



January 4, 2022

On behalf of everyone at Enesco, thank you for your valued business and your greatly appreciated partnership.

It is our pleasure to provide you a copy of Enesco's 2022 Retailer Guidelines. As part of Enesco's on-going commitment to quality and customer satisfaction, these guidelines consolidate information related to business practices and terms with Enesco in one quick reference document that is updated and provided annually as a courtesy.

Enesco encourages our customer partners to take full advantage of its Business-to-Business website – www.Enescobusiness.com - where orders may be placed and invoices reviewed or paid. Access to the site will require a password, easily secured on the site by following a few simple instructions. (*A password is not required to view product catalogs*).

Enesco's Customer Service Representatives and Accounts Receivable Representatives are always eager to assist and can be reached with any product or account related questions at 1-800-4-ENESCO (1-800-436-3726) Monday through Friday – or via email:

customerservice@enesco.com or accountsreceivable@enesco.com

Please allow up to 24 business hours for email responses.

We look forward to working together this year toward a lucrative 2022. We appreciate your partnership and never take it for granted.

Sincerely,

Debbie Heinrich
Manager of Credit & Collections

Cindy Summers
Team Lead Customer Service

Attachment



enesco|gift®

DEPARTMENT 56®

2022 Retailer Guidelines

To Our Valued Retail Partners:

Enesco appreciates the vital role that each customer partner plays in promoting its brands to consumers and collectors. The following Retailer Guidelines for 2022 are intended to summarize the standard process, tools and services available to assist each customer partner meet the needs of their own customers. Please review this information and file it for future reference throughout the year.

How to reach us

Retailer satisfaction is of utmost importance to Enesco. For service 24 hours a day, please use Enesco's B2B web site: www.enescobusiness.com The Customer Care Team can be reached at 1-800-4-ENESCO (1-800-436-3726). Representatives are available Monday through Friday from 7:30 a.m. to 6:00 p.m. Central Time.

Email Services

Email notifications are available for several transactions, events and milestones. Those include but are not necessarily limited to:

- Order placement
- Order shipment – complete with shipment tracking detail
- Packing slips
- Return authorizations
- Invoices

Please contact the Customer Service Team if you are *not* currently enjoying this service. It will take less than a minute to set up and they will be happy to assist! **Email addresses will not be shared with any non-affiliated company or agency.**

Ordering from Enesco

The opening order minimum for Enesco Gift and Department 56 is \$250 for *new* customers and \$150 for reorders. Opening orders of \$250 can be comprised of any selection of products across Enesco Gift and Department 56. Orders for in-stock items generally ship within three working days. If a desired item is not in stock at time of order placement, shipment should take place within two weeks of the Estimated Stock Availability (ESA) date shown on your order. (The cancel date is the last date Enesco will ship an order without first obtaining an extension from the customer).

Order revisions should be made at least 4 weeks prior to the requested ship date or the Estimated Stock Availability (ESA) date to ensure the changes can be made prior to warehouse processing. Although this may seem like a lengthy lead time, orders are often processed and staged by the warehouse early to help level seasonal peak volume. Enesco will, however, make every effort to revise orders – up to and including the requested ship date – if possible.

Shipping Terms – Continental U.S.

Across Enesco Gift and Department 56, our shipping rate is 11.5% of the gross amount for each order for UPS Commercial Ground shipments. If the weight of your order is 450 lbs. or greater, the LTL (less than truckload) shipment rate is 6.5% of the gross order amount, plus a \$50 service fee if the use of a tailgate is required. Additional charges may apply for inside deliveries, oversized packages and other special situations.

Deliveries to residential addresses via UPS Residential Ground will be charged 16.5% of the gross price.

Shipping Terms – Alaska and Hawaii

Freight rates are 18.5% of gross sale. Packages are shipped via UPS Commercial Ground.

Alaska and Hawaii customers with a shipment weighing greater than 450 lbs. – AND – consolidation ship-to addresses in the contiguous 48 states will be charged only 6.5% of the gross order amount for LTL (less than truckload) routing. A \$50 service fee will apply for all lift-gate and/or inside delivery services requested.

Applicable to all Customers

As always, customers may arrange their own transportation – terms of sale FOB Lebanon, IN – and no freight charges will apply. Please be prepared to provide Enesco the applicable carrier and billing account information to ensure freight charges are calculated and assessed correctly.

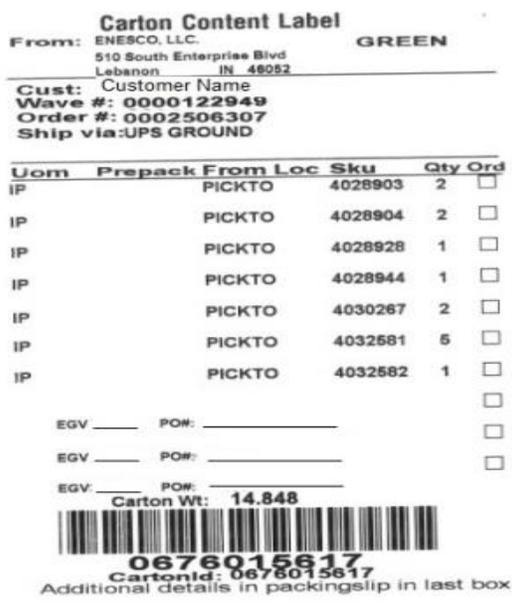
Packing list(s) for all orders in a shipment will be packed in the last carton of the shipment. A bright orange “Packing List Enclosed” sticker will be applied to that carton.

Reminder:

Retailers can print their own packing lists through the B2B site: www.enescobusiness.com. Please scroll down to the bottom of the screen to *Manage your E-Bill*. This will provide you the access to print your packing lists.

Did you know?

Every shipping carton will have a Carton Content label. This label will list every item and the quantity of each item that is packed in that carton. **Please see Carton Content Label example below:**



Returning Merchandise to Enesco

Damaged/Defective Items: Many of Enesco's products are hand-painted – each unit inevitably reflecting inherent uniqueness. Customers can expect that no two items will look exactly the same. Great effort is expended on packaging design intended to protect product during handling. Additionally, warehouse personnel receive on-going carton-packing training to minimize the risk of damage during shipment.

In the rare event damaged, defective or incorrect items are received, Enesco will extend a full credit. Enesco asks that any damage be reported within 30 days of receipt.

Enesco does require pre-authorization of returns. To ensure proper credit, please be sure to include the Return Merchandise Authorization (RMA) number – provided by Customer Service – in the same carton with the returned item/s. **Returns must be received within 30 calendar days or the return authorization will be canceled.**

Returns for reasons other than defect or damage – including refusals and/or cancellations while in transit – will be assessed a 25% restocking fee.

Payment Terms

Payments terms are net 30 days unless the account is set up for credit card payment or payment in advance of shipment.

Payment should be sent to:

Enesco, LLC
Box # 26257
26257 Network Place
Chicago, IL 60673-1262

Holiday terms on seasonal goods will be offered to customers in good credit standing based on payment history. For customers that qualify, holiday terms for all Halloween, Harvest and Christmas merchandise shipped on or after May 1 are net Nov. 15, 2022. Qualifying merchandise that ships between January 1 and April 30 will be offered 89 day terms. Retailers submitting payments for seasonal goods prior to September 1, 2022, may take a 2% Early Pay Discount off invoice if paying by Check or EFT.

Credit Card Payments can be arranged with MasterCard, Visa, American Express and Discover Card. The credit card on file will be charged at the time of shipment. The credit card expiration date can be updated by contacting Enesco Accounts Receivable 1-800-4-ENESCO, Option 3 or by sending an email to accountsreceivable@enesco.com. Accounts Receivable must be contacted to change the credit card associated with the account.

Past Due Accounts:

- Accounts 31 or more days past due will be placed on A/R hold.
- Orders on A/R hold will *not* ship and Enesco cannot guarantee that product ordered will be available once the account is brought current.
- Charges of 1.5% (18% annually) – but no greater than the maximum allowed by law – will be assessed on the last day of each month on invoices that are 31 days past due.
- Finance charges will be reflected on statements which can be sent via email or reviewed on the B2B site.
- A \$25.00 charge will be incurred for checks returned due to insufficient funds.
- If an account is placed for collection, the customer is responsible for all attorney fees, court costs and collection fees. All open orders will be canceled.
- Orders on A/R hold for 91 or more days will be reviewed and are subject to cancellation. Enesco will not accept new orders until the account is current and cannot guarantee that product previously ordered will be available at a later date.

Credit Limits: Enesco will work with retailers to ensure a proper credit line is established for a successful business. Please call 1-800-4-ENESCO, Option 3 to speak with an Accounts Receivable Representative who will be happy to assist or send an email to creditdept@enesco.com.

As always, Enesco values your business and continued partnership.

Authorized Dealership Policy for Enesco, LLC Card and Gift and E-Commerce Retailers

Effective January 1, 2022

This policy will apply to Brick & Mortar and Internet Customers with registered domains (functioning website with shopping cart or 3rd party marketplaces)

This policy applies to the following lines of products owned or licensed, produced and distributed by Enesco, LLC and its divisions or affiliates ("Enesco") through the Card and Gift or E-Commerce sales channels:

- Jim Shore Enesco products
- Department 56 Villages® - Gold and Platinum Series
- Allen Design Clocks

The brands listed above will be referred to in this Policy as the "Covered Brands." In order to purchase any Covered Brand line, retailers must be approved as an Authorized Covered Brand Dealer by meeting with your authorized Enesco sales representative. Your representative will assist with your account setup and be your point of contact for ordering the Covered Brands. Enesco has unilaterally established this Dealership Policy such that all of the Covered Brands must be advertised at or above Enesco's keystone price for such products. All advertised sales transactions are subject to this Policy, including but not limited to in-store, telephone, fax, e-mail and internet transactions. This Policy is not an agreement between the retailer and Enesco to establish or maintain any particular price on the Covered Brands. Enesco does not seek and will not accept dealer agreement to this Policy. Each dealer is free to establish prices at whatever levels it chooses. In accordance with applicable legal rules, we advise Authorized Covered Brand Dealers that pursuant to this Policy, Enesco will not offer any preferential terms/allowances to, and may refuse to deal with dealers that advertise and market any Covered Brand line at final retail prices below the keystone pricing (or twice the wholesale price)

The exceptions to this Policy are:

- Seasonal, ordinary course time-bounded sales events which are standard in the industry.
- Products designated by Enesco as discontinued or retired – all such products must be clearly marked as discontinued or retired and any advertisements or point of sale signage must identify the products as discontinued or retired.

Retailers selling the Covered Brands online, either directly or through a third party (such as Amazon.com, etc.), must either sell the Covered Brands under their own name, as set up in Enesco's vendor system, or provide that selling name to Enesco so it can be added to their account information. In addition, retailers are not allowed to sell the Covered Brands through third party online selling services (Sears.com, Walmart.com, Target.com etc.) unless such third party has been approved by Enesco as an Authorized Covered Brand Dealer for the product being offered online through such third party. So, for example, if Enesco is not selling Department 56 Villages through Walmart (the brick and mortar store) or Walmart.com, then no retailer may sell such Covered Brand through Walmart.com.

Where retailers decide to market any Covered Brand line in a manner that is inconsistent with our retail policy, Enesco may exercise our right to cancel any/all preferential terms/allowances with, or to not make further sales to, that account of such Covered Brand or, at Enesco's discretion, of all Covered Brands. When such decisions are made, they are not subject to any negotiation or modification.

Enesco has established this Policy because retailers have been aggressively discounting their selling prices for the Covered Brands, resulting in thin and eroding margins. We have established this Policy to build the reputation and brand equity of the Covered Brands in the US. Enesco also wishes to encourage competition with other major brands of gift products that compete with the Covered Brands and believes that this Policy will best allow it to promote such competition.

This Policy will replace all former or existing policies of Enesco related to the Covered Brands. Dealer questions as to this Policy should be addressed to Enesco by email at SalesAdministration@enesco.com. Enesco sales representatives are not authorized to engage in discussions with Dealers on any aspect of this policy or any decision made in connection with this policy, and Enesco will not respond to questions or comments from one retailer about the activities of another.

To inquire about becoming an Authorized Covered Brand Dealer, please contact your Enesco sales representative. To find your sales representative, please contact Enesco Customer Service at 1-800-4-ENESCO (1-800-436-3726).