



Domestic Vendors
Version 2.0

PRE-TICKETING

300 Phillipi Rd

Columbus, Ohio 43228-0512, U.S.A.

Fax: 614-278-6678 Email: ticketing@biglots.com

TO: _____

DATE: _____

PAGE 1 **OF** 21

Pre-ticketing gets the goods to the sales floor faster, saves store personnel valuable time, and helps to prevent costly ticketing errors.

Our vendors are responsible for creating and printing pre-price tickets, and this Handbook is being provided to help make the pre-ticketing process as easy and efficient as possible. Please review all information and follow the guidelines carefully to avoid delays and penalties. **Note that the charge back for incorrect tickets is 15 cents per retail unit, and that a print proof for each ticket must be submitted for testing.** In addition, vendors are now required to review, sign and return a TRADEMARK SUBLICENSE AGREEMENT-PRICE TICKETS form. These are just a few of the changes detailed on page two.

PLEASE READ THE HANDBOOK CAREFULLY, THEN SIGN THIS COVER SHEET AND RETURN IT VIA E-MAIL TO ticketing@biglots.com

Returning the signed cover sheet is your acknowledgment that you understand our pre-ticketing process. You and your printers will be required to adhere to the guidelines provided.

PLEASE NOTE THAT BARCODE INFORMATION SHEETS WILL NOT BE SENT UNTIL THIS SIGNED PAGE AND A SIGNED TRADEMARK SUBLICENSE AGREEMENT-PRICE TICKETS FORM (SEE PAGES 18-21) ARE RECEIVED.

I have read and understood all of the information included in Big Lots Pre-Ticketing Handbook for Vendors.

Vendor (Company) Name

Printed Name and Title of Person Responsible for Creating Price Tickets

Signature

Date

EFFECTIVE July 1, 2007

NEW IN THIS HANDBOOK

- √ Revised ticket information may be sent to the vendor at any point in the Pre-Ticketing Process as described on pages 8-9. This revised information will reflect changes—such as a new tax code, sku number, and/or retail price—that will change the 20-digit barcode. If this occurs, the vendor must send revised tickets to the Pre-Ticketing team for approval.
- √ The charge back for incorrect tickets is 15 cents (\$0.15 U.S.) per retail unit.
- √ Big Lots pre-price tickets have a new look (refer to page 15 to view).
- √ Pre-price tickets are to be printed directly on packaging (see page 12 for exceptions).
- √ Vendors creating price tickets for Big Lots are now required to sign and return a TRADEMARK SUBLICENSE AGREEMENT–PRICE TICKETS form (see pages 18-21). This form specifies limitations regarding use of the BIG LOTS brand on price tickets. **Please review this form and then sign and return page 21 for our files.** Barcode information sheets will not be sent until this signed form has been received. This form is specific to price tickets, and only one signed form is required for all tickets created.

THIS 05/07 UPDATED HANDBOOK
(total of 21 pages, including cover sheet)
REPLACES ALL OTHER VERSIONS OF THE
PRE-TICKETING HANDBOOK

Revised 05/07

Pre-Ticketing

Handbook 2.0

For Domestic Vendors

How to Create Price Tickets for Big Lots

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OTHER KEY POINTS

IMPORTANT: Big Lots price tickets use a CODE 128, SUBSET C Barcode. THIS IS NOT A UPC. Please follow the guidelines in this Handbook carefully to avoid price ticket approval delays!

√ Big Lots Pre-Ticketing Department will fax pre-ticketing information and instructions to vendors. All pre-ticketing approvals will be sent by the Pre-Ticketing Department in the Big Lots General Office in Columbus, Ohio, USA.

Pre-Ticketing information, instructions, or approvals from any other source are not valid.

√ This Handbook (along with the barcode information sheet(s) faxed to vendors for specific P.O.s) includes all of the information vendors need to create Big Lots pre-price tickets.

√ Vendors should read this Handbook carefully and keep it for future reference.

√ Vendors should make this Handbook available to those who assist them in creating pre-price tickets for Big Lots. Vendors are responsible for ensuring that the price tickets created are correct.

√ Vendors will be charged back 15 cents (\$0.15 U.S.) per retail unit for tickets that do not meet requirements.

√ Vendors must read, sign and return the Handbook cover page and the final page of the Trademark Sublicense Form-Price Tickets. No pre-price ticket information sheet(s) will be sent until these two, signed forms have been received.

√ Vendors that have a question after reading this Handbook thoroughly may contact the Big Lots Pre-Ticketing Department via e-mail: ticketing@biglots.com

BIG!LOTS

PRE-TICKETING

300 Phillipi Road

Columbus, Ohio 43228-0512, U.S.A.

e-mail: ticketing@biglots.com

Here are a few other important points to keep in mind (and to share with your printers) to avoid ticket approval delays:

√ Some of our vendors and/or their printers get confused about **the difference between the 20 digits used to create the barcode and the 16-digit human readables**. This difference is explained in detail on page 10 of this Handbook. Please read this page carefully and make sure that you and your printer understand this information completely before you attempt to create price tickets for approval.

Vendors who do not know of a reliable printer should contact Big Lots Pre-Ticketing Coordinators for a recommendation.

√ **Ticket samples must be submitted for approval on the Ticket Samples for Approval form. All information requested on this form must be provided for each item**, including the purchase order (P.O.) number(s) and Big Lots' mfg part number. A copy of the Ticket Samples for Approval form is included on page 16 of this Handbook. Please make copies of this form to use each time you send in samples.

For all price tickets printed directly on a polybag, vendors must send an actual printed sample (prior to mass printing) instead of a print proof. If a print proof is sent, it will not be accepted. This may cause ticket approval delays.

TICKET SAMPLES SENT IN ANY OTHER MANNER WILL NOT BE APPROVED.

√ **Ticket samples sent for approval will be kept by the Big Lots Pre-Ticketing Department for our files. If your printer requires that we sign and return approved samples for their records before they will proceed to printing, they must send two sets of samples -- one for our files and one to be signed and returned to them. They must also cover the cost of returning the samples to them (advise carrier—DHL, FedEx, etc.—and account number).**

NOTE: ANY DEVIATION FROM THE PRICE TICKET SPECIFICATIONS PROVIDED IN THIS HANDBOOK MUST BE APPROVED BY PRE-TICKETING COORDINATORS

1 Good Reason

TO READ AND UNDERSTAND
THESE GUIDELINES
BEFORE YOU CREATE
PRE-PRICE TICKETS FOR
BIG LOTS!

VENDORS WILL BE CHARGED BACK A MINIMUM OF 15 CENTS (\$.15 U.S.) PER RETAIL UNIT IF:

- √ **Merchandise is not pre-ticketed**
- √ **Ticket doesn't scan**
- √ **Ticket doesn't scan correctly**
- √ **Retail price printed on ticket is incorrect**
- √ **Human readable digits printed below barcode are incorrect**
- √ **Ticket is placed incorrectly**
(covered by product, wrong location on package, wrong ticket on package, etc.)
- √ **Ticket quality is poor**
(doesn't adhere to product, retail illegible, etc.)

Merchandise arriving at Big Lots DCs is checked for compliance with ticketing requirements and price tickets are test scanned.

PRE-TICKETING PROCESS

Step 1.

A barcode information sheet is faxed to the vendor by the Big Lots Pre-Ticketing Department. This sheet provides item-specific barcode information. Vendor uses this information, along with the detailed guidelines in this Handbook, to create price tickets.

TIMING: Within 5 business days of P.O. issue date.

Step 2.

Vendor creates tickets using the faxed barcode information sheet(s) and following the detailed guidelines in this Handbook. Vendor sends a completed TICKET SAMPLES FOR APPROVAL form, that includes a print proof (ticket sample) of each ticket created, to the Big Lots Pre-Ticketing Department for approval. A copy of the TICKET SAMPLES FOR APPROVAL form is included in the “Resources” section of this Handbook (page 16). Please duplicate this form as needed.

ALL information requested on the TICKET SAMPLES FOR APPROVAL form must be provided including the purchase order (P.O.) number(s) and the mfg part number. **TICKETS SENT IN ANY OTHER MANNER WILL NOT BE APPROVED. Ticket samples must be sent via mail (faxed or e-mailed forms will not be accepted).**

NOTE: Vendor should list all P.O.s that include the item at the top of the form in the indicated spaces (separate lines for each P.O., identified by DC, have been provided). All ticket samples on a given TICKET SAMPLES FOR APPROVAL form must be for items included on the listed P.O.s.

TIMING: Within 10 business days of ticketing information receipt date, vendors must submit all ticket samples on a Ticket Samples For Approval form.

Step 3.

Big Lots Pre-Ticketing Department reviews ticket samples sent on TICKET SAMPLES FOR APPROVAL forms. These samples are test scanned and reviewed carefully to ensure that ticket size and format are correct.

Please note that this step in the approval process is particularly critical. Store cash registers are programmed to scan the Code 128, Subset C Barcode. Ticket samples sent to the Big Lots Pre-Ticketing Department are test scanned on one of these registers to verify that they will scan in the stores.

Big Lots Pre-Ticketing Department faxes ticket approval (or revision instructions for unapproved tickets).

TIMING: Within 5 business days of ticket approval date.

If ticket sample scans and meets all requirements: Big Lots Pre-Ticketing Department faxes a PRE-PRICE TICKET APPROVAL SHEET (see copy of this form on page 17 of this Handbook). This sheet is the **ONLY WAY IN WHICH PRICE TICKETS ARE APPROVED BY BIG LOTS.**

HOW TO CREATE THE CODE 128, SUBSET C BARCODE

The 20 digits which comprise the Code 128, Subset C barcode are included on the Barcode Information Sheet faxed to vendors by Big Lots Pre-Ticketing Coordinators.

Ticket graphics on this page have been enlarged for easy reference.



This graphic shows where these 20 digits are found on the Barcode Information Sheet. Notice that these 20 digits are not visible on the final ticket, but appear as the barcode.

Code 128, Subset C barcodes may be created using the MacBarcoda computer software application.

VENDOR: Vendor Name 0000000 BUYER: Buyer's Name
 Address FAX: 000-000-0000 Request Date: 00/00/00
 PHONE: 000-000-0000
 City, State, Zip code SHIP TO: Big Lots Dist. Center #870
 SHIP DATE: 00/00/00 CANCEL DATE: 00/00/00 APPROVAL DATE: 00/00/00 DOMESTIC

P.O.#	PART #	DPT CL SUB	COMP RTL	TAX DEPT	SKU	DATE CODE	RETAIL	TICKET TYPE	20-DIGIT BAR CODE
152816	219	510 45 310		162	510000879	027	\$29.00	A1	16251000087990029009

WHERE TO FIND THE 16 DIGITS THAT ARE PRINTED BELOW THE CODE 128, SUBSET C BARCODE

DO NOT ATTEMPT TO USE THESE 16 DIGITS TO CREATE A BARCODE.

Notice that Big Lots Price Tickets also include 16 visible digits directly below the barcode. These are referred to as "human readable" digits and may be manually keyed in by store cashiers if a ticket does not scan. These digits are also derived from the Barcode Information Sheet and include the Tax Dept., SKU number, Date Code and Check Digit, as indicated on this graphic. **DO NOT ATTEMPT TO USE THESE 16 DIGITS TO CREATE A BARCODE**

PLEASE NOTE:

- The Check Digit is the eighth digit from the right in the 20-digit barcode.
- A space has been added between the sku and the check digit to reduce confusion when the sku number is entered in our merchandising applications.
- NOTE: If Date Code field is blank, no Date Code is required on the ticket.



VENDOR: Vendor Name 0000000 BUYER: Buyer's Name
 Address FAX: 000-000-0000 Request Date: 00/00/00
 PHONE: 000-000-0000
 City, State, Zip code SHIP TO: Big Lots Dist. Center #870
 SHIP DATE: 00/00/00 CANCEL DATE: 00/00/00 APPROVAL DATE: 00/00/00 DOMESTIC

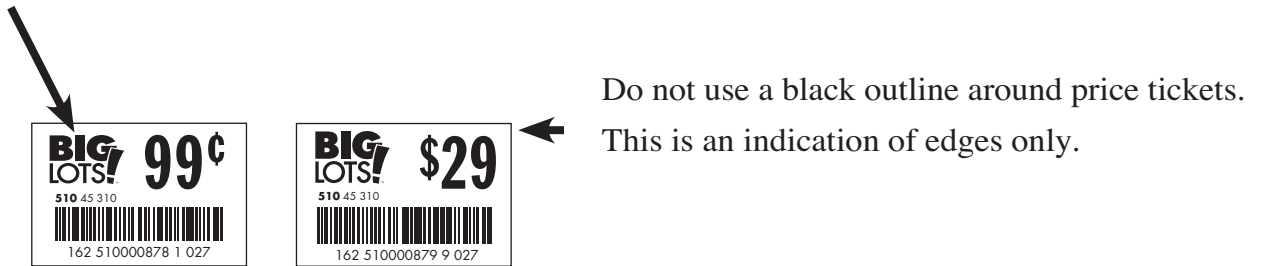
P.O.#	PART #	DPT CL SUB	COMP RTL	TAX DEPT	SKU	DATE CODE	RETAIL	TICKET TYPE	20-DIGIT BAR CODE
152816	219	510 45 310		(162)	(510000879)	(027)	\$29.00	A1	16251000087990029009

WHAT TICKETS SHOULD LOOK LIKE -- GRAPHIC CONSIDERATIONS

The Code 128, Subset C barcode and human readable digits printed directly below the barcode are part of the Big Lots price ticket. Department, Class, and Subclass codes are printed above the barcode. Other elements include the retail price and the Big Lots logo. This page provides vendors with the information needed to complete the price ticket.

PRICE TICKET FORMAT (Please Note: Five examples are provided to show a variety of retail price options. These ticket samples are enlarged for easy viewing.)

The Big Lots logo should look like this.
Note that it is printed in BLACK.



All ticket elements are **BLACK**
Background is **WHITE**

TYPE FONTS USED

Logo will be provided to
new vendors via email



Franklin Gothic Extra Condensed

Futura Book

E-mail ticketing@biglots.com if you need the Big Lots logo

PRINTING AND PLACEMENT OF PRICE TICKETS

TICKET QUALITY REQUIREMENTS

√ The following paper quality requirements apply only to separate pre-price tickets, not those printed directly on packaging: **Glossy White, Coat Cast Label, Stock Weight: 54# paper**

Ticket adhesive must be of a quality which ensures ticket will adhere securely to item or package.

√ If ticket is printed directly on a polybag, we recommend that the white background be “double bumped” (white printed on top of white) to increase contrast and improve likelihood that the barcode will scan.

√ Pre-printed ticket should NEVER be covered with an adhesive barcode.

√ Do Not Modify the Big Lots logo in any way.

Vendors who do not know of a reliable printer should contact Big Lots Pre-Ticketing Coordinators for a recommendation.

PLACEMENT OF PRICE TICKETS

Price tickets may be printed directly on packaging or may be printed separately and then adhered to packaging.

These options apply to most merchandise, but there is an exception. **PRICE TICKETS MAY NOT BE PRINTED DIRECTLY ON PACKAGING FOR GIFT BOX ITEMS. TICKETS FOR GIFT BOX ITEMS MUST BE PRINTED SEPARATELY AND ADHERED TO PACKAGING.** NOTE: Check with buyer to confirm if item is classified as a GIFT BOX ITEM.

This section explains where Big Lots price tickets must be placed.

General Guidelines

√ Price ticket should be placed in the upper right-hand corner on the front of the package.

One exception to this policy is hang tags. Price Tickets are placed on the back of hang tags.

√ Price ticket should never cover a hang hole.

√ Merchandise should not cover the price ticket in any way.

√ If price ticket is placed on a cylindrical object (wrapping paper rolls, taper candles, broom and tool handles, etc.), barcode must not be positioned on curved area of object as this will affect price scanning. Pre-ticketing Coordinators may request a sample of item in packaging in order to recommend the best price ticket placement.

The following page shows where tickets should be placed on different package types (color box, backer card, header card, hang tag, polybag and cylindrical packages).

ANY EXCEPTIONS TO THESE GUIDELINES MUST BE APPROVED BY THE PRE-TICKETING COORDINATORS. FAILURE TO FOLLOW THESE GUIDELINES MAY RESULT IN A MINIMUM 15 CENT (\$0.15 U.S.) CHARGE BACK PER RETAIL UNIT.

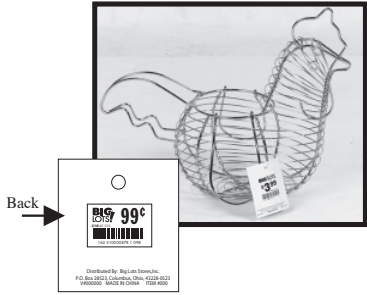
PLACEMENT OF PRICE TICKETS

Photos on this page show recommended price ticket placement for several common package types. Vendors should use the ticket size indicated on the Barcode Information Sheet faxed by the Pre-Ticketing Department. If this type of ticket does not seem appropriate for the item, contact the Pre-Ticketing Department.

Box



Hang Tag



Cylindrical Package

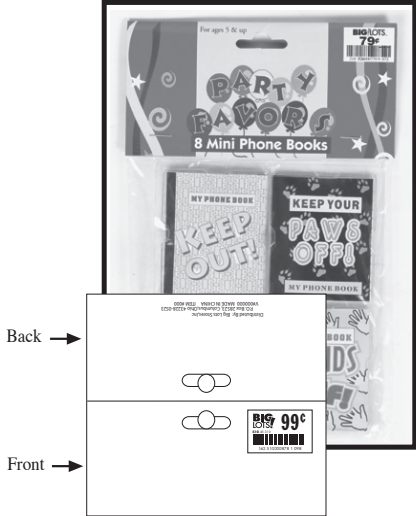
The E1 price ticket should be used on cylindrical packages (see page 15).



Blister Card



Header Card



Polybag



The E1 price ticket should be used on items packaged in a polybag (ticket printed directly on plastic). To view this ticket type, refer to page 15.

Resources

REVISED 04/07

This section includes:

Examples of Pre-Ticketing Options

Domestic Ticket Types

Forms

Ticket Samples for Approval

Pre-Price Ticket Approval Sheet

Trademark Sublicense Agreement–Price Tickets

Domestic Ticket Types

Tickets on this page are for visual reference only and are not actual size. Actual size requirement is printed below each ticket type.



A1
1-1/8" (W) x 3/4" (H)



E1

The E1 ticket replaces the B1.

E1 tickets should also be used on taper candles, wrapping paper rolls, and items in polybag (ticket printed directly on plastic). This ticket may include our distribution clause, as shown here.

Preferred size is 1-1/4" (W) x 1-1/4" (H)
Size may need to be enlarged depending on substrate the ticket is being printed on.



Wrap around 2-in-1 (2A2)
4-1/8" (W) x 7/8" (H)



3-in-1 (3A1)
2-3/8" (W) x 1-1/4" (H)



Wrap around 3-in-1 (3A2)
4-1/8" (W) x 7/8" (H)

I.S. TICKET TYPE

- Applied by Vendor.

NOTE: I.S. tickets are printed on sheets, not on a roll.

Here are the specifics: 117 tickets per sheet, 1050 sheets per box, printer prints 372 pages per minute

If tickets must be provided on a roll, contact ticketing@biglots.com for outside printer recommendations.



I.S. GUM TICKET
IS

IMPORTANT! I.S. TICKETS MAY BE USED ON DOMESTIC GOODS ONLY.



SEND TICKETS TO:
 The Preticketing Department
 300 Phillipi Rd.,
 Columbus, Ohio 43228-0512, U.S.A.

Sample tickets should be affixed directly to this form. P.O. number(s) must be included in the space(s) provided at the top of the form. Part numbers must be included below each sample as shown here.



**ATTACH TICKET
 SAMPLES FOR ITEMS
 ON LISTED P.O.S
 ONLY.**

Part# 219

TICKET SAMPLES FOR APPROVAL
 (NOTE: Tickets Samples must be affixed to this form.)

VENDOR NAME _____ **FAX NUMBER** _____

P.O.#: _____
 DC #890 DC #879 DC #874 DC #873 DC #870 DC #872 DC #893

PLACE
TICKET
HERE

PLACE
TICKET
HERE

PLACE
TICKET
HERE

PLACE
TICKET
HERE

PART# _____ PART# _____ PART# _____ PART# _____

PLACE
TICKET
HERE

PLACE
TICKET
HERE

PLACE
TICKET
HERE

PLACE
TICKET
HERE

PART# _____ PART# _____ PART# _____ PART# _____

PLACE
TICKET
HERE

PLACE
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HERE

PLACE
TICKET
HERE

PLACE
TICKET
HERE

PART# _____ PART# _____ PART# _____ PART# _____

Pre Ticketing Department



DATE: January 1, 2007

TO: Vendor Name

FROM:

123456, COL-
123457, PA-
123458, CAL-
Furn-,
123459, Mont-
123460, Dur

PRE-PRICE TICKET APPROVAL SHEET

PLEASE NOTE:The purchase order numbers, as shown on this form, do not include a hyphen followed by a 2 two-digit, one-letter suffix (for example, 349563-10M). Although this information is printed on some hard copy PO's it is **NOT REQUIRED FOR TICKET APPROVAL** and will not be included on this form.



PO No.	<input type="checkbox"/> Item <input type="checkbox"/> SKU	Approved	Comments
0	123456-COL,	1111	OK
	123457-PA,	1112	OK
	123458-CAL,	1113	OK
	Furn- 123459-MONT, 123460-DUR	1114	Not OK
			An explanation of why specific tickets were not approved might be printed in this space.

TRADEMARK SUBLICENSE AGREEMENT FOR PRICE TICKETS

This Trademark Sublicense Agreement for Price Tickets (“Agreement”) contains a sublicense from Big Lots Stores, Inc., an Ohio corporation having its principal place of business at 300 Phillipi Road, Columbus, Ohio 43228 (“Big Lots”), for use of trademarks specified herein (“Trademarks”) and will only become effective upon your assent to all terms herein, as evidenced by your execution of this Agreement. If you do not accept all terms of this Agreement, you shall not be permitted to use the Trademarks for any purpose or have any other right in the Trademarks or goods bearing the Trademarks. You, the company or organization set forth below, are referred to as the “Sublicensee” in this Agreement.

1. SUBLICENSE.

(a) Sublicense Grant. Upon the acceptance of this Agreement by Sublicensee, Big Lots grants to Sublicensee, and Sublicensee accepts, a revocable, nonexclusive, nontransferable, personal right to use, under the express terms of this Agreement, only the following Trademarks and only for the purposes of affixing a Big Lots-specified price ticket to goods ordered by Big Lots with a valid purchase order placed by Big Lots, which price ticket includes one or more the following Trademarks:

Trademarks	
U.S. TM Reg. No. 2,087,643	
Typed Form:	BIG LOTS
U.S. TM Serial No. 76-305489	
Typed Form:	BIG LOTS!
Design:	
U.S. TM Reg. No. 2,828,987	
Typed Form:	BIG ! LOTS
Design:	

(b) Additional Sublicensee Restrictions. Nothing in this Agreement shall give Sublicensee any right, title or interest in the Trademarks, including trade dress, copyrights, package design or any other property right, (or any other trademark or right of Big Lots or its affiliated companies), other than the sublicense rights expressly granted in Subsection 1(a) above. Sublicensee shall not assign, transfer or sublicense this Agreement or any right granted herein without the prior written consent of Big Lots. Sublicensee agrees not to use the Trademarks in any way that would disparage or injure Big Lots' reputation for high quality. ADDITIONALLY, LICENSEE AGREES THAT GOODS MANUFACTURED AND/OR LABELED BY SUBLICONSEE SHALL NOT BE DEEMED AUTHORIZED OR GENUINE GOODS UNTIL: (1) BIG LOTS HAS EXPRESSLY DECLARED SUCH GOODS TO BE GENUINE IN WRITING, OR (2)(i) BIG LOTS HAS RECEIVED SUCH GOODS AT ITS DISTRIBUTION CENTER, (ii) HAS INSPECTED THE GOODS TO CERTIFY THEIR QUALITY, AND (iii) THE GOODS ARE NOT MATERIALLY DIFFERENT IN ANY MANNER FROM GOODS EXPRESSLY AUTHORIZED BY BIG LOTS PREVIOUSLY.

2. ADDITIONAL USE RESTRICTIONS & GUIDELINES.

(a) The Trademarks may be used only to create and affix price labels that identify Big Lots as the source of Big Lots goods, as specifically provided in Subsection 1(a) above.

(b) Sublicensee may use the Trademarks consistent with the sublicense so long as such use complies with this Agreement, including:

- (i) Sublicensee shall only use the Trademarks on goods sold or provided directly to Big Lots and not in any other manner;
- (ii) The Trademarks must appear exactly as provided by Big Lots' direction and not in any other manner;
- (iii) The Trademarks shall not be altered in any way, including but not limited to, skewing, changing the color, rotating, separating logo elements or changing a typeface;
- (iv) Sublicensee may reproduce the Trademarks only as expressly permitted by this Agreement;
- (v) Sublicensee may not display the Trademarks in any manner that implies affiliation with, sponsorship, or endorsement by any person, company or organization other than Big Lots;
- (vi) Sublicensee may not display the Trademarks in any manner that disparages Big Lots or its goods and services, infringes Big Lots' intellectual property, or violates any state, federal, or international laws; and
- (vii) Sublicensee shall adhere to all quality control standards imposed by Big Lots.

(c) Protecting the Trademarks. Sublicensee acknowledges Big Lots' rights in and/or ownership of (and/or its affiliated companies' rights in and/or ownership of) the Trademarks. Sublicensee shall not use the Trademarks in a manner that does derogates from Big Lots' and its affiliated companies' rights in the Trademarks and will take no action that will interfere with or diminish Big Lots' and its affiliated companies' rights in the Trademarks. All uses of the Trademarks by Sublicensee will inure to the benefit of Big Lots and its affiliated companies. Sublicensee will not use the Trademarks in any way as an endorsement or sponsorship by Big Lots of a third party or Sublicensee product, website, service, information or other content.

3. QUALITY STANDARD; INSPECTION AND APPROVAL.

(a) Standard. Sublicensee agrees to maintain the quality of Sublicensee's use of the Trademarks that meets or exceeds industry standards.

(b) Inspection. Upon reasonable request from Big Lots, Sublicensee shall notify Big Lots of all of Sublicensee's use of the Trademarks and furnish Big Lots with suitable specimens of Sublicensee's use of the Trademarks. Big Lots may review Sublicensee's use of the Trademarks periodically to evaluate Sublicensee's compliance with the quality standards provided by Big Lots and as described in this Agreement. Sublicensee shall immediately remedy any deficiencies in its use of the Trademarks, upon discovery of the same or upon notice from Big Lots and destroy all goods and packaging bearing the Trademarks in contradiction to this Agreement.

(c) Sublicensee's Liability. Sublicensee shall fully indemnify, defend (at Big Lots' option) and hold harmless Big Lots from and against any claims relating to Sublicensee's (or any acting on behalf of or at the request of Sublicensee) use of the Trademarks that does not comply with this Agreement or any state, federal or international law or regulation.

4. **LIMITATION OF LIABILITY.** BIG LOTS MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE TRADEMARKS OR THE RELATED GOODS. IN NO EVENT SHALL BIG LOTS OR ITS AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS) ARISING FROM OR RELATED TO SUBLICENSEE'S USE OF THE TRADEMARKS, EVEN IF BIG LOTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ALL CASES, BIG LOTS' AND ITS AFFILIATES' AGGREGATE LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED US\$1,000.00.

5. **TERM AND TERMINATION.** The date of acceptance of this Agreement by Sublicensee shall be the Effective Date of this Agreement. The term of this Agreement shall be for a period of one (1) month from the Effective Date and will automatically renew for successive one (1) month terms until either party gives the other party thirty (30) days prior written notice of termination. Big Lots shall have the right to immediately terminate this Agreement with cause if it determines, in its sole discretion, that Sublicensee is not using the Trademarks in compliance with this Agreement. Any violation of this Agreement by Sublicensee or other misuse of the Trademarks or Big Lots' (or its affiliated companies') other intellectual property rights shall automatically and immediately terminate this Agreement, with or without notice from Big Lots. From and after termination or expiration of this Agreement, Sublicensee shall cease and desist from all use of the Trademarks and shall immediately destroy all goods and packaging bearing the Trademarks. UNDER NO CIRCUMSTANCES, INCLUDING FOLLOWING ANY ACTUAL OR ALLEGED BREACH OF ANY CONTRACT BY BIG LOTS, SHALL SUBLICENSEE SELL OR OTHERWISE TRANSFER TO ANY PERSON OR ENTITY OTHER THAN BIG LOTS (OR AN AFFILIATE OF BIG LOTS) ANY GOOD OR PACKAGING BEARING ONE OR MORE OF THE TRADEMARKS OR ANY OTHER INTELLECTUAL PROPERTY OF BIG LOTS' OR ITS AFFILIATES WITHOUT BIG LOTS' EXPRESS PRIOR WRITTEN CONSENT, WHICH CONSENT MAY BE WITHHELD IN BIG LOTS' SOLE DISCRETION.

6. **NOTICES.** All notices under this Agreement shall be in writing and shall be deemed given if sent by:

(a) confirmed facsimile to Sublicensee at the facsimile number set forth below,

(b) overnight courier, with confirmation of receipt, to Big Lots Stores, Inc., at 300 Phillipi Road, Columbus, Ohio, USA 43228, Attention: Package Design Department, with a copy to Big Lots' General Counsel at the same address.

7. **MISCELLANEOUS.** The parties agree that, in lieu of any royalty for use of the Trademarks, Sublicensee will factor the value of its use of the Trademarks in connection with this Agreement into the purchase price of the related goods being charged to Big Lots. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by a written agreement subsequent to the Effective Date and signed by an authorized representative of Sublicensee and an officer of Big Lots. This Agreement shall not modify any purchase order placed by Big Lots or its affiliates to Sublicensee, but the terms of this Agreement shall prevail in the event, and only to the extent, that they conflict with the express terms of a Big Lots purchase order. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, USA. Sublicensee hereby consents to the exclusive jurisdiction and venue in the state and federal courts sitting in Franklin County, Ohio, USA, and waives all objections to lack of personal jurisdiction and an inconvenient forum. If either party employs attorneys to enforce any rights arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and other expenses. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement shall not be construed as creating a partnership, joint venture or agency relationship or as granting a franchise. This Agreement is made in Columbus, Ohio, USA, as of the date written below by an authorized representative of the Sublicensee authorized to execute contracts of this nature on behalf of his/her company.

AGREED AND ACCEPTED:

By: _____

Effective Date: _____

Title: _____

Address: _____

Company: _____

Facsimile: _____