

WILKO RETAIL LIMITED
Requirements for Drop Ship Vendor

These Requirements are supplemental to Wilko Retail Limited's Standard Terms and Conditions under which all purchases by Wilko Retail Limited are made. By supplying Wilko you agree to those terms and the requirements set out in this document.

1 Interpretation

In these Requirements:

Customer	means the customer of Wilko
Goods	means the goods (including any installment of the goods or any part of them) described in the Order
Order	means Wilko's order, whether in electronic form via an electronic document interchange or otherwise
Portal	means the online stock portal which Suppliers are required to access and update the levels of the Goods that they have available for Order which in turn shows availability on the Website
Supplier	means the entity which accepts Wilko's Order
Website	means Wilko's website www.wilko.com .
Wilko	means Wilko Retail Limited (company number 365335) whose registered office is at JK House, Roebuck Way, Manton Wood, Worksop, S80 3EG

2 Ordering Process

- 2.1 Orders by the Customer on the Website will be accumulated and released twice per day at 10.30am and 2.30pm.
- 2.2 Orders will be transmitted within a .csv attachment to an e-mail address specified by the Supplier, when EDI is implemented the Supplier will receive orders via EDI. Only one email address will be accepted.
- 2.3 It is the responsibility of the Supplier to create an Order that is accurate in relation to the information contained within the .csv file sent by Wilko.
- 2.4 If the Supplier is unable to fulfil an item on an Order or a whole Order for any reason, Wilko require that the Supplier communicate this to the email address as set out in clause 2.5 below as soon as they become aware and in any event, before the end of that working day the Order file is received so Wilko can contact the Customer. (Refer to delivery service Requirements section below)
- 2.5 Notification must be sent to teamleaders@wilko.com. **Note: replies to the address supplying the .csv file are not monitored.**

3 Product Management

- 3.1 Wilko will remain responsible for all product data and imagery on the Website. The Supplier is responsible for supplying accurate data and imagery when required to do so. Any incorrect imagery supplied resulting in service recovery cost will be claimed by Wilko from the Supplier.
- 3.2 The Supplier should identify accurate Goods cost and delivery prices. Once Goods are live, these prices should not change unless a notification period of 3 months is provided to Wilko in writing. Failure to do so may result in non payment of any differentials.
- 3.3 Range Reviews - It is the responsibility of the Supplier to identify any key range review periods in advance so that resource can be scheduled to maintain an effective Customer offer throughout the trading year.

- 3.4 Wilko does not support back-ordering. It is therefore critical that all Orders created can be fulfilled within the agreed timescales - if for any reason they cannot be fulfilled, Wilko should be emailed at teamleaders@wilko.com with full details at the end of the working day the Order file is received so Wilko can contact the Customer.
- 3.5 It is the responsibility of the Supplier to ensure that the stock quantities available for sale on the Website are an accurate reflection of the physical stock available to order. A suitable "Ring Fencing" operation should be established to ensure this is achieved.
- 3.6 The Supplier is responsible for keeping the Portal accurate. **Suppliers who continually fail to fulfil this requirement will be recharged the loss of profit from cancelled Customer orders.**
- 3.7 Suppliers are expected to achieve a Goods availability KPI of 98%. Wilko is required to be notified of any issues that may arise that will result in availability falling below this level.

4 Invoicing

- 4.1 All Suppliers will be required to successfully complete the supplier set up form to ensure integration between Suppliers and the Wilko SAP system. This form needs returning to Wilko (relevant buyer contact) along with Supplier bank details on letter headed paper. Wilko will then provide the Supplier with a link to complete a New Article Form which requires information in relation to the Goods you will provide to Wilko.
 - 4.2 Any invoices for Goods or delivery charges which relate to fulfilled Orders which occurred more than 3 months from the date of invoice will not be paid and the Supplier will have waived any right to recovery of such sums.
 - 4.3 Invoicing is required on a per Order basis for goods on EDI unless agreed otherwise. Charges for carriage will be via email and consolidated..
 - 4.4 An Excel file is to be provided via e-mail to internetfinance@wilko.com with order/item/invoice/cost-price details to allow for auditing and signoff of invoices. A template will be provided to illustrate this. The email is required to simplify the checking of invoices for faulty returned products, cancelled orders and pricing of carriage
 - 4.5 Wilko promise - Wilko pay for the collection charge or ask the Customer to return Goods to store. Collection charges must be reasonable and agreed with Wilko. Wilko must adhere to the 14 day returns policy as required by relevant law as a minimum.
 - 4.6 Wilko require all Suppliers to undertake collections. Wilko will only cover costs of collection over the 14 days returns period. This is to allow Wilko to fulfil its legal obligations to the Customer.
 - 4.7 All invoices must have the "5" purchase order number on them. **Invoices will not be paid without this information.**
 - 4.8 Payment terms are in accordance with Wilko Retail Limited's standard terms and conditions.
 - 4.9 The Supplier will charge for delivery in accordance with terms you have negotiated with your Wilko buyer.
 - 4.10 All rebates will be the same as for core products and turnover will contribute to year end rebates.
- ## 5 Customer Service
- 5.1 The sole responsibility for contact with the Customer will remain with Wilko unless otherwise agreed.

- 5.2 The Customer contact details must be displayed on any paperwork enclosed in the Order despatched from the Supplier
- 5.3 The Supplier is required to nominate an internal employee who should be responsible for customer service to Wilko. Wilko require a telephone number and email address that will be answered within 1 hour. The phone and email should be manned between 8am - 6pm Mon - Fri and 8am - 12pm Sat (if the courier delivers on a Saturday Wilko expects to be able to contact the Supplier).
- 5.4 The Supplier must provide an emergency contact number for out of hours assistance.
- 5.5 Suppliers are to contact Wilko via email teamleaders@wilko.com and direct line.
- 5.6 Responses to emails need to provide full reasoning. Emails should not simply state "being dealt with", "we are looking into it" or similar. These do not help Wilko with responses to the Customer.
- 5.7 A Wilko query must respond to the email address it was sent from.
- 5.8 The Supplier is required to identify an escalation procedure to be followed by the Wilko Contact Centre should it be required.
- 5.9 Queries from the Wilko Contact Centre will be sent to the Supplier via email - these should be replied to within 1 hour maximum in accordance with clause 5.3 so Wilko can respond to the Customer.

6 Delivery requirements

- 6.1 Couriers - where the Supplier is operating with their own courier, responsibility for the performance of that courier will remain with the Supplier. The Supplier may become liable for any service recovery costs in relation to non performance of the Courier. The Supplier owns the courier relationship.
- 6.2 Delivery timescales must be within 4 working days for standard deliveries and 7 working days for awkward deliveries (including day of Order if placed before 2pm). This will be monitored by the Wilko Contact Centre.
- 6.3 The Supplier may become liable for any service recovery costs in relation to complaints raised for deliveries received outside this KPI.
- 6.4 Awkward deliveries are those deemed to be so due to size/weight or retail cost, or if direct Customer booking is required by the delivery courier.
- 6.5 Delivery notification to the Customer is required through SMS and this must take place prior to delivery and day of delivery.
- 6.6 URL link to tracking on courier website to be provided at end of every day to following email address: - enquires@wilko.com
- 6.7 This information will be uploaded to the Website each morning so Customers and the Contact Centre can track Orders and reduce contact where possible.
- 6.8 The Order should be packaged in such a way as to not allow damage to the item(s) during transit with your specified courier. It is the Suppliers responsibility to decide the amount of packaging.

- 6.9 The Supplier will remain responsible for all damages or faulty items identified to Wilko by the Customer after receipt of delivery. Offending Goods should be replaced promptly within a reasonable timescale agreed with Wilko. The Supplier will be liable for any service recovery costs should the replacement not be received within the agreed time.
- 6.10 If a delivery fails, Wilko require the delivery to be reattempted twice with no additional cost to Wilko. Unsuccessful deliveries are to be advised to Wilko through the Team Leader inbox.
- 6.11 Any delivery exception either pre or post delivery need to be notified via the Team Leader inbox.
- 6.12 Late deliveries service level for Suppliers will be monitored. If this falls below an acceptable standard the Supplier shall become liable for the service recovery cost.
- 6.13 Delivery charges for extremity post codes - Wilko need to be made aware of all postcodes that a Supplier's courier class as an extremity. Wilko must also be made aware of where the Supplier they doesn't deliver to ie Northern Ireland. Wilko's expectation is that all deliveries to a UK Mainland address will not be classed as an extremity location. Wilko not accept extremity delivery charges for UK Mainland postcodes.

7 Returns

- 7.1 The Supplier is required to comply with the Wilko returns procedure.
- 7.2 If it is agreed that Goods are returned back to the Supplier the following requirements need to be met:-
 - 7.2.1 Wilko Contact Centre will send a collection request via email to the email address provided for customer queries
 - 7.2.2 Wilko Contact Centre require the ability to request a day for collection.
 - 7.2.3 Confirmation of collection required within 1 hour of request being sent.
 - 7.2.4 Confirmation of return and reason to be confirmed back to the Wilko Contact Centre by responding to the collection request email.

8 Faulty Products

If our Customer identifies that their Goods are faulty the following will take place:-

- 8.1 Wilko will issue a full refund for the product and delivery charge. This should happen no later than 24 hours from the point of the confirmation of collection.
- 8.2 The Supplier is required to arrange collection of the Goods at the earliest time agreeable to the Customer or to authorise for the Customer to dispose.
- 8.3 On receipt of the returned product Wilko should be credited the full value of the Goods plus delivery costs. enquires@wilko.com should be advised so that the Customer can be refunded.
- 8.4 The Supplier is required to absorb the cost of collecting the Goods in this instance. It shall not be recharged to Wilko.

9 Spare parts and part request.

- 9.1 In some instances to achieve a quick resolution and outstanding service Wilko may request parts to be sent where applicable upon Customer request. Wilko expect these to be dispatched within 48 hours.

9.2 If this is due to failure in the service the Supplier has provided, Wilko will not accept charges for parts or delivery charges applicable to resolution.