meet the WPF's standards of quality. No modification or adjustment of the price stated in our purchase order may be made without the signed written approval of an authorized purchaser for the Williamsburg Pottery Factory. In the event of a pricing discrepancy, we will pay the lower of the invoice or purchase order amount. Unless otherwise specified the price stated in our purchase order includes all charges for packaging, boxing, crating, labeling, freight, and fuel.

11. Invoicing: The Williamsburg Pottery Factory's standard payment policy is Net 30. In order to ensure timely payment, invoices must comply with the guidelines listed below.

- a.) Invoices must be received within 5 days of the receipt of the shipment.** To ensure receipt of an invoice, contact our Accounts Payable Department at 757-564-3326.

Invoices can be sent directly to the **Accounts Payable Department, P.O. Box 123, Lightfoot, VA 23090-0123.** Suppliers may also submit electronic invoices to ap@williamsburgpottery.com.

- b.) Invoice each purchase order separately.** Each invoice can represent only one purchase order. Suppliers must reference the purchase order number on the invoice. Invoices submitted without a valid purchase order number will be returned without processing.

- c.) Each invoice number must be unique; do not duplicate numbers. All invoices must state the **payment terms** specified on the purchase order as well as any applicable **discounts**.
- d.) All payments will be made in accordance with the purchase order terms and conditions. The Williamsburg Pottery Factory will pay the lower of either the invoice or the purchase order amount. If the invoice amount is greater than the purchase order, the Pottery will contact the supplier and request a credit memo to apply against the current invoice. Non-compliance fees will be deducted from the next payment.
- e.) Remittance advice will be provided on the check stub and it is expected that suppliers will apply the payments per the remittance advice. Suppliers who do not apply payments as advised and require WPF assistance to resolve payment issues caused by misapplication of payments may be charged a non-compliance fee to cover administrative expenses.
- f.) In computing cash discounts, the basis will be the date the merchandise is received or the invoice is received, whichever is later. Unless otherwise specified, our terms are net 90 on initial orders and net 60 on reorders.
- g.) In order to correctly apply credits issued to the WPF by suppliers, all credit documents must include the credit date, credit amount, and the invoice number that is being credited.



757-564-3326

The Williamsburg Pottery Factory (WPF) Compliance Guide has been provided to Supplier and Supplier understands and accepts the business conditions and requirements outlined in the Guide. It is understood that the business relationship between the Williamsburg Pottery Factory and Supplier are contingent upon the Supplier's full compliance with the terms and conditions detailed in the Guide. In the event of conflict, the provisions of the Guide will prevail. Failure of the Supplier to comply with the requirements in the Guide may result in the Supplier being assessed non-conformance fees and/or the cancellation of unfulfilled orders without liability on the part of the WPF.

I acknowledge the terms and conditions stated in the Williamsburg Pottery Factory's Supplier Compliance Guide and agree to act in accordance with the conditions and requirements set forth in the Guide.

Company Name: _____

Position/Title: _____

Print Name: _____

Signature: _____

Date: _____

Please fax the signed acknowledgement to the attention of our Accounts Payable department at 757-564-7514 or mail it to the following address:

The Williamsburg Pottery Factory, Inc.
P.O. Box 123
Lightfoot, VA 23090-0123

Attention: _____

The Williamsburg Pottery

PO Box 123
Lightfoot, VA 23090
Phone (757) 564-3326 Fax (757) 564-7514
purchasing@williamsburgpottery.com

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|--|

PO#

Date:

Company:

From: Purchasing Dept

Fax: 757-564-7514

Number of Pages:

Please follow the PO Guidelines listed below within 3 DAYS. Sign, date & email (purchasing@williamsburgpottery.com) or fax back to 757-564-7514. If not received within 3 days **ORDER WILL BE CANCELLED.**

*****Please read the following Purchase Order Guidelines:*****

1. Purchase order pricing is restrictive & cost changes **MUST** be approved **BEFORE** shipping. **ANY** changes **MUST** be written on the PO & emailed or faxed back.
2. **If cost changes are not SUBMITTED, Purchase Order pricing will be APPLIED.**
3. Confirmation of item availability **MUST** be noted on Purchase Order.
4. **BACKORDERS** are **NOT** allowed.
5. If shipment is **COLLECT**, fill out routing form and fax back when ready.

*****NOTE UPS SHIPPING IS ONLY FOR 100 LBS OR LESS*****

6. **CHARGE BACKS** will occur if order is incorrectly shipped.
7. **PO # MUST** be on the outside of each carton.
8. Estimated ship date **IS REQUIRED.**
9. **DELIVERIES MUST GO TO WAREHOUSE ADDRESS:**
1 Williamsburg Pottery Rd, Williamsburg, VA 23188
Contact: Steve Bryan 757-759-8260**Hours: Monday-Friday 8 AM – 4 PM

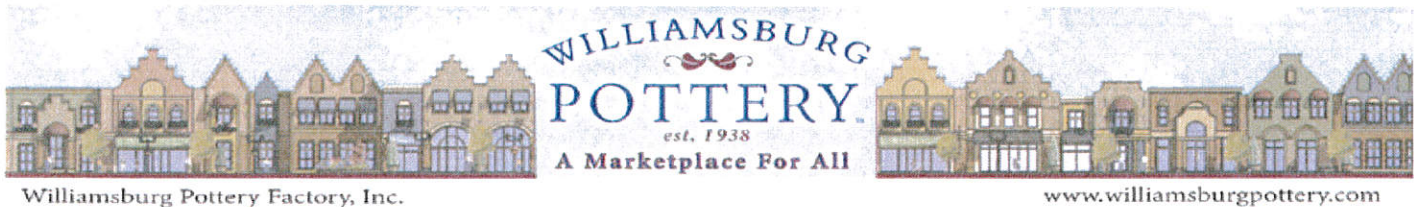
Thank you in advance for your cooperation,

| | |
|--|--|
| <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <p>Acknowledgment of Order(s)</p> | <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <p>Date</p> |
|--|--|

*Don't Forget to Sign, Date &
Fax Back this Confirmation*

COMMENTS:

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|--|
| |
| |



~ROUTING INFORMATION~

This Form **MUST** be **COMPLETED** and **RETURNED** to the Purchasing Dept. **PRIOR** to you shipping to us. Fax **757-564-7514** or Email to purchasing@williamsburgpottery.com

Company Name: _____

Contact Name: _____ Phone: _____

Pickup Street Address: _____

City, State and Zip Code: _____

Purchase Order#: _____

Company Warehouse Hours: _____

☐ Check here if the **total shipment is less than 100 lbs.** Shipments less than 100 lbs. should be sent UPS COLLECT. Our **UPS account number** is **231483**.

☐ Check here and provide the information requested below if the shipment is **over 100 lbs.** This information is required for all shipments, whether they are collect or prepaid. Be sure to print legibly and **include all information requested. Failure to comply will result in charge backs to your company.**

Weight: _____ Number of Pallets: _____ Freight Class: _____

**Shipping Method ☐ Collect ☐ Prepaid (If prepaid, please provide cost \$ _____)

**Estimated Ship Date: _____

Please Fax or Email this Completed Form to 757-564-7514 / purchasing@williamsburgpottery.com

ALL DELIVERIES MUST go to our Warehouse Address:

1 Williamsburg Pottery Rd., Williamsburg, VA 23188

Hours: Monday-Friday 8 AM – 4 PM Contact: Steve Bryan 757-564-3326 ext 401

Williamsburg Pottery Factory, Inc

NEW VENDOR REQUEST FORM

Select appropriate business category:

| | | | | |
|--------|--------|-----------|---------------------|-------------|
| C Corp | S Corp | LLCorp(*) | Sole Proprietorship | Partnership |
|--------|--------|-----------|---------------------|-------------|

| | |
|---|--|
| Vendor Name: | |
| Vendor Address: | |
| City, State, Zip: | |
| Phone Number: | |
| Fax Number: | |
| Contact Name: | |
| Contact Email: | |
| Website: | |
| Federal Id No. or Employee SSN: | |
| Number of Years in Business: | |
| Description of Business Activities: (If Sole Proprietor provide personal description of business) | |

REMIT TO ADDRESS: (If same as above address, just put the word "SAME" below)

| | |
|--------------------------|--|
| Address: | |
| City, State, Zip: | |
| Phone Number: | |
| Fax Number: | |
| Contact Name: | |
| Email Address: | |
| Payment Terms: | |
| Freight Terms: | |

****Completed all of documents in this packet:**

- 1) New Vendor Request Form
- 2) W-9 (Taxpayer Identification Number & Certification)
- 3) Supplier Compliance Guide Acknowledgement Form

*****No Check or Payment will be issued to any Vendor without a W-9 or Supplier Compliance Guide Acknowledgement Form on file.**

Accounting Use Only

| | | |
|----------------------------|--|-----------------------|
| Requestor Name: | | Entered By: |
| Profit Center Name: | | Vendor Number: |
| Department Name: | | Vendor Class: |
| Department Number: | | Default G/L: |
| Date: | | Date Entered: |

Approved By: _____
(Signature)

(Printed Name)

Revised: 1/11/2018