

# Table of Contents:

# Page #

SUPPLIER GUIDE			
1	INTRODUCTION AND OVERVIEW	6	
1.1	MISSION STATEMENT AND GOALS	7	
1.2	WORKING WITH THE HOME HARDWARE STORES LIMITED SUPPLIER GUIDE	7	
1.3	BUSINESS ETHICS POLICY	8	
1.4	HOME SUPPLIER CODE OF BUSINESS CONDUCT	9	
2	SUPPLIER INTRODUCTION TO HOME HARDWARE STORES LIMITED	10	
2.1	FINANCIAL INFORMATION - CREDIT REPORTS	10	
2.2	SUPPLIER PROFILE	10	
2.3	VENDOR AGREEMENT	10	
3	PRESENTING YOUR PROGRAM TO HOME HARDWARE STORES LIMITED	13	
3.1	APPOINTMENTS WITH MERCHANDISE MANAGERS	13	
3.2	ITEM ASSORTMENT	13	
3.3	ITEM QUALITY	13	
3.4	MARKETING STRATEGY	14	
3.5	QUOTING COSTS	14	
3.5.1	RETAIL PRICE ANALYSIS	14	
3.6	PRICE GUARANTEES AND NOTICE OF PRICE CHANGES	14	
4	BUSINESS AGREEMENT INFORMATION	15	
THE FOI	LOWING ARE MANDATORY AGREEMENTS	15	
4.1	CERTIFICATE OF INSURANCE (ALL SUPPLIERS)	15	
4.2	SUPPLIER (VENDOR) AGREEMENT (HARDLINES SUPPLIERS)	15	
4.3	FLYER ADVERTISING AGREEMENT (LBM SUPPLIERS)	15	
4.4	PURCHASING AGREEMENT (LBM SUPPLIERS)	15	
4.5	SUPPLIER (VENDOR) AGREEMENT (LBM SUPPLIERS)	16	
THE FOI	LOWING ARE ADDITIONAL AGREEMENTS	16	
4.6	AEROPLAN PROMOTIONAL PARTNERSHIP (ALL SUPPLIERS)	16	
4.7	BUSINESS DEVELOPMENT AGREEMENT (ALL SUPPLIERS)	16	
4.8	CENTRAL BILLING AGREEMENT (ALL SUPPLIERS)	16	
4.9	DEFECTIVE ITEM AGREEMENT (ALL SUPPLIERS)	16	
4.10	NEW DEALER DEVELOPMENT AGREEMENT (ALL SUPPLIERS)	16	
4.11	NEW ITEM INTRODUCTION (ALL SUPPLIERS)	17	
4.12	PARTNERSHIP AGREEMENT - ADVERTISING (HARDLINES SUPPLIERS)	17	
4.13	REBATE AGREEMENT (HARDLINES SUPPLIERS)	17	

1

5	MARKETING AND MERCHANDISING PROGRAMS	
5.1	Spring & Fall Markets	
5.2	SALES AND MARKETING PROGRAMS	
5.2.1	CONTRACTOR COMMUNICATIONS - SUPPLIER PARTNERSHIPS	
5.2.2	Home Installs Program	20
5.2.3	PACKAGE SALES - BEAVER HOMES AND COTTAGES	21
5.2.4	COMMERCIAL MAINTENANCE CATALOGUE	22
5.3	ECOMMERCE	
5.4	WEBSITE	
5.5	FLYERS & CATALOGUES	
5.6	HomeFurniture.ca	
5.7	EMAIL MARKETING PROGRAM	
5.8	Content & Media	
5.8.1	Television & Video	25
5.8.2	Social Media & Digital	
5.8.3	On Hold Marketing	
6	ALLIANCE INTERNATIONAL LLC	27
7	GENERAL BUSINESS REQUIREMENTS	
7.1	NON-COMPLIANCE GENERIC EMAIL ADDRESS	
7.2	Ітемs	
7.2.1	ITEM PROFILE AND IDENTIFICATIONS	
7.2.1.1	BILINGUAL REQUIREMENTS	
7.2.1.2	GTIN AND BARCODE REQUIREMENTS	
7.2.1.3	PACKAGE MEASUREMENT & WEIGHT RULES	
7.2.2	ITEM IMAGES	
7.2.2.1	COLOUR IMAGE SPECIFICATIONS	
7.2.2.2	COLOUR IMAGE VIEWS	
7.2.2.3	LINE ART IMAGES - SCHEMATIC DRAWINGS	
7.2.2.4	MARKETING / ADVERTISING IMAGES	
7.3	DISCONTINUED ITEMS	
7.4	ENVIRONMENTAL - PRODUCT SAFETY - STEWARDSHIP INFORMATION	
7.5	ITEM / PACKAGING MODIFICATIONS	
7.6	ITEM PRICING	
7.7	ITEM TESTING	
7.8	PRIVATE LABEL PACKAGING	
7.9	SAMPLES	
7.10	SUBSTITUTIONS	
7.11	DANGEROUS GOODS - TDG - CCCR	



8	ELECTRONIC DATA INTERCHANGE (EDI) IMPLEMENTATION REQUIREM	ENTS35
8.1	PURCHASE ORDER MANAGEMENT	
8.2	PENDING VENDOR ACCEPTANCE (PVA) PROCESS GUIDE	
8.2.1	Order Lead Time	
8.3	ADVANCE SHIPPING NOTICE (ASN) (EDI 856)	
8.4	INVOICING (EDI 810)	
8.5	DEALER MEMBERSHIP CONFIRMATION	
9	SHIPPING AND MARKING STANDARDS	
9.1	PACKAGING STANDARDS	
9.1.1	EACH OR CONSUMER (END USER) TRADE ITEM PACKAGING	
9.1.2	BILINGUAL PACKAGING REQUIREMENTS	
9.1.3	GTIN AND BARCODE REQUIREMENTS	
9.1.4	PACKAGE MEASUREMENT & WEIGHT RULES	40
9.1.5	QUALITY AND SUSTAINABILITY OF PACKAGING	40
9.2	CARTON LABELS AND MARKINGS	40
9.2.1	CARTON MARKING INSTRUCTIONS - NON-NORTH AMERICAN SUPPLIERS ONLY	41
9.2.1.1	OCEAN CONTAINER LOADING	42
9.2.2	SERIALIZED SHIPPING CONTAINER CODE (SSCC-18) LABELLING	43
9.2.2.1	GS1 LOGISTICS (SSCC) LABEL EXAMPLES	44
9.3	PALLET REQUIREMENTS	
9.4	SHIPPING / ROUTING INSTRUCTIONS	
10	HHSL SUPPLIER COMPLIANCE POLICIES	48
10.1	CORE CARRIER 100% ACCURACY COMPLIANCE OBJECTIVES	
10.2	PURCHASE ORDER ACCEPTANCE	
10.3	ON-TIME SHIPMENTS COMPLIANCE OBJECTIVES	
10.4	ADVANCE SHIPPING NOTICE ACCURACY / INVOICE MATCHING	
10.5	GTIN AND BARCODE COMPLIANCE	49
10.5.1	GTIN AND BARCODE COMPLIANCE OBJECTIVES	49
10.5.2	COMPLIANCE MANAGEMENT	49
10.6	TABLE OF COMMON FINES	50
10.7	NON-COMPLIANCE DISPUTE PROCEDURE	50
11	SUPPLIER GUIDE GLOSSARY OF TERMS	51



## **SUPPORT DOCUMENTS**

The following Supplier Guide Support Documents are stand-alone documents supporting this guide.

- HHSL Barcode Guidelines
- HHSL Measurement and Weight Guidelines
- HHSL Supplier Guide Glossary of Terms

## **DOCUMENT VERSIONING HISTORY**

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V1.0	1 <sup>st</sup> Approved Version	Neil Schmidt	Terry Little	September 2, 2014
V1.1	Marketing Updates re HH Pro	Neil Schmidt	Jack Baillie	November 4, 2014
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V 1.5	Annual Review	Terry Little	Terry Little	May 16, 2019



### **SUPPLIER GUIDE**

### **1** Introduction and Overview

Home Hardware is Canada's largest Dealer-owned hardware, lumber, building materials, furniture and home improvement retailer with close to 1,100 stores across Canada. One of Waterloo region's largest employers, Home Hardware was founded in 1964 in St. Jacobs, Ontario and is 100% Canadian owned and operated. Through our network, Dealer-Owners have access to 55,000 quality, brand-name and private label products, a state-of-the-art distribution system and extensive marketing and training programs.

In 2018, Home Hardware Stores Limited (*HHSL*) was recognized as one of *Canada's Best Managed Companies* for the seventh consecutive year and was honoured as one of *Canada's Top Ten Most Reputable Brands*. Home Hardware received recognition for being one of *Canada's Most Trusted Brands* as well as being one of *Canada's Highest Regarded* Companies.



### 1.1 Mission Statement and Goals

#### Home Hardware

**Mission** – Home's mission is to provide a consistent retail brand experience differentiated by helpful advice, competitive prices and quality products delivered the way our customers want, backed by a culture that drives our Dealers' success.

Vision – To be Canada's most trusted and preferred home improvement retail brand.

Our Supplier relationships are critical to fulfilling our Mission and we appreciate that we have so many Home Suppliers who are as dedicated to the success of our Home Dealers as we are.

Home Hardware has become one of the most recognized and trusted retailers in Canada because shoppers know they can count on the stores to provide quality products as well as the information and service relating to those products. This is an unbeatable combination that ensures customer satisfaction and repeat business. Suppliers know that when their products are placed in Home Stores they will be supported by sales staff known for their friendly and knowledgeable product advice.

This promise is fulfilled daily at over 1,000 locations, supplied from four regional Dealer Support Centres located strategically across Canada. Home Hardware's four banners, Home Hardware, Home Hardware Building Center, Home Building Center and Home Furniture ensure our customers have the product they want, when they want it.

### **1.2** Working with the Home Hardware Stores Limited Supplier Guide

We are pleased to introduce the *Home Hardware Stores Limited Supplier Guide* to you. This Guide offers a single source of information to assist your company when providing products and services to Home Hardware. This Main Guide and all support documents are periodically updated, and we ask that you access the most recent versions by visiting the Supplier Guide link in our corporate website. The Guide can be accessed by using the URL <u>http://www.homehardware.ca/supplier-guide</u>, or by going to the bottom of the home page of HomeHardware.ca under the "About Us" heading and then clicking on the "Supplier Guide" link.

As a prospective Home Supplier, you have been given a copy/access to this Supplier Guide which provides details about the basic requirements of doing business with HHSL. This Guide has been prepared for new and existing, domestic and offshore HHSL Suppliers. Please review and share the information contained within each section of this document with the appropriate individuals in your organization. If you have questions regarding the information presented, please contact your HHSL Merchandise Manager.

All Home Suppliers should regularly access this Guide to ensure you have our latest information and are following compliance policies.



### **1.3** Business Ethics Policy

HHSL is committed to conducting business with the highest possible standards. We expect the same commitment from our Suppliers and for their compliance with our policies.

*Gifts and Entertainment* - HHSL expect our Staff to act and make decisions based on an impartial and objective assessment of the facts, free from the influence of gifts, entertainment and similar favours that might adversely affect judgment.

- Gifts of symbolic value and promotional items of little value identified with the Supplier's name may be accepted.
- Monetary gifts of any value can never be accepted.
- Meals that are offered and paid for by a Supplier or with the Suppliers' representative must be of reasonable duration/value and in conjunction with business.
- Traveling of any kind offered by a Supplier must be refused unless in the case of a visit to the manufacturing facility of a Supplier, in which case it must be approved by HHSL. In all cases, expense sharing between HHSL and the Supplier must be negotiated prior to the travel to avoid any conflict of interest or perceived preference of business as a result of this travel in any on-going or future business transactions.
- Any gifts or forms of entertainment accepted are required to be disclosed by the Staff Member to their Supervisor.
- All exceptions must be pre-approved by the functional Vice-President.

*Samples* - HHSL Staff Members in a position to purchase products on behalf of HHSL may accept product samples for the purpose of product testing and evaluation. Samples are not to be accepted as a gift and they become the property of HHSL.

*Solicitation* - HHSL Staff Members are not permitted to solicit Home Suppliers for personal reasons. If there is a valid reason to do so, such as requesting items for a company sponsored event or charity fundraiser, approval will be granted by HHSL.

*Compliance with Laws* - All Home Suppliers are expected to comply with all applicable laws and regulations in the conduct of their business with HHSL.

**Reporting Ethical Concerns to HHSL** - HHSL has a Business Ethics and Wrongdoing policy that applies to all Staff, contractors, or anyone working on behalf of HHSL. It is also a mechanism for all of Home's stakeholders (*Dealers, Suppliers and Business Partners etc.*) to raise concerns regarding business conduct. If you have a concern that should be brought to our attention, we ask that you report it to your Home Hardware contact. If that is not practical, then please contact the Human Resources Policy and Compliance Manager at 519-664-4701 or through our Ethical Concerns and Wrongdoing number at 1-866-462-5352.



### 1.4 Home Supplier Code of Business Conduct

*Ethical Standards* - HHSL, its affiliates, divisions, and subsidiaries strive to conduct business in a responsible manner. As we expand our business activities abroad and work with Suppliers globally to meet customer's needs, it is important to preserve our collective commitment to human rights in the workplace as well as a safe work environment.

HHSL expects that all Home Suppliers will abide by all applicable local laws, rules and regulations in the manufacture and distribution of merchandise or services provided to HHSL. All Home Suppliers are strongly encouraged to exceed HHSL's guidelines and promote continuous improvement throughout their operations.

All Home Suppliers must be able to demonstrate compliance with these requirements at the request of HHSL. HHSL reserves the right to audit any Supplier's operations involved in the manufacture, distribution of merchandise, or services provided to HHSL. HHSL expects that any changes to the Supplier's company/factory or manufacturing location will be communicated in writing to HHSL.

These guidelines provide an introduction to the minimum requirements that all Home Suppliers must meet in order to conduct business with HHSL. These requirements are part of all new and/or renewed commercial agreements with HHSL.



## 2 Supplier Introduction to Home Hardware Stores Limited

As a potential HHSL Supplier, you will have access to a network of dedicated Home Dealers across the country. Understanding the information in this Guide and building a relationship with your Merchandise Manager is key to "getting your foot in the door". Do your homework, come prepared and you may have the opportunity to become one of HHSL's select Suppliers.

Once "on-boarded" you are responsible for the accuracy and completeness of all information you provide to HHSL as well as compliance with the requirements set out in this Guide. This information helps us to determine the most effective way to order and flow your product through our system safely and efficiently. Failure to meet these requirements will delay processing of your payments and may result in fines levied against your company.

### 2.1 Financial Information - Credit Reports

Our Merchandise Managers will request a "Business Credit Report" through Equifax for all prospective Suppliers. Review of this information is an important aspect to the acceptance of you as a Supplier to HHSL.

If you require a "business credit report" for HHSL see the following statement from our Corporate Controller:

"Home Hardware Stores Limited is a privately-owned company and therefore does not share its financial statements with our Suppliers. For accurate business information and/or a current business credit report for HHSL, be advised we do report to Dun and Bradstreet Canada. They can be contacted via <u>http://www.dnb.ca</u>. We will supply a one-page credit update which lists some key contacts and references."

### 2.2 Supplier Profile

On being accepted as a Supplier to HHSL, you will be forwarded a Supplier Profile form to initiate the collection of your business information. Please fill out this profile in detail and return to your Merchandise Manager with all information requested in the profile. Submission of this form does in no way create a binding partnership with your organization and HHSL.

All new Suppliers are required to complete a Supplier Profile. Along with the presentation of your program to HHSL, a review of the information you include in your profile will take place to ensure all data is complete and current. It is your responsibility to keep HHSL informed of any changes taking place within your company.



### 2.3 Vendor Agreement

Term: This Agreement shall continue in effect for one (1) year following the Effective Date ("Initial Term") and, following the Initial Term, shall remain in effect unless until terminated upon not less than one hundred eighty (180) calendar days' prior written notice to the other Party or the occurrence of any of the following event:

(i) if the other party breaches any provision of this Agreement in any material respect and fails to cure such breach within sixty (60) days of written notice of such breach (unless the breach may not reasonably be cured within this time, in which case a reasonable time shall be given); or

(ii) If the other party become insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days).

Confidentiality: Supplier, by and through its representatives, covenants and agrees not to communicate during the continuance of this Agreement, or at any time subsequently, any information relating to the secrets, business methods, business secrets, including trade secrets, business information and the manner in which HHSL conducts its business to any person, corporation or entity. Supplier acknowledges and agrees that the Supplier has and will receive confidential information including, but not limited to, HHSL's business and confidential data which includes quotations, sales volume, pricing etc. and that money damages will not adequately compensate HHSL for any disclosure of any information in violation of this agreement. Any right of equitable enforcement granted to HHSL shall not be deemed to preclude HHSL from seeking actual money damages or any other remedy from Supplier and/or its agents in the event of a breach of such covenant. Confidential Information is not meant to include any information which at the time of disclosure, is generally known by the public.

Images: Supplier warrants that it is the intellectual property owner of any copyrightable material, image, content, artwork or photos or any trademarked property ("Material") submitted for publishing by HHSL, and it grants a non-exclusive license to HHSL to publish, reproduce or use such Material. It represents is has the legal right and authority to grant such license.

Insurance: During the term of this Agreement and for a period of three (3) years after the date of termination, Supplier shall take out and maintain in full force and effect Commercial General Liability insurance coverage (including products liability) with a limit of not less than \$2,000,000 per occurrence. Such insurance coverage shall show Home Hardware Stores Limited as an additional insured and provide for thirty days (30) advance notice of cancellation or material change which diminishes coverage. Supplier further agrees to have delivered to HHSL by the Supplier's insurer a current certificate of insurance (COI) showing the coverage required by this provision. COI's evidencing proof of coverage must be submitted to: Home Hardware Stores Limited, Merchandise Services – Content, 34 Henry Street, St. Jacobs, ON, NOB 2N0. A photocopy/fax of valid insurance certificate must be supplied yearly prior to the expiry of the current certificate. This clause shall survive termination or expiry of this Agreement. Production of the COI is a pre-condition required for business transactions.

Indemnity: Supplier agrees to indemnify and hold harmless HHSL against any and all claims and expenses of any nature in any way connected with the Agreement or the goods and/or services, including associated Material, labeling and packaging, and including, without limitation, compliance to laws and regulations, intellectual property, injury, death and property damages, but only to the proportionate extent of Vendor and Vendor's suppliers' liability. This clause shall survive termination or expiration of this Agreement. HHSL SHALL NOT BE LIABLE TO SUPPLIER FOR ANY INCIDENTAL,



### INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, OCCASIONED BY A BREACH OF ANY PROVISION OF THIS AGREEMENT EVEN IF APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.

Relationship of the Parties. Supplier's relationship to HHSL shall be that of an independent contractor under this Agreement. In no event shall HHSL be considered an employer of Supplier's Principals, employees, agents, or subcontractors. Supplier that it has sole responsibility to hire, terminate, supervise and dictate the daily work of its Principals, employees, agents, or subcontractors and is solely responsible for the payment of wages, salaries and benefits to its employees. In no event shall Supplier or any of its Principals, employees, agents, or subcontractors be considered under this Agreement to have employee status or any entitlement to participate in any plans, arrangements, or distributions by HHSL.

Choice of Law. The law of the Province of Ontario shall govern and control this Agreement, all performance, and any disputes arising out of or relating to this Agreement.

Force Majeure. No Party shall be deemed in breach of this Agreement if performance of its obligations or attempts to cure any breach or end an Event of Default are delayed or prevented by reason of any act of nature, fire, natural disaster, failure of electrical power systems, or any other act or condition beyond the reasonable control of the Party affected ("Event of Force Majeure"), provided that the Party so affected makes commercially reasonable efforts to avoid or eliminate the causes of its nonperformance and continues performance immediately after such causes are eliminated. Notwithstanding this Section, any delay that exceeds sixty (60) calendar days shall entitle the Party whose performance is not affected by the relevant Event of Force Majeure to terminate this Agreement upon not less than thirty (30) calendar days' advance written notice to the other Party.

Audit: HHSL may employ a 3<sup>rd</sup> party auditor to review disbursements and supplier statements, including verification of price terms and conditions. Supplier agrees to cooperate with requests for information from any 3<sup>rd</sup> party auditor retained by HHSL, verify and rectify any errors or oversights identified including but not limited to duplicate payments, pricing errors, incorrect payments, and missing rebates. Supplier agree to retain all documentation relating to the Suppler Agreement for a minimum of three (3) years for auditing purposes.

Price Change Notification: Subject to any Supplier price guarantees to HHSL, Supplier shall provide minimum of 90 days written notice to HHSL of any price change(s).

Other: This Agreement may not be amended, waived or modified without HHSL's written consent. The provisions of this Agreement are deemed to be several and any invalidity of any provision of this agreement will not affect the validity of the remaining provisions of this Agreement. Either party's failure to enforce any terms or conditions of this Agreement shall not be construed as a waiver of any right available to either party. This Agreement is governed by and is to be construed in accordance with the laws in force in the Province of Ontario. Neither party may dispose of or encumber any right under this agreement without the prior written consent of the other party.



### **3** Presenting Your Program to Home Hardware Stores Limited

HHSL Merchandise Managers are committed to providing the quality products and programs that will ensure the success and growth of our Dealers. Your help in providing the needed program information is critical to our ability to make timely purchasing decisions. Here are the key elements in making an effective presentation of your program:

- Know our Dealers and their competition. Understand the needs of the independent dealer channel.
- Determine how your product/program will help our Dealers grow the sales and profits within your product category.
- A strategy for transitioning from the currently stocked product to your product is a very important factor in any decision to switch product lines. Allowances within your program that will help facilitate a program change may be required.
- Prior to Home Hardware Stores Limited placing orders or accepting invoices, we must have a signed "Certificate of Insurance" (see section 4.1 Certificate of Insurance (All Suppliers) and a "Supplier (Vendor) Agreement" (see section 4.2 Supplier (Vendor) Agreement (Hardlines Suppliers) and/or (see section 4.5 Supplier (Vendor) Agreement (LBM Suppliers) from your company.

#### **3.1** Appointments with Merchandise Managers

Appointments are required to meet with our Merchandise Managers. Please call Head Office switchboard at 519-664-2252 to schedule an appointment.

#### **3.2** Item Assortment

- Outline your positioning philosophy versus that of your competitors within the market (*i.e.*, *Good*, *Better*, *Best*).
- Please discuss any innovative marketing opportunities that you can provide (*e.g., new product lines, product improvements, POP, merchandising initiatives*). Competitive niches are the key concept here.

### 3.3 Item Quality

- Detail your company's commitment to product quality and performance standards.
- Outline major tests or performance indicators used in your quality control testing.
- If your company has more than one line of products, highlight the varying degrees of quality and/or specifications.
- Explain your quality control initiatives.
- What contingency processes does your company have in place to deal with HHSL inventory, at both Dealer Support Centres and stores, in the event of a quality control issue?



### **3.4** Marketing Strategy

A sound marketing strategy is an integral part of a long-term relationship and the mutual growth of our respective organizations.

- As a business partner of HHSL, how would you propose we strengthen our collective market share over both the short and long term?
- What is your company's strategy to differentiate HHSL from its competition?

Your strategy should be sufficiently detailed to give us a good understanding of your marketing capabilities and direction.

### **3.5 Quoting Costs**

We require that you provide the following price quotations when submitting your program:

- Cost with Prepaid Freight to each of our Dealer Support Centres located in St. Jacobs Ontario, Debert Nova Scotia, and Wetaskiwin Alberta.
- Cost with Collect Freight.
- Pick-up Allowance (because HHSL delivers to our Dealers via our own truck fleet, it is of mutual benefit that Home Suppliers allow pick-up opportunities).
- A complete Drop Ship pricing program (*if available*) should also be quoted. Be sure to indicate the full range of drop ship purchase levels since we have Dealers capable of a wide range of purchasing volumes (*i.e. from minimum order sizes to full truckload quantities*).

#### 3.5.1 Retail Price Analysis

A retail market price survey for your product should be presented with all proposals and/or price changes. The price survey should include pricing for big box stores, regional chains and other independents. The price survey should also indicate which items are price sensitive and which items are blind.

### **3.6** Price Guarantees and Notice of Price Changes

*Price Decreases* - If the Supplier (*or manufacturer*) provides a price decrease, these changes will be effective immediately for any product where an ASN has not been sent. Any open Purchase Orders will reflect the new lower price. The Supplier must invoice at the lower price immediately for any open or future Purchase Orders.

*Price Increases* - HHSL requires a **90-day notice** of any price increases. The HHSL Merchandise Manager will decide on whether to accept or reject the increase. In the meantime, the Supplier must continue to invoice at the original price unless otherwise mutually agreed. A letter will be sent to the Supplier based on the Merchandise Manager's decision:

- If the price increase is rejected, the Supplier must continue to invoice at the original price.
- If the price increase is accepted, the changes will be effective 90 days after the acceptance date or as negotiated.



### 4 **Business Agreement Information**

Following please find a list of Business Agreements you will be required to participate in as well as some additional business opportunities that you may wish to participate in. Your HHSL Merchandise Manager will be happy to discuss them with you.

### THE FOLLOWING ARE MANDATORY AGREEMENTS

### 4.1 Certificate of Insurance (*All Suppliers*)

It is **mandatory** that all Suppliers submit a Certificate of Insurance (*COI*) to HHSL. We buy products and services from many businesses every year and in order to ensure the organization's financial interests are protected, our policy requires that contractors, consultants, service providers and/or Suppliers doing business with HHSL maintain liability insurance and other insurance as necessary in amounts deemed adequate by Home Hardware. If you have any question, please contact your HHSL Merchandise Manager.

### 4.2 Supplier (Vendor) Agreement (Hardlines Suppliers)

It is **mandatory** that all Suppliers submit a Supplier (*Vendor*) Agreement to Home Hardware Stores Limited. This form will be provided to you by your Merchandise Manager. You will not be accepted as an approved Supplier of HHSL if this Supplier (*Vendor*) Agreement is not completed. The original must be mailed to HHSL and may not be altered in any manner. If the completed Supplier (*Vendor*) Agreement not returned on or before HHSL's first order of product, then the Supplier (*Vendor*) Agreement shall be deemed accepted by the Supplier.

### 4.3 Flyer Advertising Agreement (*LBM Suppliers*)

In order for HHSL to have a record on file, it is a requirement for you to complete our Advertising Agreement. This will allow HHSL to bill or deduct the allowable advertising funds agreed upon.

### 4.4 **Purchasing Agreement** (*LBM Suppliers*)

In order to become a preferred Supplier to the Lumber & Building Materials (*LBM*) Division of Home Hardware Stores Limited, it is mandatory to complete and sign an Alliance Purchase Agreement Summary.

The summary outlines the information required by our office in order to establish and confirm your acceptance of the program. An active Certificate of Insurance is also to be included with the Purchase Summary Agreement.

All other questions can be answered by the Merchandise Manager.



### 4.5 Supplier (Vendor) Agreement (LBM Suppliers)

In order to become a preferred Supplier to the Lumber & Building Materials (*LBM*) Division of HHSL, it is mandatory to complete and sign an Alliance Purchase Agreement Summary. Please see <u>section 4.4</u> <u>Purchasing Agreement (LBM Suppliers)</u> for further details.

### THE FOLLOWING ARE ADDITIONAL AGREEMENTS

### 4.6 Aeroplan Promotional Partnership (All Suppliers)

Supplier support dollars collected via this partnership will be used solely to drive the Aeroplan Points/Miles Program in harmony with HHSL corporate and Dealer funds. This successful plan is designed to encourage consumer loyalty in driving store traffic and purchases. Allowing HHSL to deduct from the payment of each invoice for this program should be considered.

### 4.7 Business Development Agreement (All Suppliers)

Supplier support dollars collected via this partnership will be used solely to help enhance the development of our retail outlets. Allowing HHSL to deduct from the payment of each invoice for this program should be considered.

### 4.8 Central Billing Agreement (All Suppliers)

Supplier support dollars collected via this partnership will be used solely to help offset the costs of managing the central billing program. This program eliminates your costs of invoicing and collection directly to/from our individual dealer stores. Allowing HHSL to deduct from the payment of each invoice for this program should be considered.

### 4.9 Defective Item Agreement (All Suppliers)

Supplier support dollars collected via this partnership will be used solely to offset the cost of defective product purchased from the Supplier. HHSL agrees to maintain full and complete records with respect to any defective product purchased from the Supplier. Defective products will be either destroyed or returned to the Supplier based on the agreed upon desire of the Supplier. Allowing HHSL to deduct from the payment of each invoice for this program should be considered.

### 4.10 New Dealer Development Agreement (All Suppliers)

Supplier support dollars collected via this partnership will be used solely to help support our National Dealer Development Program. This support includes the cost of converting stores from a competing banner/buying group to that of HHSL. Allowing HHSL to deduct from the payment of each invoice for this program should be considered.



### 4.11 New Item Introduction (All Suppliers)

To assist with the introduction of your new items to our Dealers, your Merchandise Manager will be requesting an opening order discount on orders for merchandise being stocked in our Dealer Support Centres.

### 4.12 Partnership Agreement - Advertising (Hardlines Suppliers)

Supplier support dollars collected via this partnership will be used solely for activities to promote and encourage the sale and distribution of your product(s) throughout the Home Hardware national network of retail stores. In particular, these advertising dollars will be combined with Home's own funds and Dealer funds to develop and execute our flyer program. Allowing HHSL to deduct from the payment of each invoice for this program should be considered.

### 4.13 Rebate Agreement (Hardlines Suppliers)

A volume rebate for all purchases is required. Allowing HHSL to deduct from the payment of each invoice for this program should be considered. Balance of rebate based on plateaus to be paid as earned/negotiated with your Merchandise Manager.



## 5 Marketing and Merchandising Programs

Home Hardware Stores Limited is one of the leading Home Improvement Retailers in Canada. This success stems from our diverse marketing and promotions programs. From print to digital, Home Hardware offers a variety of partnership opportunities to our Suppliers.

Annually, a package is issued to all Suppliers expanding on marketing opportunities for consideration. This package includes a variety of promotional offerings in the following areas:

- Beaver Homes and Cottages
- Social Media
- On Hold Marketing
- Radio
- Television
- Videos
- Flyers and Catalogues

- Contractor Communications
- Home Installs
- Spring and Fall Market
- Home at Home Magazine
- Promotional Events
- Public Relations and Sponsorships
- Website and eCommerce

Email Promotions

Please call 519-664-2252 for more information on these opportunities.

### 5.1 Spring & Fall Markets

Home Hardware Stores Limited hosts a semi-annual Spring (*April*) and Fall (*September*) Market. This is an opportunity for Suppliers to display their products and programs to our Dealers. You may be invited to participate and meet over 1,100 Dealer-Owners from across Canada. Please discuss your participation with your Home Hardware Merchandise Manager.

#### 5.2 Sales and Marketing Programs

The Sales and Marketing Programs offer Home Hardware Suppliers the opportunity to market their products and services to Home's end-users. Ranging from planning, design, installation, construction and B2B Sales, we offer a unique opportunity to keep our Suppliers top of mind in the eyes of consumer projects.

Meet the Sales Marketing Team:

- Home Installs Design & Installation
- Commercial Maintenance

PRO Contractor Services

• Beaver Homes & Cottages



#### 5.2.1 Contractor Communications - Supplier Partnerships

Home Hardware's Contractor Communications team runs an industry leading marketing program. With over 50,000 contractor accounts available nationwide, the contractor communications program is featured across many platforms. Our goal is to continually work with our Dealer-Owners and their contractor sales representatives to continually grow sales of Supplier products in this lucrative market. Section 5.2.1 Contractor Communications and the following sub-sections of 5.2, list ways you can partner with our Dealers and sell your products to our large contractor base. For further details please see: *section 5.2.2 Home Installs Program, section 5.2.3 Package Sales - Beaver Homes and Cottages* and *section 5.2.4 Commercial Maintenance Catalogue*.

#### **Top Notch Plus Sponsorship Opportunities**

**Top Notch Plus Points:** Leverage this Marketing tool to reward Home Hardware Building Centre and Home Building Centre stores for purchases of your products. Top Notch Plus is an extension of our contractor loyalty program, HH PRO Top Notch Rewards. Points are issued based on the purchases of product you wish to promote. We encourage the Building Centre Dealer to forward these points to their HH PRO Top Notch contractors who use your products. We can design a program for you with an investment suited to your needs.

#### **HH Pro Contractor Tradeshows**

These contractor shows are "Trade Only" expos for contracting professionals. These shows provide Suppliers the opportunity to meet contractors face-to-face. The Contractor Tradeshows invite up to 1,400 contractors to each event. This is an exciting opportunity for all attendees and are invited to be part it! Each year, we host up to seven of these shows across the country. Show locations include Ottawa, Barrie, London, Kelowna, Calgary, Winnipeg, Halifax, Peterborough, Sudbury, Waterloo, Edmonton, Saskatoon and Moncton.

Your company can be actively represented by donating branded merchandise and prizes. Your sponsorship secures premium locations at all shows.

#### HH Pro Contractor E-Newsletter Sponsorship Opportunities

Get involved in our quarterly contractor e-newsletter. A product profile section in every newsletter will be read by thousands of our contractor customers coast to coast. This newsletter reaches the majority of your target contractor audience for a modest investment.



#### 5.2.2 Home Installs Program

Home Hardware Stores Limited offers Canadians numerous services to help them build their dream home. Home Installs provides consumers with complete design and installation services for projects of any size, from start to finish. When our Dealers become a member of the Home Installs program they get a comprehensive marketing program, home improvement financing and a software program to help them manage their projects, sales staff and installers.

The Home Installs program is advertised to consumers in 5 optional flyers and custom flyers. As a preferred Home Hardware Supplier, you can purchase ad space in the optional flyer program. Your purchase of ad space in an optional, ensures your images and logos are available in the custom flyer library free of charge.

#### **Optional Flyer Program**

Examples of ones that you could participate in:

Kitchen and Flooring (Jan) – cabinetry, countertops, tile and flooring

Window and Door (Feb & Sept) - windows, entry, storm, patio, and interior doors

Outdoor Projects (April) - decks, railings, fences, garages, sheds

Kitchen and Bathroom (Aug) - cabinetry, countertops, tile and flooring

#### Home Installs Custom Flyers Library

The custom flyer program allows individual stores to create their own on-line custom flyers using the above flyers as a starting point. Custom flyers can include pricing, your logos, Dealer supplied images and many more options. Participation in the pre-designed flyers ensures your images and logos are made available in the custom flyer library the Dealers choose from. This will encourage greater use of marketing funds and promotion of your products.



#### 5.2.3 Package Sales - Beaver Homes and Cottages

The Package Sales department is marketed at Home Building Centre locations, an exclusive line of products developed by our in-house Architectural Solutions Group (ASG). Plans, material lists, and assembly instructions are produced to construct various outdoor structures and buildings using standard in-stock building materials, as well as special order and Supplier Direct products. Project packages range from fences, decks, sheds, garages and an assortment of garden structures to agricultural buildings, animal shelters, equipment sheds and specialty buildings.

Similarly, our Beaver Homes and Cottages program offers a diverse assortment of guaranteed material packages to both owner/builders and professional contractors. Our Beaver Home and Cottage Packages include materials, plans, expert consultants and a host of other added features beneficial to the consumer.

Marketing partnership opportunities exist in the following areas:

#### Beaver Homes & Cottages Design Book

Year after year this publication increasingly drives sales of homes and cottages across Canada and abroad with its innovative designs and stunning full colour presentation. The 2019 edition will feature over 100 models with amazing high-end renderings of exteriors, interiors and detailed floor plans, in a spiral bound 12" wide by 10" high, 204-page book. There are a limited number of preferred Supplier full page ads available. The Beaver Homes and Cottages Design Book is a great resource to the owner/builder as well as our professional customers and its release is always highly anticipated.

#### Interactive Virtual Design Centre

The Virtual Design Centre (*VDC*) engages our Beaver Home and Cottage customers like no other experience on the website, with advanced and cutting-edge software. This interactive module lets the customer apply products, your products, to the exterior of their chosen models thereby generating a whole new custom look. This software program offers opportunity for your products to increase exposure. The Interactive Virtual Design Centre is only available to advertisers in the Beaver Homes & Cottages Design Book.

#### Add On & Upgrade Packages

Enhance our consultants' ability to upgrade and upsell your product with their Beaver Homes & Cottages Material Packages. Through our 24/7 Sales Centre Customer Relationship Management *(CRM)* software we can make your upgrade packages available to our Consultants with the click of a mouse, allowing them to quickly and easily quote upgrade pricing when meeting with customers.

For additional information or participation opportunities, please contact the "Marketing Manager Package Sales" at HHSL in St. Jacobs at 519-664-2252.



### 5.2.4 Commercial Maintenance Catalogue

The number of stores on the Commercial Maintenance program is increasing every year as the program develops and matures. Program growth in both store participation and sales will be highly dependent on the relationships forged with our Supplier partners to keep our initiatives moving forward and Home's name top of mind with our customers.

A number of Preferred Supplier full page ads will be available to better highlight the quality of the Suppliers and products in our program.

#### Ad-Mail Postcard Program

The postcard program is directed at commercial customers (i.e. hospitals, schools etc.) within a targeted area and offers them a free product that we will deliver to their store. It's a fantastic ice breaker for targeting new accounts. Stores choose from several available products to promote on the card and send out 200 to 500 cards in a campaign. You can participate in this program by having your products promoted and helping to offset the campaign cost.

Contact the Commercial Sales Marketing Manager at 519-664-2252 x6197 for more information.



### 5.3 eCommerce

HomeHardware.ca features eCommerce with "ship-to-store" capabilities. Most of the products shown on this website are available for online ordering. For various logistical reasons some items are not available online but can be special ordered directly from the customers preferred store. Once your product is approved by your HHSL Merchandise Manager your products are automatically added to the HHSL website for consumer viewing.

As of January 2019, there are more than 1,000 stores live on eCommerce! Customers nationwide are now placing orders online at HomeHardware.ca.

### 5.4 Website

Home Hardware Stores Limited launched our new website in 2018. The new site features substantial upgrades, including consumer-friendly navigation, enhanced product images ratings and reviews, excellent search box results and much more to come. All consumer Hardlines and LBM products supported by HHSL are displayed on HomeHardware.ca, our completely bilingual (*English & French*) Corporate website. Product information includes an image, consumer-friendly short description, an extended description with complete product details, plus individual retail store pricing. We make every attempt to keep this information timely and accurate if however, you see an image or product description that needs updating please provide the updated information to your HHSL Merchandise Manager.

If you have a video of your product there may be an opportunity to also include it on HomeHardware.ca to improve your product's exposure.

### 5.5 Flyers & Catalogues

Flyers continue to be one of the most effective promotion tools in the home improvement industry. For Home Hardware in today's retail landscape consumers are exposed to 2.8 million Home Hardware flyers on 36 separate events. An additional 10 events are sent by Home Building Centres with over 810,000 distributed for each event and 2.3 million national HHBC on 42 separate events. Including optional flyers, we distribute over 230 million flyers on an annual basis!

Catalogues remain part of the promotional/informative vehicle for our stores and Suppliers. While internet product search is important, we still have a very strong demand for annual catalogues showcasing your products.

Both promotional venues (*flyers and catalogues*) offer great value and abundant exposure. We offer great investment opportunities to showcase your products in our print media. Check with your Merchandise Manager for details.



### 5.6 HomeFurniture.ca

All of Home's furniture products are displayed on HomeFurniture.ca. This website is unilingual *(English only)*, with a bilingual *(English & French)* version being a work in progress. Product information includes images, consumer-friendly short descriptions, an extended description with complete product details, plus individual retail store pricing. We make every attempt to keep this information timely and accurate if however, you see an image or product description that needs updating please provide the updated information to your HHSL Merchandise Manager.

If you have a video of your product there may be an opportunity to also include it on HomeFurniture.ca to improve the exposure of your product.

### 5.7 Email Marketing Program

Email marketing is an important part of Home Hardware's overall marketing strategy. Suppliers may see their products featured in any of the of the Home emails throughout the calendar year.

There are several objectives of the promotional email program:

- Drive online and in-store sales
- Promote national sales and programs
- Brand awareness

The type of communications a customer receives is dependant on the specific mailing list(s) they have subscribed too. There are 5 different mailing lists a customer can subscribe to:

- Flyer, Promotions and Contest: 1.2 M subscribers
- Expert Advise: 1.1 M subscribers
- Design and Décor: 1.1 M subscribers
- Home Furniture: 27 K subscribers
- PRO Contractor: 24 K subscribers

There are several different types of emails, each associated with a specific mailing list, that we send out on your behalf. This includes:

- eFlyer Emails
- Design & Décor Emails
- HH Pro Contractor eOffers
- HH Pro Contractor eNews
- Home at Home eNewsletter
- Monthly Feature Email

- Retail Sale Campaign Emails
- Tactical & Ad Hoc Emails
- Major Appliance Emails
- Exclusive Product Emails
- Home Installs Emails
- Home Furniture Emails



### 5.8 Content & Media

Home Hardware Stores Limited feature hard hitting media content on multiple platforms. Suppliers may be selected to showcase their products or services in social media ads, on television and in the On-Hold Program.

#### 5.8.1 Television & Video

Each year, Home Hardware Stores Limited features several television commercials and online videos. These are hard hitting, product focused ads that include Supplier products or services. Our commercials give Suppliers the opportunity to market themselves on TV with support from one of the Home banners.

Home has a selection of consumer-friendly videos that stores use to:

- Play on in-store TVs
- Use on their website
- Add to their own social media pages
- Show at tradeshows

These videos are 100% Dealer-owned or Supplier-approved for Dealer use.



### 5.8.2 Social Media & Digital

Home Hardware Stores Limited currently has social media accounts on Facebook, Instagram, Twitter, Pinterest and YouTube. This could be considered the most active marketing platform, with multiple posts made every day. Throughout the year, Suppliers have the chance to work with our Social Media team to coordinate posts, boosting their products or services.



"Like" us on Facebook and join the conversation. From helpful videos and expert advice to contests, promotions, and special offers, Home Hardware's official Facebook page is where homeowners connect, share and learn.



Follow @homehardware to get inspired on all the latest DIY projects, recipes, paint, home decor and more!



Follow @home\_hardware for the latest Home Hardware news, promotions, special offers and sales. You'll also get expert advice for the entire Home Hardware Team of Experts.



From outdoor entertaining to decorating, DIY projects and more, Home's Pinterest Board brings ideas and inspiration to your home.



Home Hardware's YouTube Channel is your home for expert advice. Watch and learn about everything from Exclusive products and Outdoor Decorating Tips to DIY projects and more.

### 5.8.3 On Hold Marketing

Increase sales, product and brand awareness over the phone, and upsell to customers while they are already shopping with Home Hardware's On-Hold & In-Store Marketing program. This program is an effective platform for increasing your product's exposure to our customers over the phone and through a store's speaker system. This program provides music and messaging service to 394 (and growing!) Home Hardware, Home Building Centre and Home Hardware Building Centre stores.

Message playlists are deployed in January, May and September of each year. These playlists include ads for seasonally relevant products, services and promotions. Each ad can either run for the duration of a playlist, or a specified time frame, i.e. week, month, event specific dates, etc. Depending on the product, some ads can run across all three playlists for the year. Each banner (HH, HBC, HHBC) receives their own version of each playlist, specifically tailored to the product assortment each banner carries.





### 6 Alliance International LLC

#### We invite you to become an Alliance Supplier.

#### It's the best way to increase sales and consolidate sales with the Alliance Members.

The Alliance International LLC formed in 1993 is a North American buying group that brings together the purchases of Do it Best Corp. in the US and Home Hardware Stores Limited in Canada. The purchasing power of these two important companies generates retail sales of over US \$14 Billion in home improvement business through over 5300 retail stores throughout Canada, the US and internationally. The Alliance is the third largest retail group in the industry and represents 8% of the top 17 retail home improvement market in Canada and the US.

The Alliance Members are a strong force in the marketplace for many important reasons.

- The Alliance Members efficiently distribute and retail over one hundred thousand items to nearly 5,300 retailers.
- The hardware and building materials industry recognizes the Alliance Members for their low distribution costs. These low distribution costs help keep retailers competitive.
- The outstanding financial results posted by the Alliance Members provide a sound foundation for growth.
- The retail programs developed for home improvement retailers have earned high praise in the industry and the strong support of retailers and Suppliers. The Do-it Best, Do-it Center, Do-it Express, Home Hardware, Home Building Centre, Home Hardware Building Centre and Home Furniture retail formats are recognized by consumers across Canada and the US.

The Alliance Purchasing Teams are responsible for reviewing and negotiating agreement proposals. Member Merchandise Managers review all proposals as an Alliance Purchasing Team. The team responsible for your products will meet to review your proposal and will confirm the proposal in writing when everyone agrees.

The objective of the Alliance Supplier Agreement is two-fold. First, is through increased sales for the Supplier, then through additional profits for the Alliance Members. These profits are above and beyond those already in place for any one of the Members. 100% of these profits are passed along to the Members retailers. The Alliance retains no part of any allowances from Suppliers.

Questions regarding how to propose an Alliance Supplier Agreement should be directed to any Home or Do-it Best Merchandise Manager or to the Alliance Executive Director. In advance, thank you for your interest and support of the Alliance Members.



### 7 General Business Requirements

This section of our Guide deals with a number of business requirements in order to do business with Home Hardware Stores Limited. Please review each of these requirements carefully. If you have question, please discuss with your HHSL Merchandise Manager.

#### 7.1 Non-Compliance Generic Email Address

Provide a "generic" email address for non-compliance issues. We suggest that this email address include contacts from your Shipping Department, Purchase Order Desk and Finance Department.

#### 7.2 Items

In order to list your item with Home Hardware Stores Limited, we require detailed information on that item. To provide this information and get your item in our systems, an "Item Profile", filled out in its entirety will be required.

#### 7.2.1 Item Profile and Identifications

An Excel-based item profile will be forwarded to you by your Merchandise Manager, along with a set of instructions.

Most of the informational requirements listed in the profile are self-explanatory. If you require a more detailed explanation on topics such as item identification, please refer to the following sections.

#### 7.2.1.1 Bilingual Requirements

Home Hardware Stores Limited have stores in the Province of Quebec and other areas where French is the primary language. It is therefore our policy to have all item information in both English and French. Within the Item Profile, please ensure the item's "Features and Benefits" and "Marketing Copy" are completed in both languages. If you fail to provide acceptable French "Features and Benefits" HHSL will outsource these translations to a professional translation service. All translation charges including a \$50 administration fee (per item) will be deducted. For additional bilingual requirements, please refer to <u>section 9.1.2 Bilingual Packaging Requirements</u>.

#### 7.2.1.2 GTIN and Barcode Requirements

Please refer to the *Barcode Guidelines Support Document* for details.

#### 7.2.1.3 Package Measurement & Weight Rules

Please refer to the *Measurement and Weight Guidelines Support Document* for details.



#### 7.2.2 **Item Images**

When listing an item with HHSL all items are to have accompanying images. These images will be used to promote your items through our HomeInfo Dealer Catalogue and to the end consumer through the HomeHardware.ca website. Ensure you review and adhere to the following image requirements. All images should be in colour.

IMPORTANT: Images are to be included with your returned item profile.

#### 7.2.2.1 **Colour Image Specifications**

- File format requirement: PNG (.png) files with transparent backgrounds.
- Images should be clear and a minimum of 1,900 pixels wide.
- Image file name should be Model #, UPC # or HH Item #.

#### 7.2.2.2 **Colour Image Views**

<u>Multiple images are required</u> to capture all aspects of a product. The exact number of images will depend on the product. A good benchmark is 5-8 images while providing each of the image types below.

٠ **Consumer Web Image:** Product should be shot out of package and clipped with transparent а background. Additional views may be required

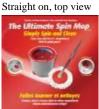
(front/left/top/back/angles/close-up) to capture all aspects of the product.

- Packaging Images: Product should be shot in package and clipped with a transparent background. Additional may views required be (front/left/top/back/angles) to capture all aspects of the product.
- Lifestyle Image: Product should be shot in an everyday use scenario.



Straight on, front view Straight on, left view





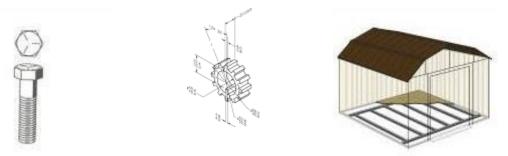


Any Supplier that fails to meet the above standards will be required to send a sample product to the Merchandise Manager. Home Hardware will have a photo of the product(s) taken and a minimum \$75 charge will be deducted.



#### 7.2.2.3 Line Art Images - Schematic Drawings

In addition to item images, we encourage you to provide additional detail or schematic drawings. Vector line art images are accepted but please do not send rasterized line art images.



#### 7.2.2.4 Marketing / Advertising Images

If your item(s) are selected for one of our marketing or promotional vehicles (*excluding our internet website*), the Marketing department may request additional images and will contact you with their unique requirements and specifications.

#### 7.3 Discontinued Items

HHSL has one of the highest fill rates in the industry and discontinued product can cause continuity and service level problems for our Dealers. It is extremely important that our Suppliers have a steady supply of product and maintain an "in stock" position at our DSCs. Suppliers must give a **minimum of 120 days notification** prior to a product being discontinued. This notice will allow us to create the proper transition to alternative product for our Dealers. Product purchased within sixty (60) days of the notification may be returned to the Supplier for full credit. Under certain circumstances, markdown funds may be discussed and agreed upon with your Merchandise Manager.



### 7.4 Environmental - Product Safety - Stewardship Information

The Supplier shall, at its expense, comply with the environmental, product safety and stewardship requirements reasonably specified by Home Hardware Stores Limited or as required by Law, Standard or HHSL policy, including without limitation the following requirements:

#### **Product Safety:**

- Provision of a current Safety Data Sheet, in English and French, and other information regarding environmental or occupational health and safety aspects of the merchandise as may be specified by HHSL or an authorized independent agent contracted by HHSL (*prior to the provision to the Supplier of a Purchase Order*) for a chemical or other product requiring the same, or a product specified by HHSL and the renewal and updating of such Safety Data Sheets and other information as required by a Law or Standard or as requested by HHSL, all in a form acceptable to HHSL.
- Provision of a 24-hour emergency telephone number and a regular business hours emergency telephone number, listing the hours of operation and the applicable time zone.
- Provision of detailed instructions as to the manner in which merchandise may be destroyed or disposed of by HHSL or Home Dealers, including information as to the manner in which all Canadian Laws and Standards relating to environmental matters should be complied with in connection with such destruction or disposition.
- Provision for the removal and/or disposition of any merchandise (*or any part thereof*), within the HHSL supply chain or at store level, that is no longer legal for sale in Canada pursuant to any Law or Standard.
- Registration, labelling and compliance of all pesticide products with the appropriate governmental authority, where required by law.
- Ensure compliance and registration with NRCAN (*Natural Resources Canada*) of regulated products under the Energy Efficiency Regulations 2012.
- Ensure compliance procedures are established for reporting of products causing property damage or personal injury as required by Health Canada.
- Ensure all products are labelled according to CCCR (Consumer Chemicals and Containers *Regulations*) or
- Products intended/packaged for commercial use shall be compliant with the Canadian WHMIS 2015 labelling regulations.
- Ensure all products are compliant with the National Fire Code as required.



#### Stewardship/ Environmental

- Development and implementation, with HHSL, of product stewardship programs to manage the life cycle of merchandise and its associated packaging, from materials acquisition to use and ultimate disposition of merchandise and its associated packaging, with proper regard for its impact on HHSL, Home Dealers, the consumer and the environment.
- If it is confirmed that HHSL is the registered Steward for applicable programs, then NO fees shall be passed on with Dealer Support Centre shipments.
- Environmental Handling Fee (*EHF*): fees payable to the Supplier shall be a separate detailed line item on the original shipping invoice.
- Under ALL circumstances the Supplier shall remain responsible for all stewardship costs related to direct store shipments.
- Co-operation with HHSL in the implementation of product and packaging stewardship programs mandated by law or standard, which may include funding for stewardship programs, or changing product or package attributes, to minimize stewardship or environmental impacts.
- Provision to HHSL or an independent agent contracted by HHSL of specific product information that HHSL requires to meet the reporting requirements of any Law or Standard; and
- Cooperation with HHSL in reformulating or repackaging merchandise to comply with environmental, health and safety or stewardship programs required by HHSL or by any Law or Standard.
- Register and comply with any and all required stewardship programs where the Supplier is the obligated steward, provide HHSL with details of registration compliance.
- Notify HHSL immediately if there is any change in product design, packaging or change that may impact stewardship obligation or compliance.

### 7.5 Item / Packaging Modifications

It is extremely important for HHSL to receive item modification details at well in advance of any shipment of modified items being made. This includes modification to the product itself, or other details such as packaging, dimensions or VPN. It is the responsibility of the Supplier to review these modifications and assign new UPC / GTINs appropriately. Please refer to *section 3.5 When to Change GTIN* in the *Barcode Guidelines Support Document* for further details. If packaging / model changes occur, new product images should be provided as outlined in *section 7.2.2.1 Colour Image Specifications*.

Depending on the severity of the modification, HHSL may determine a new HH item number is required. When this occurs, you will be advised of the new HH item number by your Merchandise Manager.

HHSL requires 60 days' notice of any GTIN changes prior to shipment. Should product be received containing a barcode not registering in HHSL systems due to non-communication of such barcode data, our minimum administrative charge for rectifying this problem is \$250.00



### 7.6 Item Pricing

Pricing related topics are covered in <u>section 3 Presenting Your Program to Home</u>. See the following topics for additional details: <u>section 3.5 Quoting Costs</u>, <u>section 3.5.1 Retail Price Analysis</u>, <u>section 3.6</u> <u>Price Guarantees and Notice of Price Changes</u>. If you have any questions, please contact your HHSL Merchandise Manager.

### 7.7 Item Testing

Your HHSL Merchandise Manager may require testing of your product(s) for quality assurance and product performance. If you do not already have the testing results available, your Merchandise Manager may ask you to have the required testing completed. If HHSL has the testing completed on your behalf, you will be responsible for reimbursing HHSL for any and all costs associated with testing.

### 7.8 Private Label Packaging

HHSL maintains high graphical standards for private label packaging. Colour standards, and design standards including font usage, text placement, logo size and placement, product verbiage, etc. must meet our standards. Please discuss new item private label packaging requirements with your Merchandise Manager. Suppliers must notify their Merchandise Manager prior to reprinting any package to ensure the package design is current and complies with our standards. We reserve the right to reject shipments not conforming to these standards.

### 7.9 Samples

Suppliers must provide, without charge, samples of their products as may be required by HHSL. These samples will be for internal use by HHSL, in connection with its catalogues, print advertising, image files and point of purchase displays.

The samples must be authentic, and the dimension of the consumer unit package must be identical to the actual packaging of the product being sent to us. HHSL will determine the disposition of samples as they will not be returned to the Supplier.

#### 7.10 Substitutions

HHSL does not accept substituted product unless first approved by the Merchandise Manager. In some cases, the substitution may require a new HH item number which will require the completion of the New Item Profile. This all has to be completed prior to any shipment to any DSC.

If the merchandise listed on a Purchase Order cannot be shipped in full, the Supplier shall contact HHSL's purchaser no more than seventy-two (72) hours after the Supplier has received the Purchase Order to discuss options. (*e.g.: deferred quantities, substitutions*)



### 7.11 Dangerous Goods - TDG - CCCR

The Supplier is responsible for correctly identifying, classifying, packaging, marking, labelling and completing documentation for Transportation of Dangerous Goods (*TDG*) and/or Consumer Chemicals and Containers **R**egulations (*CCCR*) requirements according to national and international governmental regulations. If the cargo includes explosives, chemicals or other products that are covered by the <u>*TDG*</u> <u>*Act*</u> and/or the <u>*CCCR Regulations*</u>, the Supplier must do everything required to ensure compliance with the regulations. You must provide HHSL with all information required to transport the products in accordance with Dangerous Goods/CCCR regulations in Canada before we can ship the goods to our Dealer network. HHSL has the right to refuse any shipment of Dangerous Goods/CCCR products if HHSL believes the Supplier has not done everything reasonable to ensure compliance with the TDG Act and CCCR Regulations. Interpretation and use of the rules may vary for different circumstances and HHSL cannot assume responsibility for any errors, omissions or consequences that may arise from information obtained from the above-mentioned publications.

**Please Note:** If you are submitting a new product that is a dangerous good, limited quantity or CCCR compliant, the item profile includes a unique tab named "TDG - CCCR Form" which includes a form to be completed as part of your product submission.



### 8 Electronic Data Interchange (EDI) Implementation Requirements

Electronic Data Interchange (*EDI*) is the computer-to-computer exchange of routine business data between trading partners in standard data formats. For EDI Compliance, HHSL requires the following EDI documents:

- **Purchase Order** (850) These are for DSC orders only. Required for Stock DSC Suppliers. Outbound to Suppliers.
- **Functional Acknowledgement** (997) Required for all HHSL 850's, should acknowledge the transaction and group level within 24 hours of receipt.
- **Purchase Order Acknowledgement** (855) This document means you, the Supplier, agree with the details of the PO for terms, currency, ship date, item prices, item availability and quantities. Inbound from Suppliers.
- ♦ Advance Shipment Notice (856) Also referred to as an ASN. This document contains the packing slip details of each shipment. This will include item identification and how much was shipped for each item. This is required to be sent as soon as the shipment leaves the Supplier shipping facility. Required for Stock DSC Suppliers. Inbound from Suppliers.
- **Invoice** (*810*) The EDI Invoice would be a representation of your existing paper invoices. This includes all DSC and direct to store shipments made to a HHSL location. Required for Stock DSC and Direct to Store Suppliers. Inbound from Suppliers.

All EDI information is available at: <u>www.commport.com/HomeHardwareEDI</u>.

#### 8.1 Purchase Order Management

This is an overview of the life cycle of a **P**urchase **O**rder (*PO*) from the time that it is initiated by HHSL then sent to the Supplier to be reviewed and accepted, shipped and invoiced.

Our intent is for all stock Dealer Support Center Suppliers to be EDI compliant for Purchase Orders, PO Acknowledgements, ASN and Invoicing.

**NOTE**: At this time, HHSL is unable to send POs initiated by one of our Home Dealers via EDI. These will still need to be handled manually through the Suppliers Order Desk, but the EDI Invoice will be expected for all these POs.

#### **New Suppliers:**

As a new Supplier, you may not be EDI capable. We will partner you with Commport Communications International and their web portal. This web portal will allow you to receive POs and send PO Acknowledgements, ASNs and invoices via EDI to HHSL. Commport will provide you with a web portal sign-on and system training. <u>www.commport.com/HomeHardwareEDI</u>.

If you are already partnered with a different web-based EDI provider, you may still receive your **initial** POs and all other required documents via Commport until such time as your own EDI solutions have been setup and tested with our in-house EDI team.



### 8.2 Pending Vendor Acceptance (*PVA*) Process Guide

Purchase Order (PO) Acknowledgement, Negotiation and Acceptance

- PO Acknowledgment (*Electronic Data Interchange (EDI) model 855*) is a required transaction.
- EDI model 855 serves several purposes; acknowledgement from the Supplier that they have received the PO, acceptance of the terms and requirements as listed below, enables Suppliers to start negotiation by using the Reject PO Condition of the 855.

#### **PO Negotiation Process**

This section outlines the negotiation process and responsibilities for both Supplier and Home Hardware.

The Supplier must acknowledge that they have reviewed the PO and accepted the terms and conditions as follows:

- The PO can be shipped by the Requested Ship Date. This means that the entire order will be In-Transit no later than that date. Any Shipments sent more than seven (7) days early will be subject to a Non-Compliance fee. Transportation arrangements will need to be planned for in ADVANCE of this date.
- Each item and quantity ordered is available in full to ship by the Requested Ship Date. \*\*See note below.
- Each item will match UPC, model and/or Manufacturer number.
- Each item unit cost is accurate.
  - Special Deal items for promotional events will have an adjusted deal cost and PO will contain a suffix of PB, PR or LL. The PO comments will post the event # associated with the promotional deal. \*\*See note below.
  - Items purchased as part of our Market program will have a PO with a suffix of MK, FM or SM. Comments will be posted on the PO that indicate the PO is a Market Order (Pre-Market or Post Market). \*\*See note below.
  - Special Deals and/or payment terms that are outside of Promotional or Market activity will be noted in the PO comments for the Supplier.
- PO Payment terms.
  - Will pick up regular terms based on our Supplier agreement.
  - Any changes to payment terms will reflect either market or promotional or special activities as agreed to by Supplier and Home Hardware and will be posted using appropriate suffix and PO comments as listed above for Special Deal or Market.

Where an item cannot meet any of the above, the Supplier is required to move the PO to a negotiation process by using the Rejected status and include comments.

- A response from a Supplier must be transmitted within six (6) calendar days from the transmission date of a new PO. This may be a PO Acceptance or a PO Reject.
  - PO Accept sent via EDI 855, meaning all above conditions may be met.
  - PO Reject may only be issued if there are issues with meeting the requirements of the PO. If there are discrepancies the Supplier may reject the PO by issuing an EDI 855 reject. Details and comments as to why the PO is rejected must also be sent with the EDI 855. This will then be regarded as PO negotiation between issuer of the PO and the Supplier. The PO may not be rejected or in PO negotiation status longer than seven (7) calendar days.



\*\* If there are item(s) that cannot meet the requested ship date and require a new PO created specifically for those items Home Hardware will consider that any Supplier minimums have been met with the initial Purchase Order.

\*\*\* If there are discrepancies due to pricing, Supplier must validate that special deal pricing is not applicable (as listed above) before rejecting a PO. (It is the Supplier's responsibility that ALL departments within their company are aware of special pricing and payment terms.)

- Once PO negotiation between Supplier and issuer of the PO is complete Supplier must provide EDI 855 Acceptance.
  - The 855 will be confirmation that the Supplier can meet the requirements of the PO and Supplier will be held responsible for complete, accurate, on-time shipments of the PO.
  - All orders will then require an Advance Ship Notice (ASN) submitted at the time the order has left the Supplier facility. See notes <u>section 8.3 Advance Shipping Notice (ASN) (EDI 856)</u>.

Failure to provide an 855 PO Accept or fulfill PO requirements will be subject to a non-compliance submission and will be at risk as a non-compliance charge back to Supplier.

Any PO adjustments, delays or item changes AFTER an 855 Acceptance has been received will be subject to a non-compliant review and potential fee.

## 8.2.1 Order Lead Time

It is the Supplier's responsibility to advise the issuer of a Purchase Order of any anticipated changes in order lead-time. Unanticipated changes in order lead-time cause service level problems at our Dealer Support Centres. By having advance notice of shipping delays, we will be able to accurately adjust our forecasts. See also <u>section 8.2 Pending Vendor Acceptance (PVA) Process Guide</u>.

# 8.3 Advance Shipping Notice (ASN) (EDI 856)

- The primary purpose of the ASN is to provide HHSL with an electronic copy of a Supplier's Bill of Lading or Packing Slip so we can receive your shipments as efficiently and accurately as possible.
- The ASN must arrive at HHSL before your shipment arrives. This enables Home Hardware to be as prepared as possible when your product arrives at our DSCs. It should not be sent before the shipment leaves your facility.
- Each ASN must be represented by a unique ASN number for each shipment. It is possible to combine multiple Purchase Orders within a single ASN or shipment.
- The ASN number(*s*) must be clearly stated on the Bill of Lading or Packing Slips.
- License Plate Numbers (LPN) or Serialized Shipping Container Codes (SSCC) should be attached as per <u>section 9.2.2 Serialized Shipping Container Code (SSCC-18) Labelling</u>.



### 8.4 Invoicing (EDI 810)

To assist us in processing your invoices for payment, please adhere to these guidelines: For **all** invoices, please indicate the **"BILL TO"** as:

ALLIANCE INTERNATIONAL LLC (Home Hardware Stores Limited) 34 Henry Street West St. Jacobs, ON NOB 2N0

For **Direct to Store** invoices, please indicate the "SHIP TO" as:

For **DSC invoices**, please indicate the "**SHIP TO**" as: (for DSC invoices tagged for a Dealer Store, please ensure the Dealer Store # is included in the body of the invoice and not as part of the "Ship To" address) Dealer Name Dealer Address Dealer Store No. ####-#

Home Hardware Stores Limited Appropriate DSC's location (St. Jacobs, ON, Elmira, ON, Debert, NS or Wetaskiwin, AB)

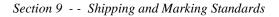
Please note the following additional information:

- Alliance International LLC is the buying arm for Home Hardware Stores Limited.
- To ensure proper invoice processing, the Purchase Order number must appear on all invoices.
- Please be advised that if our Company Name, Alliance International LLC, does not appear as the "Bill To" party, we will not be held responsible for payment.

All 810 Invoice EDI Information is available at: www.commport.com/HomeHardwareEDI.

#### 8.5 Dealer Membership Confirmation

When receiving an initial PO directly from a Home Dealer, for which the invoice will be billed to Alliance International LLC in St. Jacobs, you may contact the Accounts Receivable Department at the Dealer Support Centre in St. Jacobs to verify the Membership of the Home Dealer with us.





# 9 Shipping and Marking Standards

HHSL has developed marking, packaging, and shipping standards to assist in improving efficiencies at our receiving docks. In doing so we are asking that each respective Supplier review the following standards and begin the process toward compliance immediately.

## 9.1 Packaging Standards

Our goal is to ensure that product moves from your facility to our retail stores in the best possible condition, through safe and efficient handling. We want to ensure that the consumer package is protected during the various types of handling required for product flow. In Canada, packaging and labelling standards are governed by both federal and provincial legislation, and accordingly compliance at both levels must be ensured.

### 9.1.1 Each or Consumer (end user) Trade Item Packaging

The "each" describes the lowest consumer unit of measure that carries a UPC/EAN barcode. In most cases this will identify the unit that is sold to the consumer, commonly identified as a "consumer (*end user*) trade item". The requirements for consumer unit packaging are as follows:

- All Consumer (*end user*) Trade Item packaging must display a scannable GTIN/Barcode of UPC or EAN. For more information on these types of barcodes, please refer to *section 1.3 Barcode Types* in the *Barcode Guidelines Support Document*.
- Private Label packaging information can be found by referring to <u>section 7.8 Private Label</u> <u>Packaging</u>.
- Carton quantity will be listed for each item on our Purchase Orders. Confirmation of the # of units per carton is required. Deviation from carton quantity cannot be changed without approval from issuer of PO.
- Please discuss all packaging changes with your Merchandise Manager before the product is shipped to HHSL.

#### 9.1.2 Bilingual Packaging Requirements

- All consumer unit packaging, whether it is part of the HH Private Label Program or your own brand, must be bilingual (*English & French*) and in compliance with Quebec's Charter of the French Language.
- French must be featured at least as prominently as any other language on products, their containers and wrappings, and documents or objects supplied with them, including directions and warranties.
- You are responsible for any fines incurred by HHSL for non-compliance with the Charter of the French Language.

For assistance with the bilingual packaging requirement, please contact your HHSL Merchandise Manager.

#### 9.1.3 GTIN and Barcode Requirements

Please refer to the *Barcode Guidelines Support Document* for details.



## 9.1.4 Package Measurement & Weight Rules

Please refer to the *Measurement and Weight Guidelines Support Document* for details.

### 9.1.5 Quality and Sustainability of Packaging

All retail unit and case packaging is expected to meet agreeable minimum quality and environmental conscious standards. Some points to keep in mind are:

Product packaging should be:

- Efficient protect goods while reducing packaging
- Recyclable increased recyclability of packaging, increased recycled content
- Sustainable responsible materials, efficient use of resources

Transportation packaging should consider:

- Environmental Impact minimize required space
- Cube Utilization reduces product packaging and space required

## 9.2 Carton Labels and Markings

Proper labeling throughout the entire supply chain creates efficiencies for both the Supplier and Home Hardware Stores Limited (*HHSL*). The correct labeling of all cartons, and also the proper logistics label is critical for this efficiency. The carton label and marking allows the product to be tracked when the carton is not associated with a pallet. The GS1-128, or Serial Shipping Container Code (*SSCC*) is to identify and track items throughout the supply chain by either a pallet, loose carton, or mixed re-packed carton. The proper SSCC label or license plate facilitates the efficient flow of goods between the Supplier and HHSL.



## 9.2.1 Carton Marking Instructions - <u>Non-North American Suppliers Only</u>

PLEASE NOTE: The following carton markings **are in addition to** the required SSCC labelling as outlined in: <u>section 9.2.2 Serialized Shipping Container Code (SSCC-18) Labelling</u>.

#### The following field needs to be displayed inside a diamond mark

PO #: (PLEASE NOTE: The "S", "D", or "W" in the Purchase Order number indicates the destination warehouse; "S" being St. Jacobs, "D" being Debert and "W" being Wetaskiwin).

#### A minimum of the following fields need to be displayed outside the diamond mark.

- ♦ HH ITEM #:
- ITEM DESCRIPTION:
- SUPPLIER MODEL #:
- QUANTITY PER CARTON: / UNIT OF MEASURE:
- NUMBER OF CARTONS ON ORDER: (A shipment for a single Purchase Order consisting of more than one carton must have each carton individually numbered. If that shipment consists of three cartons, for example, the cartons would be marked as being 1 of 3, 2 of 3 and 3 of 3.)
- ♦ GTIN CASE BARCODE: All cases are required to be identified with a GTIN/Barcode, with our preferred symbology being ITF-14. Also acceptable at this level, but not preferred, are UPC/EAN or GS1-128 symbologies. The retail UPC barcode should not be shown on the carton unless the carton is also the individual retail selling unit package.

The following is a sample of markings that should be displayed on the side of each carton. *Please include the PO number you have been issued, and only one PO number per carton.* 



Where possible, the size of this Carton Marking must be at least  $12" \times 12"$  (30cm x 30cm). Cartons smaller than these dimensions must have the largest marking possible. (Note: This does not apply when there is no master carton)

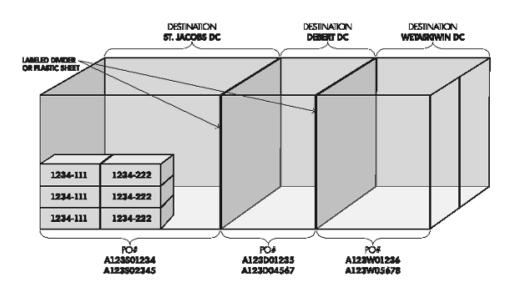
The shipping container barcode symbol shown in this example is an ITF-14 (also known as Interleaved 2 of 5) barcode with human readable numbers below barcode.



#### 9.2.1.1 Ocean Container Loading

Before loading the container, it must be inspected for any defects or residue. Do not load a container that is not in good condition.

The figure below illustrates a container loading for multiple Dealer Support Centres.





## 9.2.2 Serialized Shipping Container Code (SSCC-18) Labelling

HHSL requires all shipping containers, for example stretch wrapped pallets, loose cartons, or mixed repacked cartons, be labelled with an industry standard GS1 logistics label also known as an MH10 label. The requirements for this labelling are as follows:

- The GS1 logistics (*SSCC-18*) label format requires the standard dimensions of 4x6" or A6 (*105mm x 148mm*).
- The label consists of three sections, carrier, customer and Supplier.
- The lowest portion of the label will have the GS1-128 bar code encoding the SSCC-18. Each bar code will require the Human Readable Interpretation (*HRI*) above the symbol. For more information on these types of barcodes, please refer to *section 1.3 Barcode Types* in the <u>Barcode Guidelines Support Document</u>.
- The HRI must include the Application Identifiers (*AI*), data content, and the Check Digit. To help distinguish the AIs, parentheses should be placed around these values. The HRI characters must have a minimum height of 3mm, or 8-point font, recommended 7mm or 20-point font. All plain text must have a minimum height of 3mm.
- The data title represents the standard abbreviated description of the various data fields and must have a minimum height of 3mm.
- The data titles of the label must be bilingual with both English and French. All text must be clearly legible.

The GS1 logistics (*SSCC*) label should be placed on the upper right half side of the pallet. Two sides of the pallet must have SSCC labels located from 16" to 32", 400mm to 800mm from the base of the pallet. The label should be at least 2", 50mm from any vertical edge to avoid damage.

More information on the GS1 specifications for SSCC labelling can be obtained from the following document: <u>GS1 Bar Coding Basics for Shipping Containers</u>.

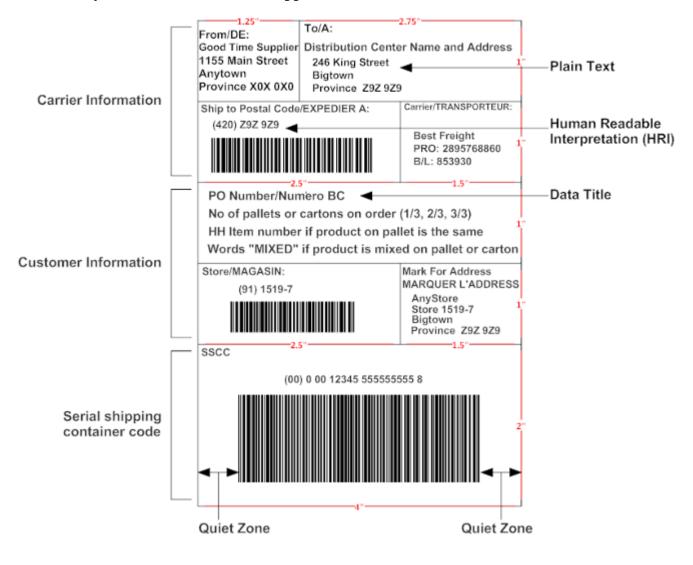


#### 9.2.2.1 GS1 Logistics (SSCC) Label Examples

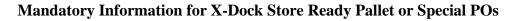
Please see the following page(*s*) for examples of GS1 Logistic Labels for both "Dealer Support Centre Purchase Orders" and "X-Dock Store Ready Pallet or Special Purchase Orders".

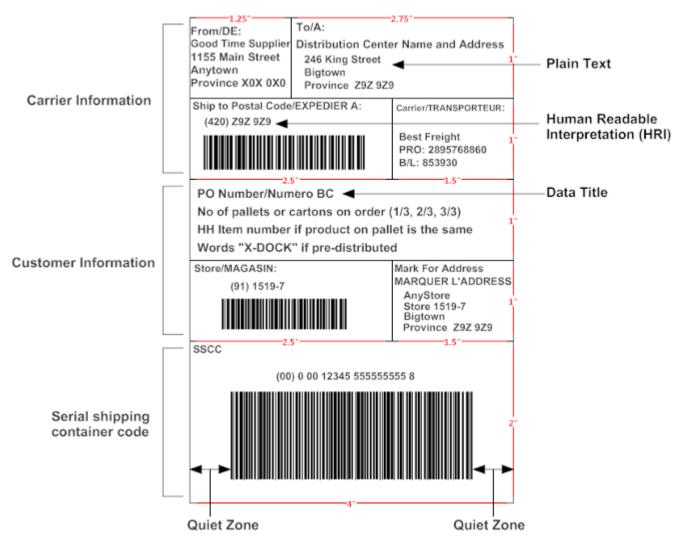
These sample labels provide context and content of information required on the label. The red lines illustrate the dimensions for the various sections of the label and may vary by  $\pm -0.2$  inch.

#### **Mandatory Information for Dealer Support Centre Purchase Orders**











## 9.3 Pallet Requirements

HHSL supports the CHEP pallet pooling program and encourages all our Suppliers to ship to us on CHEP pallets on a one-way basis. The CHEP program reduces the overall Supply Chain costs by increasing efficiencies. CHEP pallets are readily available to be delivered when you need them. CHEP eliminates the administrative need for pallet balance tracking, purchasing, inspecting, and quality control activities with their one-way pallet program.

#### **Pallet requirements for HHSL:**

- The use of CHEP is mandatory.
  - Other pallet requirements must be communicated and approved. Contact information is listed at the end of this section. Pallet size requirements are 40" wide x 48" long, with opening on 40" side.
- All pallets must be in good condition.
- Broken pallets will be not accepted.
- Total pallet height should not exceed 42". Pallet height is measured from the floor to the top layer of product.
- Cross-dock shipments to our Dealers are an exception. The total pallet height should never exceed 96."
- Product overhang is not acceptable on the front or back of the pallet.
- Product overhang is acceptable on the sides of the pallet. This overhang should not exceed 4 inches per side.
- Pallets containing multiple products must be consolidated into unique layers, with the largest product quantity on the bottom, graduating to the smallest quantity on the top layer. Layering of the same product must be grouped together on successive layers.
- Product must be shrink-wrapped securely to avoid shifting during transit. Plastic or metal banding may also be required on extremely heavy or unstable product in order to secure product to the pallet.
- Bagged goods require a corrugated bottom and top sheet with corner protectors.
- HHSL item numbers are required on all packing slips.
- POs for each **D**ealer **S**upport **C**entre (*DSC*) must be separated.
- If PO quantities are greater than <sup>1</sup>/<sub>2</sub> pallet do not consolidate multiple POs for the same DSC on the same pallet.
- If PO quantities are less than <sup>1</sup>/<sub>2</sub> pallet consolidate multiple POs for the same DSC on the same pallet.
- A pre-approved appointment is required for all deliveries.

Please contact the appropriate Dealer Support Centre for appointments and questions

DSC	Phone	Email	CHEP Account #
St. Jacobs	519-664-4967 direct line	<u>stj.receiving@homehardware.ca</u>	6155010350
Debert	902-662-2800 ext. 2229	<u>deb.receiving@homehardware.ca</u>	6141010350
Wetaskiwin	780-352-1984 ext. 119	<u>wet.receiving@homehardware.ca</u>	6198010340



## 9.4 Shipping / Routing Instructions

Routing instructions are provided multiple ways: by PO, by routing letter or by being an on boarded Supplier for the Transportation Management System (*TMS*).

HHSL's "Traffic & Inbound Logistics" department will contact Suppliers for onboarding setup when a Supplier is deemed a candidate for the TMS.



# 10 HHSL Supplier Compliance Policies

The core objective of the HHSL compliance program is not to collect fines but to encourage proactive communication, positive behaviour changes and process improvement with our Supplier partners. By measuring, tracking and reporting on key metric performances, HHSL can proactively work with Suppliers to improve service levels, and can implement a fair and consistent consequence management program.

On each non-compliance issue, HHSL investigates the information available to ensure its validity. We notify the Supplier of these non-compliance issues outlining the actions required to correct the problem and any costs that may apply for doing so. Penalties may apply on continued repeat offences. All charges will be deducted from our next payment to the Supplier.

## 10.1 Core Carrier 100% Accuracy Compliance Objectives

Routing instructions are provided multiple ways and compliance to instructions must be adhered to 100%. Routing can be on the Purchase Order, by routing letter or through the Transportation Management System (*TMS*).

Not complying will result in a non-compliance fine.

## **10.2** Purchase Order Acceptance

Suppliers have six (6) calendar days from date of submission to accept or reject a Purchase Order. The maximum time a Purchase Order can be in rejected status is seven (7) days. Any response falling outside of that window, or a failure to respond will result in the Supplier being considered non-compliant and will be subject to a \$250 fine. Please contact issuer of P.O. for concerns or issues.

# **10.3 On-Time Shipments Compliance Objectives**

All Purchase Orders have a ship date and orders are to be "ready for shipment" by that date. North American Orders shipped outside of the window of seven (7) days prior and two (2) days after the requested ship date will be considered non-compliant.

Collect Import Orders shipped outside the window of seven (7) days prior and seven (7) days after the requested ship date will be considered non-compliant.

Shipment Non-Compliance fees will be 10% of the Purchase Order value. Please contact issuer of P.O. for concerns or issues.

# 10.4 Advance Shipping Notice Accuracy / Invoice Matching

The Advance Shipping Notice is compared against goods received. Any differences between quantity and/or cost will be considered a non-compliant event and subject to a \$250 fine per invoice.



# **10.5 GTIN and Barcode Compliance**

As a Supplier to HHSL, you are responsible for the accuracy and completeness of the GTIN and Barcode information you provide. Please review our objectives and compliance management details below.

## **10.5.1** GTIN and Barcode Compliance Objectives

- Ensure all items sold to HHSL contain GTIN codes on all levels of item packaging.
- Ensure all items shipped to the HHSL Dealer Support Centres or directly to Home Dealers have accurate and scannable barcodes on three (3) levels of packaging hierarchy.
- Achieve a 95% first pass read rate at retail point-of-sale.
- Ensure all GTIN and Barcode data on the items we purchase follow the GS1 System of Standards.

### **10.5.2** Compliance Management

- Home Suppliers are required to verify the consumer unit of all their new and existing items have been assigned GTIN and Barcode data as per GS1 standards.
- Home Suppliers must perform ongoing quality checks of product packaging containing barcodes and any barcode labels that may be affixed to packaging.
- Home Suppliers must communicate their Product Code contact's name, phone number and email address to *SupplierCompliance@homehardware.ca*.
- HHSL requires sixty (60) days notice of any GTIN changes prior to shipment. Should product be received containing a barcode not registering in HHSL systems due to non-communication of such barcode data, our minimum administrative charge for rectifying this problem is \$250.00.
- The administration fee for a UPC and Carton GTIN non-compliant labeling issue is \$1,000.00.
- ♦ A repeat issue of non-compliance will initiate communication between our "Supplier Compliance Department" and the Supplier Product Code contact to discuss processes in order to prevent further occurrences. If continued repeat offences occur, a decision to apply penalties up to \$5,000 per occurrence, and/or a review with the Merchandise Manager of the Supplier's ongoing business status with HHSL, will be made.
- When items are received in a non-compliant manner, HHSL will work with Suppliers to find the most appropriate means of correcting that inventory. Costs incurred by HHSL for such correction will be compensated for by the Supplier at a cost of materials plus an hourly rework charge based on \$100 per hour. A one-hour minimum charge will apply. Any such charges will be deducted from our next payment to the Supplier.
- Miss-shipped items any shipments delivered to HHSL with incorrect product, non-approved substitution of an item, or product labeled for another retailer. Product will be returned or disposed of at the discretion of the Supplier. There will be a charge of \$250.00 assessed for such occurrences.
- Shipment of products to HHSL will be interpreted as an agreement on behalf of the Supplier to pay any fines assessed as a result of non-compliance with this policy.
- HHSL holds the right to withhold payment on shipments of product that are not in conformance with our barcode standards.



# **10.6** Table of Common Fines

Policy	Fine per Purchase Order (Unless Otherwise Noted)
Purchase Order Acceptance	\$250
On-Time Shipments	10% of Purchase Order Value
Advance Shipping Notice / Invoice Matching Accuracy	\$250 per Invoice
UPC Barcode Relabeling	\$1,000 + \$100 per hour
Case GTIN Issue	\$1,000
Fail to Notify a UPC Change	\$250
Mis-shipped Items (Returned)	\$250

Below is a table of common fines that were outlined above.

## **10.7** Non-Compliance Dispute Procedure

Home Hardware will review disputes if the proper supporting documents are provided. If approved, the deducted amount will be credited back to the Supplier's account. Please follow the procedure below:

#### Do not inquire to other Home Hardware departments or contacts.

Email disputes to: <u>SupplierCompliance@homehardware.ca</u>.

#### The following information is required for all disputes:

- Subject line to include "Supplier Number, Supplier Name Compliance Dispute."
- Non-Compliance event reference number assigned by Home Hardware as provided on the Non-Compliance detail report.
- Reason for the dispute.
- Supporting documentation for the dispute.

Home Hardware has 30 days to review and respond to the dispute.

All disputes must be made within 180 days of the infraction. No disputes older than 180 days will be considered.



# **11** Supplier Guide Glossary of Terms

Please see the Supplier Guide Support Document <u>*Glossary of Terms*</u> for a listing of all terms used within the Supplier Guide and all support documents.