**This policy is in place to protect Kohl’s Private and Licensed (Exclusive) Brand trademarks (collectively “Kohl’s Brands”).**

* **Kohl’s does not permit the holding of product (Cancelled, Returned to Vendor (RTV), Overruns, Defective Products, etc.) longer than 9 months of style ex-factory date:** 
  + Reference Kohl’s Private & Licensed Brand Protection Policy-Sell Off and Redistribution Guidelines
  + Please contact Kohl’s Quality Assurance Department with any questions – [quality.assurance@kohls.com](mailto:quality.assurance@kohls.com)
* **Kohl’s does not permit any Vendor/Factory to possess Kohl’s Branded add-ons after a Vendor/Factory has been made Inactive or Not Authorized to produce for Kohl’s:**
  + Inventory count of Kohl’s branded add-ons must be conducted over the following items:

|  |  |
| --- | --- |
| **Development Packages** | **Labels, Tags (including price tickets, security tags)** |
| **Paper Patterns** | **Heat Seals** |
| **Prints (Screens, Artwork, Print-Outs, Images, Strike-Offs, etc.)** | **Branded and Selected IP Sensitive Trims** |
| **Artwork, Samples, Images** | **Unfinished Product** |
| **Embroidery, Embellishment** | **Code of Conduct Signs/Brand Posters** |
| **Boxes/Hangers** | **Buttons, Zippers** |

* + Before and after pictures of all inventory must be taken and sent to Kohl’s
  + The destruction item and report form must be completed in full and submitted to Kohl’s Factory Compliance team for all Private and Exclusive Licensed brands (collectively, “Kohl’s Brands”)
* **Kohl’s reserves the right to request additional information and/or deny any request at Kohl’s sole discretion**
* **EAS Hard tags:**
  + Attached to clothing must be destroyed
  + Not attached to clothing or excess tags must be shipped to TIC facilities for the recycling. Please contact Jenny Shen at TIC [jenny.shen@ticgroupusa.com](mailto:jenny.shen@ticgroupusa.com) for details.
* **The Executive Vice President of Risk and Compliance must approve any departure from this policy**

|  |  |
| --- | --- |
| Kohl’s Private & Licensed Brand Trademarks (“Kohl’s Brands”) | |
| **PRIVATE BRANDS** | **LICENSED (EXCLUSIVE) BRANDS** |
| APT. 9 | CHAPS (Home) |
| A:GLOW | CUDDL DUDS (Home) |
| AMERICANA | DANA BUCHMAN |
| CROFT & BARROW | DISNEY by JUMPING BEANS (Kids apparel) (Home) |
| DANA BUCHMAN | STAR WARS (Kids apparel, Home, Handbags) |
| EVRI | ELIZABETH AND JAMES (Apparel, Handbags, Accessories, Beauty) |
| HAPPITAT | FILA SPORT |
| HOME CLASSICS | FILA (Outlets) |
| JAMMIES FOR YOUR FAMILIES (JFYF) | FOOD NETWORK |
| JUMPING BEANS | JW JASON WU |
| Kohl’s Cares For Kids (KCK) | LAUREN CONRAD |
| SIMPLE BY DESIGN | LITTLE CO BY LC |
| SO | MARC ANTHONY |
| SONOMA GOODS FOR LIFE | NINE WEST (Apparel, Accessories, Handbags, Footwear) |
| ST. NICHOLAS SQUARE | SCOTT LIVING |
| TEK GEAR | SIMPLY VERA VERA WANG |
| THE BIG ONE |  |
| URBAN PIPELINE |  |
| VYLETTE |  |
|  | |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| * This form must be completed in full and submitted to Kohl’s Factory Compliance Team for all Private and Exclusive Licensed Brand (collectively, “Kohl’s Brands”) product to be destroyed. * If any changes are proposed to the information included in this document after submitting to Kohl’s, resubmission is required. * Complete, sign, scan and submit this form via email to [Factory.Compliance@kohls.com](mailto:Factory.Compliance@kohls.com) for acknowledgement and approval | | | | | | | | |
|  | | | | | | | | |
| **Date:** | | |  | | | | | |
| **Factory** | | | | | | | | |
| **Factory Name:** | | |  | | | | | |
| **Address:** | | |  | | | | | |
| **City, State/Province, Postal Code:** | | |  | | | | | |
| **Country:** | | |  | | | | | |
| **Factory Contact Name:** | | |  | | | | | |
| **Title:** | | |  | | | | | |
| **Telephone #:** | | |  | | | | | |
| **Email Address:** | | |  | | | | | |
| **3RD PARTY SALVAGE COMPANY - *Company responsible for the destruction of the items (if applicable)*** | | | | | | | | |
| **3rd Party Salvage Company Name:** | | |  | | | | | |
| **Address:** | | |  | | | | | |
| **City, State/Province, Postal Code:** | | |  | | | | | |
| **Country:** | | |  | | | | | |
| **Company Contact Name:** | | |  | | | | | |
| **Title:** | | |  | | | | | |
| **Telephone #:** | | |  | | | | | |
| **Fax #:** | | |  | | | | | |
| **Email Address:** | | |  | | | | | |
| **INVENTORY COUNT** | | | | | | | | |
| **Item** | **Deletion of Electronic File** | **Destroy by Cutting or Burning** | | **Take Photo Evidence of Destruction** | **Witness Destruction** | **Sell-Off After Request to Kohl’s & Receipt of Permission** | **Remove From Premise** | **Inventory Count** |
| Development Packages | Y | Y | | Y | Y | Not Permitted | Must be Destroyed |  |
| Paper Patterns | N/A | Y | | Y | Y | Not Permitted | Must be Destroyed |  |
| Prints (Screens, Artwork, Print-Outs, Images, Strike-Offs, etc.) | Y | Y | | Y | Y | Not Permitted | Must be Destroyed |  |
| Artwork, Samples, Images | Y | Y | | Y | Y | Not Permitted | Must be Destroyed |  |
| Embroidery, Embellishment | Y | Y | | Y | Y | Upon Permission | Y |  |
| Boxes/Hangers | N/A | Y | | Y | Y | Not Permitted | Must be Destroyed |  |
| Labels, Tags (Including Price Tickets) | N/A | Y | | Y | Y | Not Permitted | Must be Destroyed |  |
| Branded and Selected IP Sensitive Trims | N/A | Y | | Y | Y | Not Permitted | Must be Destroyed |  |
| Finished Overages | N/A | Y | | Y | Y | **Upon Permission** | Y |  |
| Finished Seconds | N/A | Y | | Y | Y | **Upon Permission** | Y |  |
| Unfinished Product | N/A | Y | | Y | Y | **Upon Permission** | Y |  |
| Code of Conduct Signs/Brand Posters | N/A | Y | | Y | Y | Not Permitted | Must be Destroyed |  |

|  |  |
| --- | --- |
| **ACKNOWLEDGEMENT:** | |
| * **Factory/Vendor/3rd Party Salvager has read the KOHL’S PRIVATE & LICENSED BRAND PROTECTION POLICY, as well as Kohl’s general Terms and Conditions, Kohl's Vendor Partnership Requirements and the Terms of Engagement for Kohl's Business Partners, as available at** [**www.connection.kohls.com**](https://www.connection.kohls.com) **and as may be amended from time to time (collectively, the “Requirements”).** * **Factory/Vendor/3rd Party Salvager hereby represents and warrants to Kohl’s that:**   **(1) the destruction and/or sale and/or redistribution of Kohl’s Private Brand product described above and in the Kohl’s Private & Licensed Brand Protection Policy-Sell Off and Redistribution Guidelines will be performed in strict accordance with all of the Requirements. (2) all relevant parties, including third party salvagers, that may be utilized by Factory/Vendor/3rd Party Salvager, have been informed of the requirements contained herein.**   * **Factory/Vendor/3rd Party Salvager hereby acknowledges and agrees that all merchandise provided to Factory/Vendor/3rd Party Salvager is provided “as is” and without any warranties of any kind by Kohl’s.** * **Factory/Vendor/3rd Party Salvager further expressly agrees that Factory/Vendor/3rd Party Salvager will not use any of Kohl's Brands or any other phrase or statement using “Kohl’s” or a Kohl's Brand on any advertising, publicity, labeling, wrapping or packaging with respect to the merchandise listed herein, and further agrees that this statement/prohibition will appear on all invoices for any subsequent purchasers.** * **Factory/Vendor/3rd Party Salvager agrees to defend, indemnify and hold Kohl’s harmless from and against any claim, liability, loss, damage or expense, including attorneys' fees, which may result from a failure to follow the Requirements.** * **Factory/Vendor/3rd Party Salvager further acknowledges and agrees that a violation of any provision set forth herein will cause immediate and irreparable harm and that Kohl’s will be entitled to entry of (among other things) immediate preliminary and/or permanent injunctive relief.** | |
| **Acknowledged By:** | |
| **By:** |  |
| **Name:** |  |
| **Title:** |  |
| **Date:** |  |