



Supplier Guide

MAIN GUIDE





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SUPPLIER GUIDE

1 Introduction and Overview

Founded in 1964 in St. Jacobs, Ontario, Home Hardware Stores Limited is proudly Canadian and the country's largest Dealer-owned and operated home improvement retailer with more than 1,000 stores operating under the Home Hardware, Home Building Centre, Home Hardware Building Centre and Home Furniture banners. The Home Hardware Dealer network improves life at home by providing superior home improvement retail experiences through helpful advice and a deep understanding of the communities they serve. Home Hardware Stores Limited is designated as one of Canada's Best Managed Companies and recognized as one of Canada's Best Employers.

Through our network, Dealer-Owners have access to thousands of quality, brand-name and Private Brand products, a state-of-the-art distribution system and extensive marketing and training programs.

Locally owned. Genuinely Canadian. 🍁





1.1 Mission Statement and Goals

Home Hardware

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

Mission – To serve communities, through our strong, independent Dealer network, by providing superior home improvement experiences, helpful advice, competitive prices, and quality products.

Our Supplier relationships are critical to fulfilling our Mission and we appreciate that we have so many Supplier-Partners 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 customers know they can count on Home to provide quality products as well as helpful advice. This is an unbeatable combination that ensures customer satisfaction and brand loyalty. 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 regional Distribution Centres located strategically across Canada. Home Hardware's four banners, Home Hardware, Home Hardware Building Centre, Home Building Centre and Home Furniture ensure our customers have the product they want, when they want it and how 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 [Supplier Guide](#), or by going to the bottom of the home page of HomeHardware.ca under the "Supplier Guide" link.

As a current/prospective Home Supplier, you have been given a copy/access to this Supplier Guide which provides details about the requirements to do business with HHSL. 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 our 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 Team Members 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 Supplier's 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 because 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 Senior Leadership.

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. Under no circumstance should samples be sent to an employee's personal address. 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 Team Members, 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, please contact us in confidence through one of the following Ethical Concerns and Wrongdoing channels:

Email: ethicalconcerns@homehardware.ca

Mail:

Private and Confidential
Corporate HR Manager
Home Hardware Stores Limited
34 Henry St. W.
St. Jacobs, ON
N0B 2N0
Telephone: 1-866-462-5352

HHSL will take reasonable efforts to investigate all reports in a prompt and confidential manner.



1.4 Home Supplier Code of Business Conduct

HHSL, its affiliates, divisions, and subsidiaries are committed to conducting business in a responsible manner consistent with our vision to be Canada's **most** trusted and preferred home improvement experience. We recognize the importance of operating ethically, sustainably and responsibly and strive to maintain the trust we foster in the communities we operate and customers we serve.

This section details the ethical and environmental standards HHSL expects of all suppliers with whom we maintain a relationship with. Suppliers' use of sub-suppliers or contractors will be bound by the same standards as set out below. HHSL will not knowingly maintain relationships with suppliers who do not meet the following standards:

- ◆ **Compliance with Laws.** Suppliers will comply with all applicable laws, rules, and regulations, including internationally recognized human rights standards.
- ◆ **Labour Standards.** Working hours must not exceed the maximum hours set by local law, except where appropriate overtime compensation is provided. Regular compensation must reflect at least the minimum wage and benefits required by local law, including necessary leave privileges.
- ◆ **Health and Safety.** Suppliers will provide safe and healthy working environments with appropriate working conditions, personal protective equipment, and training and awareness.
- ◆ **Forced Labour.** Suppliers are prohibited from using forced, bonded, indentured, trafficked, slave or prison labour.
- ◆ **Child Labour.** Suppliers are prohibited from using child labour, as defined by local law, and in no case may employ anyone under the age of 14 years old.
- ◆ **Discrimination.** Suppliers will not discriminate against employees on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, faith, political opinion, sex, sexual orientation, family status, disability, or any other protected ground.
- ◆ **Environmental.** Suppliers will comply with applicable environmental laws and regulations and will seek to minimize environmental impacts and adopt sustainable operational practices. Supplier will not use any materials, chemicals, or other products that are prohibited under applicable environmental laws and regulations.
- ◆ **Privacy and Confidentiality.** Suppliers that have access to HHSL private and confidential information may only use it for the purpose(s) for which it was shared, and it will not be distributed to any other parties without HHSL's written consent. All HHSL private and confidential information will remain protected and secured with appropriate technical, physical and administrative measures.



Section 1- Introduction and Overview

HHSL reserves the right to assess and monitor Suppliers' compliance with these standards and may request confirmation or assurance of sub-suppliers or sub-contractors' compliance with these standards. Upon request, Suppliers will allow HHSL and/or a representative access to its facilities and records within a reasonable timeframe.

Failure to comply with the above standards or an audit request will result in remedial action up to termination of the relationship.

Suppliers will provide timely notification to HHSL of any material changes, including a change to their factory or manufacturing locations, the use of sub-contractors and any identified or perceived violations of these standards. Reports can be made through the HHSL business contact, or through the Ethical Concerns and Wrongdoing channels as detailed in section 1.3 Business Ethics Policy.



1.5 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.

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 recognize 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.

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 Operations Manager. In advance, thank you for your interest and support of the Alliance Members.



2. Supplier Introduction to Home Hardware Stores Limited

As a potential HHSL Supplier, you will have the opportunity to access 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 making the first step towards a potential partnership with HHSL.

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 VP, Corporate Finance and Treasurer:

“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 [Dun & Bradstreet - Accelerate Growth and Improve Business Performance](#) We will supply a one-page credit update which lists some key contacts and references.”

2.1.1 Invoicing Requirements

HHSL. requires all merchandise Suppliers to submit invoices electronically through HHSL either by EDI or email. No Paper invoices are accepted.

In order to pay Suppliers promptly, HHSL. requires that all invoices contain:

- ◆ Bill that displays our name and address as well as AP vendor number specific to your company
- ◆ Ship to reads where the product was shipped. If shipped to a Home Hardware retail store this must contain their specific store number.
- ◆ List a unique, clear invoice number
- ◆ Invoice Date
- ◆ Ship Date
- ◆ How goods were shipped
- ◆ Purchase order number
- ◆ Payment Terms
- ◆ Currency
- ◆ GST/HST number
- ◆ Correct tax to be shown on a separate line matching where the product was shipped
- ◆ Product purchased details, including quantities



- ◆ Pretax amount
- ◆ Grand Total (total of tax and pretax amount)

If any of this information is incorrect or missing from the invoice, this will cause delays in payment, a creation for a chargeback or a request for a signed proof of delivery.

Payments for invoices that have due dates that fall on a weekend, will be generated the next business day.

Statements: HHSL pays by invoice and not statement. Do not attach invoices to monthly statements. Supplier statements are not reconciled on a monthly basis but are reviewed when time permits.

Account Inquiries: Please direct to ap@homehardware.ca

Supporting Documentation: Back up request for deductions taken on a payment can be emailed to: ap@homehardware.ca. Please include the payment document on which the deduction was made.

Remit to Address Changes: Requests to change remit to address information must be submitted to the Vendor Maintenance team by an authorized representative of Supplier.

It can be emailed to vendor.maintenance@homehardware.ca

2.2 Supplier Profile

Upon 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 not 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. Any incorrect data or failure to inform HHSL of any changes that impacts the flow of goods between the supplier and HHSL may be subject to fines.

2.3 Supplier 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 remedy 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 becomes 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 monetary 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 it 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, N0B 2N0. A photocopy/fax of valid insurance certificate must be appended. A current 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: For the purposes of this Section, HHSL shall include directors, officers, employees, contractors, shareholders, and employees of shareholders of Home Hardware Stores Limited. 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 damage, but only to the proportionate extent of Supplier and Supplier'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 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 non-performance 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 3rd 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 3rd 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 agrees to retain all documentation relating to the Supplier 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) and supporting documentation to support cost increase

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 is 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 signed “Supplier Agreement” (see section 4.2 Supplier Agreement (All Suppliers)) from your company.

3.1 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.

3.2 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 our Distribution Centres and stores, in the event of a quality control issue?

For Private Brand quality assurance specific details, please refer to [Home Hardware Stores Supplier Private Brands Quality Assurance Manual](#)



3.3 Product of Canada and Made in Canada Claims

Home Hardware highlights "Product of Canada" and "Made in Canada" items in stores and online. When setting up new items in the HHSL system, suppliers will be asked to identify if the items qualify to make either a "Product of Canada" or "Made in Canada" claim based on the Canadian Food Inspection Agency (CFIA) (in the case of food products) or the Competition Bureau (for non-food products) guidelines.

Suppliers are expected to understand the country of origin for their products and if their products qualify for either a "Product of Canada" or "Made in Canada" claim. Suppliers are required to notify their HHSL Merchandise Manager immediately if there are any changes to a product's design or sourcing that impacts either a "Product of Canada" or "Made in Canada" claim. Suppliers are encouraged to consult legal counsel and with the CFIA and/or the Competition Bureau, as appropriate.

Applicable fines may be levied by HHSL on to suppliers upon the discovery of any false or misleading "Product of Canada" or "Made in Canada" claims a supplier has made to HHSL. Suppliers are responsible for any fines incurred by HHSL for any false or misleading "Product of Canada" or "Made in Canada" claims levied by the Competition Bureau or the CFIA.

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 you provide the following price quotations when submitting your program:

North American:

- ◆ Cost with Prepaid Freight to each of our Distribution 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).

Offshore:

- ◆ Cost FOB a HHSL authorized port. Supplier is responsible for all in-land freight charges.



3.6 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.

3.7 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. Effective with all cases of price decreases, Suppliers are also required to assess the total inventory held in all the HHSL Distribution Centres and extend price protection for the on-hand inventory exposure. It is essential that the current inventory is included in all calculations related to cost reductions to ensure that all stock is accurately accounted for, and that pricing remains consistent across all channels. Price protection amounts will be deducted from our next payment to the Supplier.

Price Increases - HHSL requires a minimum 90-day notice of any price increases and supporting documentation to support the increase to be initiated. While price increases are being reviewed, the purchase order and supply of goods processes must continue without interruptions. 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. Communication will be made with the Supplier regarding 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 as negotiated.



4 Business Agreement Information

Please find a list of Business Agreements below. Some are mandatory while others are optional. 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 annually. 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. [See Section 2.3 Insurance.](#)

4.2 Supplier Agreement (All Suppliers)

It is **mandatory** that all Suppliers submit a Supplier 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 Agreement is not completed. The form is to be completed and returned to the Merchandise Manager. The form may not be altered in any way. If the completed Supplier Agreement is not returned on or before HHSL's first order of product, then the Supplier Agreement shall be deemed accepted by the Supplier.

4.3 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.

Product samples are required if requested.

Listing new product into the HHSL assortment does not ensure that the product will reach the retail shelf, and ultimately be sold to consumers. HHSL works in a "Pull" model with our stores. Our supplier partners are expected to work with HHSL to help adopt their product and programs to HH Stores. All Supplier proposals must include a plan that ensures placement of product into our member stores.

There are several programs we have designed to specifically "launch" new programs to our members. Contact your Merchandise Manager for complete details about these opportunities.



5 General Business Requirements

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

5.1 Non-Compliance Generic Email Address

Supplier must provide a “generic” email address for non-compliance issues. (Compliance Contact)

The Compliance Contact is to be a single email address that reaches one or more key contacts within your organization. There are numerous notifications sent to this contact where applicable, many of which may result in non-compliance fees if not acted upon promptly. Examples of notifications include: Late Shipment/PO Warning letters, ASN Issues, UPC/Case GTIN Issues, COI reminders and monthly Compliance Invoices with Detail Reports where applicable.

A group email helps to mitigate the effect of personnel changes and simplifies the communication process. This required email could be created by your company.

A group email helps to mitigate the effect of personnel changes and simplifies the communication process. Where a group email is not possible, please note that the Compliance Contact is responsible to distribute notifications to the appropriate people within your organization.

5.2 Items

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.

5.2.1 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. Reach out to your Merchandise Manager if there are any questions. Any incorrect data on the item profile that impedes the flow of goods between you as the supplier and HHSL may be subject to fines (see section 9.5)

If you require a more detailed explanation on topics such as item identification, please refer to the following sections.

5.2.1.1 Bilingual Requirements

Home Hardware Stores Limited has stores in 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. It is mandatory that within the Item Profile the “Features and Benefits” and “Marketing Copy” be completed in both languages. Translation of “Features and Benefits” and/or “Marketing Copy” will be overseen by HHSL where both English and French versions are not provided or not sufficient, and the supplier will be charged a \$250.00 administration fee plus any third party translation service costs incurred by HHSL. For specific item packaging



bilingual requirements, please refer to section [7.1.2 Bilingual Packaging Requirements](#).

5.2.1.2 GTIN and Barcode Requirements

Please refer to the [Barcode Guidelines](#) for details.

5.2.1.3 Package Measurement & Weight Rules

Please refer to the [Measurement and Weight Guidelines](#) for details.

5.2.2 Product Detail Page Style Guide

When listing an item with Home Hardware Stores Limited, you are expected to adhere to all aspects of our Product Detail Page Style Guide. This Guide includes our guidelines for product details, product overview, product specifications, mandatory media types and all recommended media types.

[Product Detail Page Style Guide](#)

5.3 Discontinued Items

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 Distribution Centres (DCs). 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.

To support product turnover to create room for new products and Supplier programs, your Merchandise Manager may negotiate components such as coordinated buy backs, markdowns, or a sell-through program for discontinued merchandise into your buying agreement.

5.4 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:

WERCSmart Registration

Home Hardware is a participating retailer in WERCSmart for managing Safety Data Sheets and chemical formula registration. If you are an active Home Hardware vendor, please update your product registrations to ensure all in-scope products are assigned to Home Hardware. If you are a new supplier registering products on behalf of Home Hardware, UL Onboarding Specialists will be in contact to introduce you to WERCSmart and guide you through the steps of registering.



Product Safety:

- ◆ Provision of a current Safety Data Sheet, in English and French for a chemical product or any other product requiring the same (prior to the provision of a purchase order) as may be specified by HHSL or an authorized independent agent contracted by HHSL.
- ◆ Provision of any other merchandise information regarding environmental, chemical or occupational health and safety, as required by a Law or Standard, or as may be specified by HHSL or an authorized independent agent contracted by 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. Notification of product defects or recalls should be communicated to HHSL in a timely manner.
- ◆ Ensure chemical products are labelled according to CCCR (*Consumer Chemicals and Containers Regulations*) Products labeled with WHMIS labelling will not be accepted.
- ◆ Ensure all products are compliant with the National Fire Code as required.

5.4.1 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/products, then NO environmental handling fees shall be invoiced for Distribution Centre shipments.
- ◆ Under ALL circumstances the Supplier shall remain responsible for all stewardship costs/ environmental handling fees related to direct store shipments.
- ◆ Cooperation with HHSL in the implementation of product and packaging stewardship programs mandated by law or standard, which may include funding for stewardship programs, providing packaging components and weights upon request, 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 or packaging information that HHSL requires to meet all reporting requirements of any Law or Standard.
- ◆ 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.

5.4.2 Environmental Protection Compliance

The Supplier guarantees that all the current products and any future products supplied to HHSL will comply with the relevant Canadian regulations regarding prohibited materials and chemicals. This includes but is not limited to, the requirements set forth in the Canadian Environmental Protection Act and any other equivalent or applicable legislation. The Supplier agrees to immediately notify HHSL if the products fail to comply with any applicable Canadian legislation and provide details of the non-compliance including specifics on non-complying substances or parts and products containing the same.

Relevant documentation including test reports and/or a detailed letter of guarantee for non-complying items shall be provided to HHSL and/or its third-party testing service providers immediately upon request.

5.5 Item / Packaging Modifications

It is extremely important for HHSL to receive item modification details, as 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 Vendor Part Number. 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.

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

5.6 Item Pricing

Pricing related topics are covered in [section 3 Presenting Your Program to Home](#). See the following topics for additional details: [section 3.5 Quoting Costs](#), [section 3.6 Retail Price Analysis](#), [section 3.7 Price Guarantees and Notice of Price Changes](#). If you have any questions, please contact your HHSL Merchandise Manager.



5.7 Item Testing and Defective Product

HHSL may require testing of your product(s) for quality assurance and product performance. If you do not already have the testing results available or if the provided test reports are not acceptable, our Quality Assurance (QA) team may initiate the required testing. This will be communicated to you prior to any testing taking place. All the applicable findings from the testing must be addressed through a Corrective and Preventive Action (CAPA) plan in collaboration with our QA team. HHSL reserves the right to discontinue or reject a product with critical failures that put customer safety and brand reputation at risk. If HHSL has the testing completed on your behalf, you will be responsible for reimbursing HHSL for all costs associated with testing. For Private Brand quality assurance specific details, please refer to [Home Hardware Stores Supplier Private Brands Quality Assurance Manual](#)

The Supplier acknowledges and agrees that Home Hardware Stores Limited will be entitled to a credit for all defective product purchased from the Supplier. The Supplier agrees to allow Home Hardware Stores Limited to deduct an agreed percentage from payment of each invoice submitted by the Supplier to offset defective product costs. If a defective product allowance does not cover the total costs associated with defective products, Home Hardware Stores Limited will be entitled to deduct any remaining differences from Supplier's future invoices or bill the Supplier directly, at HHSL's option. In situations where defective product is returned to the Supplier for refund, the Supplier must pay all shipping costs as well as any associated handling and administration fees.

5.7.1 Best Before Dates

Suppliers are required to provide Merchandise Managers with the following:

- ◆ Applicable best before date, expiry date and/or date of manufacture format for proper tracking along with any special documents required to decipher the appropriate date (i.e. Julien calendar)
- ◆ Any changes or updates to BBD/expiry/ date of MFG formatting must be communicated to the Merchandise Manager in advance of shipping with the new format or subject to penalty/fines

All items with an expiry date and/or BBD must arrive to our Distribution Centers with 80% of their shelf life remaining or a minimum of 6 months prior to expiry. Items with less than 6 months total shelf life require 90% of their shelf life remaining. All shipments received with less than this, will be rejected and returned to supplier at their expense. Suppliers with reoccurring dating issues will be fined. Seasonal items can be reviewed with Merchandise Manager if there are exceptions such as sell through rates allowing product to sell through well before expiry. Any specialized products requiring alternative dating requirement must be approved in writing by their HHSL Merchandise Manager prior to shipping.

5.8 Private Brand Packaging

HHSL maintains high graphical standards for Private Brand packaging. Colour standards, and design standards including font usage, text placement, logo size and placement, product verbiage, etc. must meet applicable brand standards.

All new Private Brand packaging design work as well as any updates must be executed by Home Hardware's Private Brand Department. All required assets (dylines, copy deck, print specifications) are to be provided to the Private Brands Coordinator for packaging execution. Final production files will be



provided to the Supplier. The files are not to be manipulated under any circumstances. Any changes necessary after final file release are to be communicated to and executed by the Private Brand Department. Packaging print samples must be provided for approval prior to mass production print. All Private Brand packaging development costs and print samples must be paid for by the Supplier. Any deficiencies and inferior printed packaging may warrant monetary compensation or reprinting at the supplier's cost.

Suppliers must notify the Private Brand Department 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.

5.8.1 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, merchandising and planograms.

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.

5.8.2 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 must be completed prior to any shipments (direct to stores or to any HHSL warehouses).

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)

5.9 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 Regulations (CCCR) requirements according to national and international governmental regulations. If the cargo includes explosives, chemicals or other products that are covered by [Transportation of Dangerous Goods Regulations](#) and/or the [CCCR Regulations](#), 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 (Federal & International) 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, including Limited Quantities & Lithium Batteries 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.

5.10 Special Orders

Special Orders allow Home Hardware Dealers, and their customers to access products that are available but not part of the standard product assortment a Supplier has setup with HHSL. Special Orders may go direct from a Supplier to a store, or they may be relayed through one of HHSL’s Distribution Centres. Suppliers must have a current COI to do special order business through HHSL.

To support Special Order business with Home Hardware Dealers, please work with your Merchandise Manager to provide the following information:

- ◆ Contact Information – For all inquiries, pricing, availability, lead time, placing orders, follow up regarding any issues.
- ◆ Price Lists or Order Portal Information – Costing in CAD or USD.
- ◆ Order minimum requirements, including prepaid minimums.
- ◆ FOB – where product is shipping from, if different from Distribution Centre orders.
- ◆ Provide freight quotes when possible.
- ◆ Returns Policy – Outline any cost or limitations to returning a Special Order to Supplier.

NOTE: At this time, HHSL is unable to send POs initiated by the Special Orders department via EDI. These will need to be handled via email through the Supplier’s Order Desk.



6 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 DC orders only. Required for Stock DC 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 Distribution Centre Suppliers. Inbound from Suppliers.
- ◆ **Invoice (810)** - The EDI Invoice would be a representation of your existing paper invoices. This includes all Distribution Centre and direct to store shipments made to a HHSL location. Required for Stock Distribution Centre and Direct to Store Suppliers. Inbound from Suppliers.

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

6.1 Purchase Order Management

This is an overview of the life cycle of a **Purchase Order (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 Distribution Centre 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 Supplier's 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. www.commport.com/HomeHardwareEDI.

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.



6.2 Pending Supplier Acceptance (PSA) 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) calendar days early will be subject to a Non-Compliance fee. Transportation arrangements will need to be planned for in ADVANCE of this date for all prepaid and collect orders.
- ◆ Changes made to requested ship dates after the PO has been accepted is subject to an administrative fee. See Section [9.2 On-Time Shipments and Fill Rates Compliance Objectives](#) for further details. It is the responsibility of the supplier to be aware of supply chain disruptions internally and globally to plan accordingly wherever possible.
- ◆ 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 [section 6.4 Advance Shipping Notice \(ASN\) \(EDI 856\)](#).

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 ship date changes AFTER an 855 Acceptance has been received will be subject to a non-compliance review and a minimum \$250 fee. * not applicable to collect import orders.

6.3 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 Distribution Centres. By having advance notice of shipping delays, we will be able to accurately adjust our forecasts. See also [section 6.2 Pending Supplier Acceptance \(PVA\) Process Guide](#).

6.4 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 be created and sent within the hour that the order leaves your facility so that all ASNs will arrive in advance of the order arriving at the intended facility. This enables Home Hardware to be as prepared as possible when your product arrives at our DCs. **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 [section 7.2.2 Serialized Shipping Container Code \(SSCC-18\) Labelling](#).



6.5 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 N0B 2N0

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

Dealer Name
Dealer Address
Dealer Store No. #####-#

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)

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.

6.6 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 (accountsreceivable@homehardware.ca) at the Dealer Support Centre in St. Jacobs, Ontario to verify the Membership of the Home Dealer with us. When billing HHSL, please ensure purchase order and correct store numbers are on each invoice.



7 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.

7.1 Packaging Standards

Our goal is to ensure that product moves from your facility to our Dealers' 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.

7.1.1 Each of 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 Brand packaging information can be found by referring to [section 5.8 Private Brand Packaging](#).
- ◆ 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.

7.1.2 Bilingual Packaging Requirements

- ◆ All consumer unit packaging, whether it is part of the HH Private Brand 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 and be available under the same terms as any other language on products, their containers and wrappings, and documents or objects supplied with them, including directions and warranties.
- ◆ Any generic or descriptive terms included within a recognized trademark must be translated in French on the product itself, or medium permanently attached to it. Generic or descriptive terms do not apply to the name of the product as sold or the name of the enterprise. Please see the 'Happy Teeth' diagram below to demonstrate permissible use of generic or descriptive terms in recognized trademarks.
- ◆ You are responsible for any fines incurred by HHSL for non-compliance with the *Charter of the*



French Language.



7.1.3 GTIN and Barcode Requirements

Please refer to the [Barcode Guidelines](#) support document for details.

7.1.4 Package Measurement & Weight Rules

Please refer to the [Measurement and Weight Guidelines](#) support document for details.

7.1.5 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



7.2 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 the proper logistics labels 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. Questions related to SSCC label requirements should be directed to hhedi@homehardware.ca

7.2.1 Carton Marking Instructions - Non-North American Suppliers Only

PLEASE NOTE: The following carton markings **are in addition to** the required SSCC labelling as outlined in: [section 7.2.2 Serialized Shipping Container Code \(SSCC-18\) Labelling](#).

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 Distribution Centre; “S” being St. Jacobs, “D” being Debert and “W” being Wetaskiwin).

A minimum of the following fields needs 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.*



PO #	N311S12345
HH Item #	1234-567
Desc	WIDGIT, BLACK 4"
Model #	WBLK4 Qty /
UOM	10 / EA# of
Carton	1 of 3
Barcode	 1 06 14141 99999 3

Where possible, the size of this Carton Marking must be at least 12" x 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

7.2.2 Serialized Shipping Container Code (SSCC-18) Labelling

HHSL requires all shipping containers, for example stretch wrapped pallets, loose cartons, or mixed re-packed 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 4" x 6" 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 [Barcode Guidelines](#) support document.
- ◆ 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: [Barcoding Basics for General Distribution and Logistic Units \(gs1ca.org\)](#)



7.2.2.1 GS1 Logistics (SSCC) Label Examples

Please see the following page(s) for examples of GS1 Logistic Labels for both “Distribution 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 +/-0.2 inch.

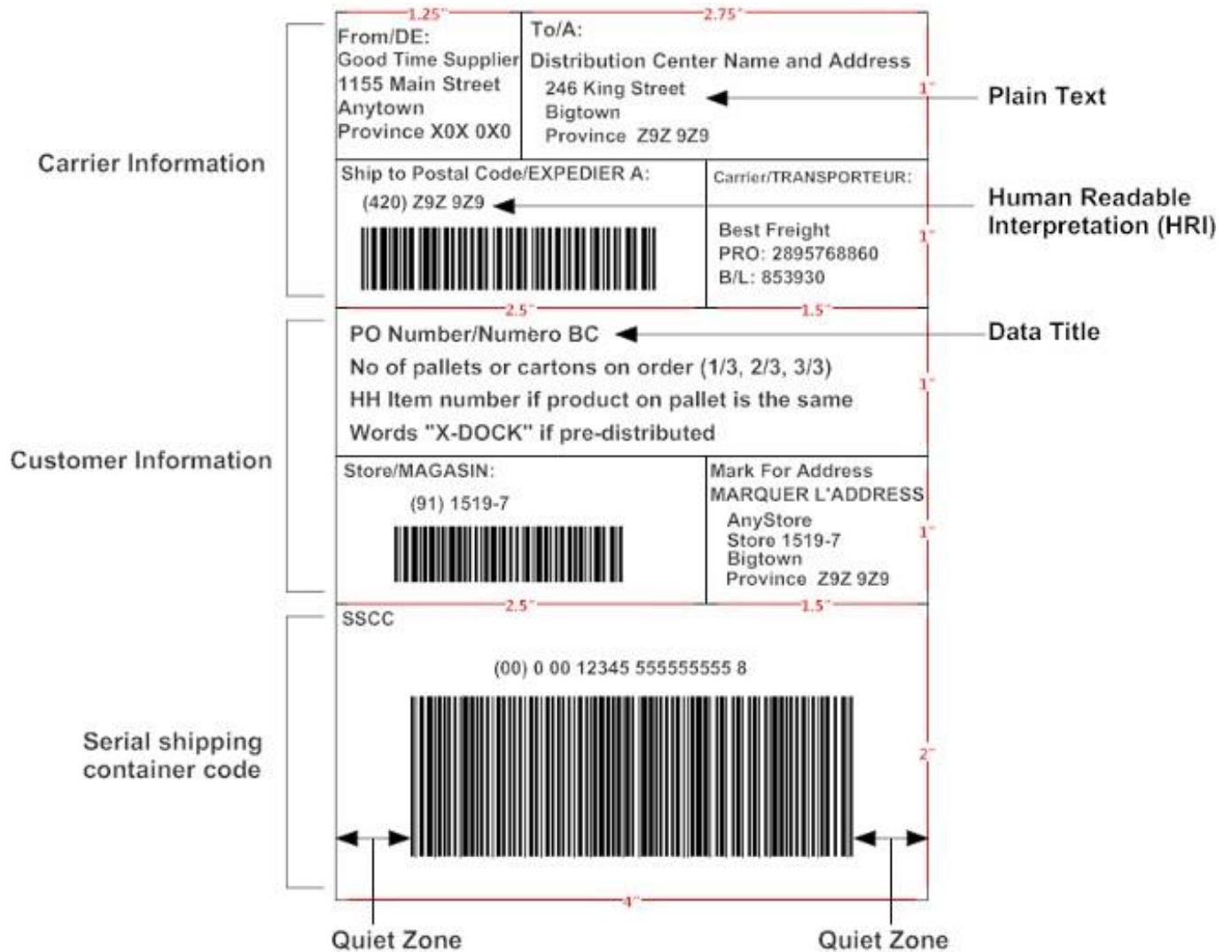
Questions related to SSCC label requirements should be directed to hhedi@homehardware.ca

Mandatory Information for Distribution Centre Purchase Orders





Mandatory Information for X-Dock Store Ready Pallet or Special POs





8 Incoming Shipments

8.1 Carrier Requirements

All drivers that deliver to any HHSL Distribution Centre (St. Jacobs, Debert or Wetaskiwin) must comply with our PPE yard requirements. All drivers must have a vest and CSA approved safety boots. In the event your company driver or common carrier driver is found to be out of compliance, you will be notified and driver will not be allowed back on our premises.

In addition to PPE requirements above, all drivers must be ready to present all required paperwork and a copy of their driver’s license at the gate.

8.2 Shipping / Routing Instructions

Routing instructions are provided on each PO. If routing specifies “Vendor Portal Routing” , Shipper/ Vendor must comply with TMS Guidelines which can be accessed by navigating to [supplier-guide - Home Hardware](#) and selecting Transportation Management System (TMS) Guidelines – Domestic for shipments from Canada or Transportation Management System (TMS) Guidelines – US for shipments from the United States. If you have any questions or concerns, for Canadian shipments please contact us at tms@homehardware.ca or 519-664-4751 x2. For shipments out of the United States please contact us at tmsimport@homehardware.ca or 519-664-4751 x3.

Offshore shipments are to ship on a Seaway Bill, if you have any questions or concerns, please contact HHocean@homehardware.ca, (519) 664-4751 x4

8.3 Pallet Requirements

- ◆ HHSL supports the CHEP pallet pooling program and requires 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.
- ◆ When transferring CHEP pallets via the CHEP portal from your Supplier account to a Home Hardware Distribution Centre location, the Distribution PO # needs to be recorded in “Reference” field. For direct shipments to store the PO # needs to be recorded in “Reference” field and the applicable store number needs recorded in “Other Reference” field. Any EDI/FTP reported transactions may require an update to your system.

REFERENCE

OTHER REFERENCE

Pallet requirements for HHSL:

- ◆ The use of CHEP is mandatory.
- ◆ Other pallet requirements must be communicated and approved. Contact information is listed at the



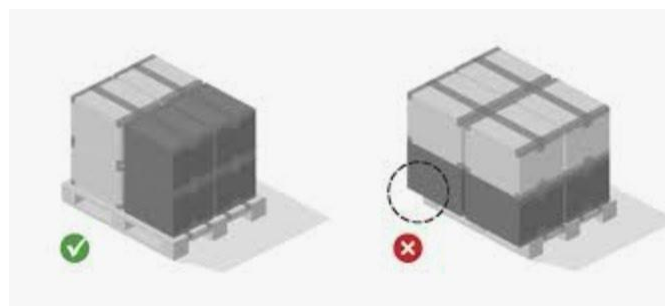
end of this section. Pallet size requirements are 40" wide x 48" long, with opening on 40" side.

- ◆ All pallets must be in good condition. Broken pallets will be not accepted.
- ◆ Pallet height is measured from the floor to the top layer of product. Ideal warehouse rack-ready pallet height is 42 inches. Total pallet height should not exceed 96 inches, or 8 feet in total height.
- ◆ Product overhang is not acceptable on the front or back of the pallet. (see examples below)
- ◆ 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 Distribution Centre must be separated.
- ◆ If PO quantities are greater than ½ pallet do not consolidate multiple POs for the same DC on the same pallet.
- ◆ If PO quantities are less than ½ pallet consolidate multiple POs for the same DC on the same pallet.
- ◆ A fine up to \$1500 may be applied to each non-compliant PO.
- ◆ 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	stj.receiving@homehardware.ca	6155010350
Debert	902-662-2800 ext. 2229	deb.receiving@homehardware.ca	6141010350
Wetaskiwin	780-352-1984 ext. 119	wet.receiving@homehardware.ca	6198010340

Product Overhang is unacceptable

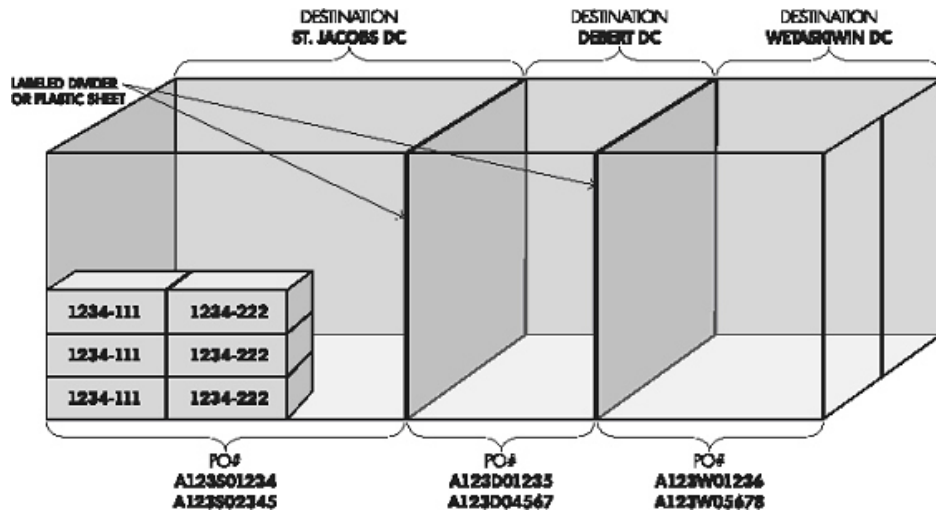




8.4 Ocean Container Loading

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 Distribution Centres. All items with the same SKU number should be loaded together inside the container, by DC.



8.5 Slip Sheet Requirements

All appliances and/or bulkier products (items that do not fit on a standard 40x48 CHEP pallet without overhang or exceed 50lbs in weight) that are shipped to HHSL and are not on a CHEP pallet must have a slip sheet under each items ti-hi quantity or pallet weight capacity.

Applicable Fines:

- ◆ A fine of \$1,500 may be applied for each non-compliant PO on the trailer if merchandise is not in compliance with slip sheet requirements.





8.6 Unsatisfactory Domestic Loads (Originating Within North America)

The Supplier must ensure that goods are loaded properly and safely in a trailer. Often times when products are not loaded properly (i.e. incorrect TI-HI), there is a risk that the products will be damaged during transport. More important however, it poses a safety concern for whoever eventually has to unload the product from the trailer.

Load quality and product integrity requirements include (but are not limited to) the following:

- ◆ Product must not excessively overhang off CHEP pallets. The maximum allowable overhang is 1” on either side of the shortest side of the pallet.
- ◆ Products must be loaded securely so that they do not fall over during transport or during the unloading process.
 - Correct TI-HI must be maintained for stable loads
- ◆ Product should not arrive in a damaged state.
- ◆ Product should not arrive on non CHEP pallets.
- ◆ Loads should not pose a safety risk to the unloaders. Some examples include:
 - Nails sticking out of pallets
 - Unsafe stacking heights of products
 - Heavy products leaning against the trailer that risk falling over when the doors are opened.

Applicable Fines: If merchandise is not safety loaded and/or arrives damaged at its destination:

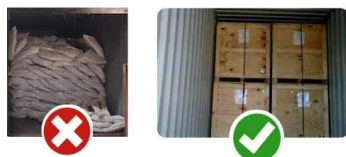
- ◆ A fine up to \$1,500 may be applied for each PO on the trailer.
- ◆ A recovery charge of \$100 per hour could be applied to cover labour and equipment required to bring load quality and product integrity into compliance.
- ◆ Loads must arrive secured and organized for ease of unloading. In the event a load arrives to any Distribution Centre (St. Jacobs, Debert or Wetaskiwin) that requires additional rework (i.e. re-palletizing to a CHEP pallet, sorting of damaged freight, etc...) a non-compliance fine up to \$1,500/trailer could be applied.

8.7 Unsatisfactory Offshore Loads (Originating Outside of North America)

The Supplier must ensure that goods are loaded properly and safely in a trailer. Often times when products are not loaded properly there is a risk that the products will be damaged during transport. More important however, it poses a safety concern for whoever eventually has to unload the product from the trailer.

Load quality and product integrity requirements include (but are not limited to) the following:

- ◆ Products must be loaded securely so that they do not fall over during transport or during the unloading process.
- ◆ Product should not arrive in a damaged state
- ◆ Loose product should be loaded in a crate and not floor loaded (see example below):





- ◆ Loads should not pose a safety risk to the unloaders. Some examples include:
 - Nails sticking out of pallets/wooden crates
 - Metal crates with sharp edges
 - Unsafe stacking heights of products
 - Heavy products leaning against the trailer that risk falling over when the doors are opened

Applicable Fines: If merchandise is not safety loaded and/or arrives damaged at its destination:

- ◆ A fine of \$1,500 may be applied for each PO on the trailer
- ◆ A recovery charge of \$100 per hour will be applied to cover labour and equipment required to bring load quality and product integrity into compliance.

8.8 Inbound Compliance Requirements

8.8.1 Inadequate Shipping Documentation

- ◆ The Supplier must ensure that all required shipping documentation arrives with the load. The following documentation is required:
- ◆ Packing Slip Requirements: packing slips must accompany all shipments and must include the HH SKU numbers.
- ◆ Bill of Lading Requirements: A bill of lading must accompany all shipments and include the shipping weights and pallet count.
- ◆ An electronic ASN must be available when the shipment arrives.

Applicable Fines or Penalty: If proper documentation does not arrive with the load at the time of delivery:

- ◆ Load may be refused and sent back to Supplier at the Supplier's cost
- ◆ A recovery charge of \$500 will be applied to cover the administration work required to track down the proper documentation from the Supplier.

8.8.2 Late/Early/No Show for an Appointment

When delivering shipments, Suppliers or their carriers are required to book a delivery appointment with the Distribution Centre (St. Jacobs, Debent, Wetaskiwin) on or before the PO due date. If the Supplier delivers their freight after the PO due date, this will be considered a late delivery. If the shipment does not arrive on the delivery appointment day, this will be considered a late delivery.

Each trailer arriving requires a dedicated appointment number.

Applicable Fines or Penalty: Any late deliveries will result in the following:

- ◆ A late fee of 5% of the value of the PO up to a maximum of \$5,000/late PO.



8.8.3 Complete PO

All products on the PO must be delivered on the same day in and in one truck. If there are too many products and they cannot fit in a single truck or if the delivery can't be made on the requested date, the Supplier must contact the Home Hardware Distribution Centre (St. Jacobs, Debert, Wetaskiwin) and create a new PO# for each additional truck.

Applicable Fines or Penalty: Any late deliveries will result in the following:

- ◆ A late fee of 5% of the value of the PO up to a maximum of \$5,000/late PO.

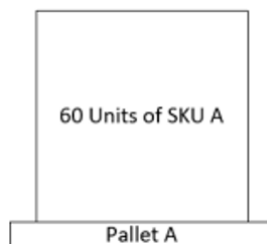
8.8.4 SKU Splitting

Each SKU in a PO must be shipped on its own pallet and must not be packed on different pallets, unless the quantity requested is too large and requires it. Example 1 below covers this scenario. However, if the SKU quantity ordered is very low (i.e. 5 units of SKU A and 6 units of SKU B) those SKUs can be shipped on the same pallet provided they are sorted into different sections on the pallet and not mixed together.

Example 1: Assume that that a PO contains 60 units of SKU A. A pallet can fit 60 units of SKU A (in compliance with TI-HI). An example of non-compliance for this requirement would be if 30 units of SKU A arrived on Pallet A and 30 units arrived on Pallet B as shown below:



The correct way this product should have been loaded is as follows:



However, if 80 units of SKU A were ordered, then it would be in compliance if 60 units were put on Pallet A and 20 units on Pallet B, as the quantity ordered was too large to fit on a single pallet.

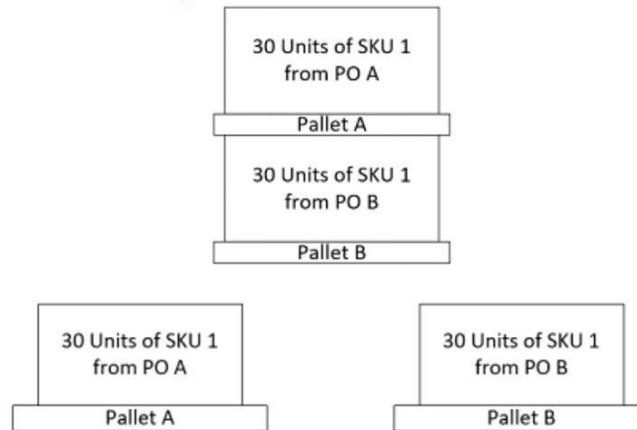
Applicable Fines or Penalty: Any non-compliance in relation to SKU splitting:

- ◆ A fine of \$500 may be applied for each SKU that is non-compliant on the load.

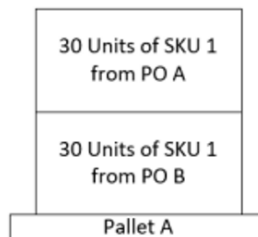
If 2 or more POs are shipped in the same trailer because unit quantities allowed it, SKUs from those POs should not be mixed on the same pallet. See Example 2 below.



Example 2: Assume that 2 POs are shipped in the same trailer because the unit quantities allowed it. PO A contains 30 units of SKU 1 and PO B also contains 30 units of SKU 1. The units should be shipped on separate pallets as per the diagrams below.



What should not be done is mixing SKUs from different POs on the same pallet, even of those SKUs are the same. See diagram below.



Applicable Fines or Penalty: Any non-compliance in relation to SKU splitting:

- ◆ A fine of \$500 may be applied for each SKU that is non-compliant on the load.

8.9 Returned Goods

See Section [9.6 Table of Common Fines](#)

Any differences between quantity and/or cost will be considered a non-compliant event and will be subject to a non-compliant fee per invoice. Please note: repeat offenders could be subject to increased fines based on the amount of times shipments are returned.

All Suppliers must take back any non-compliant, defective, damaged product or with a manufacturing defect, at the Supplier's expense (including transport and handling charges). In the event that Suppliers do not take back a product, the Supplier will reimburse all related fees paid by HHSL to dispose of the product and will be charged. If a Return Authorization is not provided within 5 business days, HHSL has the right to donate the product and deduct the value from the Supplier's account



9 HHSL Supplier Compliance Policies

The core objective of the HHSL compliance program is not to collect fines but to encourage proactive communication, positive changes and process improvement with our Supplier-Partners by measuring, tracking, and reporting on key performance metrics, HHSL can proactively work with Suppliers to improve service levels and can implement a fair and consistent Supplier compliance 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. Fines may be issued on continued non-compliance issues. All charges will be deducted from our next payment to the Supplier.

9.1 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) calendar 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 fee. Please contact issuer of P.O. for concerns or issues.

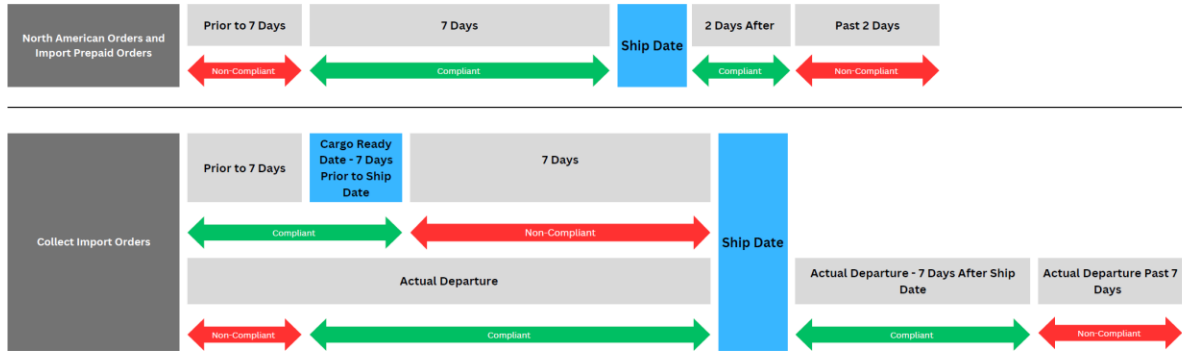
9.2 On-Time Shipments & Fill Rate Compliance Objectives

All Purchase Orders have a requested PO ship date.

- ◆ All North American Orders and Import Prepaid orders shipped outside of the window of seven (7) calendar days prior and two (2) calendar days after the requested ship date are considered non-compliant.
- ◆ Domestic Pre-paid orders shipped prior to seven (7) calendar days of the ship date are considered non-compliant and will incur an Early Sent ASN fee.
- ◆ Collect Import Orders must have cargo ready (Cargo Ready Date, CRD) no less than 7 days prior to requested PO Ship Date. Shipments with an Actual Departure (ATD) outside the window of seven (7) calendar days prior and seven (7) calendar days after the requested ship date are considered non-compliant.
- ◆ Non-Compliance fees on late shipments will be 10% of the Purchase Order value. Late ASNs and Early Sent ASNs will incur a \$250 non-compliance fee. Refer to section 6.3 Advance Shipping Notice (ASN) (EDI 856) for ASN timing requirements.
- ◆ HHSL's required Fill Rate threshold is 95%. Non-Compliance fee on any purchase order that does not meet the fill rate threshold will be subject to a fine of 10% of the value of units not received.



Shipment Compliance Timelines



9.3 Advance Shipping Notice Accuracy / Invoice Matching

The Advance Shipping Notice (ASN) is compared against goods received. Any differences between quantity and/or cost will be considered a non-compliant event and subject to a \$250 fee per invoice. No credit will be given for overages or substitutions received.

9.4 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.



9.5 Shipment Compliance Requirements / Management

- ◆ On first receipt of new items, an audit will take place to ensure accuracy of the item details provided by the supplier on the new item profile. Any discrepancies in weight, size, colour, etc. will incur a \$250.00 administration fee to correct.
- ◆ HHSL requires Suppliers to verify that all levels of item packaging have been assigned GTIN and Barcode data as per GS1 standards.
- ◆ HHSL requires Suppliers to perform ongoing quality checks of product packaging containing barcodes and any barcode labels that may be affixed to packaging coming from third party suppliers.
- ◆ It is the responsibility of the Supplier to 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 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 communicate to the Supplier the most effective means of correcting that inventory. Relabeling and/or rework will be charged at \$100 per hour, with a minimum of 1 hour applied. Any such charges will be deducted from our next payment to the Supplier.
- ◆ Mis-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 an administration charge of \$250.00 and a fine of up to \$1000.00 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 standard

**9.6 Table of Common Fines**

Policy	Fine per Purchase Order (Unless Otherwise Noted)
Purchase Order Acceptance	\$250
On-Time Shipments	10% of Purchase Order Value
Late Advance Shipping Notice	\$250
Advance Shipping Notice Accuracy	\$250
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 Stock	\$250 admin fee + Fine up to \$1000
New Item French language quality	\$250 admin fee + costs
Non Bilingual Packaging	\$250 admin fee + Fine up to \$1000
Non-Chep Pallets	A fine of \$1,500 may be applied for each non-compliant PO on the trailer
Ship Date Revision	Minimum \$250 admin fee
Slip Sheet Non-Compliance	A fine of \$1,500 may be applied per PO
Unsatisfactory Loads	a fine of up to \$1,500 will be applied per PO plus an additional \$100 per hour re-work fee
Inbound Appointment Non-Compliance	Fine of 5% of the value of the PO up to a maximum of \$5,000/late PO.
Inbound SKU Splitting	A fine of \$500 may be applied for each sku that is non-compliant
Fill Rate Less than 95%	A fine of 10% of the value of units not received
Improper Shipping Documentation	\$500
Shipment Splitting	Fine of 5% of the value of the PO up to a maximum of \$5,000/late PO.
Data Quality (Supplier/Item)	\$250 admin fee



9.7 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 procedures below: Do not inquire to other Home Hardware departments or contacts.

Email disputes to: SupplierCompliance@homehardware.ca.

Short Shipment Disputes

In the event of a short shipment, Home Hardware sends you a Shortage notification. If you want to dispute the discrepancy, you have 14 days from the date the Form is sent to provide proof of delivery or proof of pick-up. If you do provide proof (e.g., signed BOL), Home Hardware will investigate the shortage again, and will decide if the discrepancy is valid. If you do not provide adequate proof, Home Hardware considers the discrepancy to be correct, and you have no further recourse.

Other Non-Compliance Disputes

All other disputes must be made within 180 days of the infraction. Disputes older than 180 days will not be considered.

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

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.