

KITWAVE FOODSERVICE DIVISION

SUPPLIER CHARTER

ISSUE 29



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1. INTRODUCTION

This agreement covers the key commercial terms between Kitwave Foodservice Division and the supplier. All agreements are made with Kitwave Foodservice Division, a division of Kitwave Group. This includes Creed Foodservice, Total Foodservice, Westcountry Foodservice, and any future foodservice businesses acquired by Kitwave Group. References to “Kitwave” or “the Buyer” include all such entities.

The purpose of the **Kitwave Foodservice Division Supplier Charter** is to encourage best practice in supply chain procedures by its chosen Suppliers and their nominated third-party distributor(s) in the key areas of Service, product safety, product quality, cost, and sustainability to drive supply chain and purchasing synergies that aim to benefit all parties.

We are confident that our total commitment to environmental social governance (ESG) together with our business strategy of continuous improvement will push the boundaries of social responsibility and environmental management within the Kitwave Foodservice Division.

All Suppliers will be reviewed annually by our Buying and Technical Departments ensuring they have suitable Liability Insurance cover, continue to hold a GFSI (global food safety initiative) recognised accreditation or maintain the controls that were agreed upon initial supplier approval and their products listed by Kitwave Foodservice Division comply with our own Food Safety Standards Manual.

Kitwave Foodservice Division will keep track of supplier's product authenticity. We will undertake documented product and service fraud assessments of the potential risks of adulteration or substitution products. This will be done at head office level by the Inventory and Buying departments as sites have no influence over choice of suppliers, no further action is deemed necessary. Vulnerability assessments will be carried out using tools such as Threat Assessment Critical Control Points (VACCP & TACCP).

By contracting Kitwave Foodservice Division to provide, you are agreeing in full to the content and the need to adhere to all relevant points.

Likewise, by supplying product to Kitwave Foodservice Division, you are agreeing in full to the content and then need to adhere to all relevant points contained within this Charter.

2. CONTACTS

INVENTORY & SUPPLY CHAIN			
NAME	POSITION	EMAIL	CONTACT NO.
Martin Wrigley	Head of Supply Chain Planning	MartinWrigley@creedfoodservice.co.uk	01452 858621
Nicola Warner	Inventory Team	nicolawarner@creedfoodservice.co.uk	01452 715658
Nikki Pointing	Inventory Team	nikkipointing@creedfoodservice.co.uk	01452 715657
Ashleigh Raybould	Inventory Team	ashleighraybould@creedfoodservice.co.uk	01452 715659
Elisha Chambers	Inventory Team	elishachambers@creedfoodservice.co.uk	01452 442164
Nigel Bibby	Inventory Team	nigel.bibby@totalfoodservice.co.uk	01904 650488
Sarah Monk	Inventory Team	sarah.monk@westcountry.co.uk	01626 833366
Martin Wade	Inventory Team	Martin.wade@totalfoodservice.co.uk	
Rory Kelly	Inventory Team	Rory.Kelly@totalfoodservice.co.uk	

STAVERTON / ASHVILLE DEPOT			
NAME	POSITION	EMAIL	CONTACT NO.
Stan Earnshaw	Warehouse Manager	stanearnshaw@creedfoodservice.co.uk	01452 715889
Aaron McGuigan	Ashville Supervisor	aaronmcguigan@creedfoodservice.co.uk	01452 858680
BUTCHERY			
NAME	POSITION	EMAIL	CONTACT NO.
Nic Veale	Butchery Manager	nicveale@creedfoodservice.co.uk	01452 858195
Rachael Martin	Butchery Supervisor	rachaelmartin@creedfoodservice.co.uk	01452 442644
ILKESTON DEPOT			
NAME	POSITION	EMAIL	CONTACT NO.
Lisa Pickering	Goods In Clerk	lisapickering@creedfoodservice.co.uk	08454 020063
Debra Dawson	Warehouse Operative	debradawson@creedfoodservice.co.uk	08454 020063
Steve Doolan	Dayshift Manager	stevedoolan@creedfoodservice.co.uk	08454 020063
HIGH WYCOMBE DEPOT			
NAME	POSITION	EMAIL	CONTACT NO.
Lisa Pickering	Goods In Clerk	lisapickering@creedfoodservice.co.uk	08454 020063
Debra Dawson	Warehouse	debradawson@creedfoodservice.co.uk	08454 020063
Ashley Anderson	Warehouse Manager	ashleyanderson@creedfoodservice.co.uk	01452 442643
YORK DEPOT			
NAME	POSITION	EMAIL	CONTACT NO.
Alfie Traynor	Regional Operations Manager	Alfie.traynor@totalfoodservice.co.uk	01904 655 368
CLITHEROE DEPOT			
NAME	POSITION	EMAIL	CONTACT NO.
Alfie Traynor	Regional Operations Manager	Alfie.traynor@totalfoodservice.co.uk	01904 655 368
FALMOUTH DEPOT			
NAME	POSITION	EMAIL	CONTACT NO.
Andy Vercoe	Operations Director	Andy.vercoe@westcountry.co.uk	01326 372304
Marc Tressider	Depot Manager	Marc@westcountry.co.uk	01326 372304
NEWTON ABBOT			
NAME	POSITION	EMAIL	CONTACT NO.
Chris Blowers	Operations Director	Chris.blowers@westcountry.co.uk	01626 833366
John Bewick	Goods In Supervisor	John.bewick@westcountry.co.uk	01626 833366
St Austell			
NAME	POSITION	EMAIL	CONTACT NO.
Simon Bullock	Depot Manager	simon.bullock@westcountry.co.uk	01326 372304
Andy Howes	Goods In Manager	andy.howes@westcountry.co.uk	01326 372304
FINANCE – ACCOUNTS PAYABLE			
NAME	POSITION	EMAIL	CONTACT NO.
Sam Lewis	Accounts Payable – TFS/CFS	accounts@creedfoodservice.co.uk	01452 857555
Hannah Sampson	Accounts Payable – TFS/CFS	accounts@creedfoodservice.co.uk	01452 857555
Elaine Grant	Account Payable - WCFS	elaine.grant@westcountry.co.uk	01626 833 366
Buying			
NAME	POSITION	EMAIL	CONTACT NO.
Jordan Haynes	Category Manager - Ambient	jordanhaynes@creedfoodservice.co.uk	01452 442199
Gavin Jones	Head of Buying	gavinjones@creedfoodservice.co.uk	01452 858616
Alice Grant	Buyer – Frozen	alicegrant@creedfoodservice.co.uk	
Max Deamer	Buyer - Grocery	maxdeamer@creedfoodservice.co.uk	01452 442193
Matt Dockrey	Buyer – Chilled	matt.dockery@westcountry.co.uk	
TECHNICAL			
NAME	POSITION	EMAIL	CONTACT NO.
Patrick Nayler	Director of Operations – South	patricknayler@creedfoodservice.co.uk	07775667008

Chelsea Collingwood Technical Manager
Jade Kennerell Technical Co-Ordinator

chelseacollingwood@creedfoodservice.co.uk
jadekennerell@creedfoodservice.co.uk

07483952082
01452 442191

3. DISTRIBUTION CENTRES

Ambient, & Butchery

STAVERTON, CHELTENHAM, GLOUCESTERSHIRE

Herrick Way,
Staverton Technology Park
Cheltenham Road
Staverton
GL51 6TQ

Frozen, Chill, Fruit & Vegetables

ASHVILLE, CHELTENHAM, GLOUCESTERSHIRE

Unit 600-700,
Commerce Road,
Ashville Business Park
Cheltenham Road East
Staverton
GL2 9QJ

Frozen, Chill, Fruit & Vegetables

TOTAL FOODSERVICE

Derwent Valley Estate
Common Road
Dunnington
York
YO19 5PD

Frozen, Chill, Fruit & Vegetables

TOTAL FOODSERVICE

Ribble Valley Enterprise Park
North Road
Barrow
Clitheroe
BB7 9QZ

WEST COUNTRY FOODSERVICE

St. Austell Bay Business Park,
Par Moor Rd,
Saint Austell
PL25 3RF

Hub - Ambient, Frozen & Chill

ILKESTON, DERBYSHIRE

Manners Industrial Estate, Manners Avenue
Ilkeston
Derbyshire
DE7 8EF

Frozen, Ambient & Chill

HIGH WYCOMBE, BUCKINGHAMSHIRE

Wooburn Industrial Park,
Thomas Road,
Wooburn Green,
HP10 0PE

WEST COUNTRY FOODSERVICE

The Distribution Centre
Higher Argal
Budock
Falmouth
Cornwall
TR11 5PE

WEST COUNTRY FOODSERVICE

Unit 1-3
Ugbrooke Business Park
Kingsteignton
Newton Abbot
TQ12 3RX



4. DIRECTIONS & OPENING TIMES

Directions & opening times to all our depots can be found on our company websites

<https://about.creedfoodservice.co.uk/delivery-logistics/>

[Depots - WestCountry](#)

[Our Depots - Total Foodservice](#)

5. PURCHASE ORDER PROCESS

5.1. Procedure

All Purchase orders will be placed via the Inventory department. Any queries relating to the Purchase orders must be discussed with this team.

5.2. Method

Purchase orders will be generated via email or any methods that are appropriate and mutually agreed between us and our approved suppliers. We require confirmation of receipt of the purchase order. This confirmation is required on the same day and must be in a format that includes line level detail, delivery date, and PO number. The confirmation can be sent by email to the relevant email address:

- inventory@creedfoodservice.co.uk
- Purchaseorders@westcountry.co.uk
- stockadmin@totalfoodservice.co.uk

5.3. Format & Source

Purchase orders are generated by our inventory system either daily or on set days across the week, dependent on stock requirements at the individual distribution centre. They are calculated considering projected stock levels, sales, lead-times, order rounding units and safety stocks. order will provide suppliers with an official purchase order number. The unique purchase order number must always be quoted when liaising with Kitwave Foodservice Division. The distribution centres are unable to accept any product that is not accompanied by our unique purchase order number.

5.4. Purchase Order Confirmation

Receipt of all purchase orders is considered as constituting a legally binding contract to supply within the timescales specified, and an acceptance of Kitwave Foodservice Divisions standard terms for the transaction. If supply is not possible the Inventory Department must be informed by 4pm on the day of order receipt. Please advise of any price discrepancies within 48 hours of receipt of this order to the relevant above email address, failure to do so will result in any claims being rejected.

5.5. Purchase Order Amendment

The quantity requested on the purchase order must be the quantity delivered. Any alterations to the quantity must be communicated to the Kitwave Foodservice Division Inventory departments by 4pm on the day of order receipt.

Suppliers shall use all reasonable endeavours to deliver each Purchase order in one instalment, but where this is not possible suppliers must contact Kitwave Inventory departments to agree a fulfilment date. Fines for regular failure to deliver OTIF will be implemented as well as a regular supplier scorecards shared on a monthly basis.

If any Purchase order needs amendment or to be split into separate consignments, this must be agreed with Kitwave Inventory department before the delivery is made. Where products are delivered by instalments, a separate purchase order will then be issued for each instalment. Suppliers must provide separate delivery documentation and invoices in respect of each instalment.

Any deliveries made that are over and above the stated requirements, the additional quantity of stock will be rejected. This applies to products that also do not contain a valid purchase order Number.

5.6. Delivery Lead Time

Suppliers must comply with the agreed lead time on all purchase orders that are raised by the Kitwave Foodservice Division. Failure to adhere to this will result in a service level non-conformance charge. The business expects suppliers to adhere to the minimum lead times to suit its business needs. **Unless otherwise agreed, delivery shall be within three working days of order, with a minimum of two delivery opportunities per week irrespective of depot.** Delivery shall be as stated on the purchase order as agreed. Any deviation must be communicated in writing within 24 hours of receipt

All lead times may be reviewed ongoing based on fluctuating demand, or seasonal peaks. All changes will be communicated in advance.

5.7. Emergency Purchase Orders Procedure

In exceptional circumstances it may be necessary for Kitwave Foodservice Division Inventory departments to place purchase orders that do not comply with the lead times above. This may be necessary as a direct result of a previous supply failure or un-forecasted levels of demand. In such circumstances the Inventory departments will liaise with suppliers to ensure the purchase order requirements can be met. Where a supplier agrees to fulfil an emergency purchase order, Kitwave Foodservice Division will not measure the supplier's service level in the normal manner.

5.8. Emergency Deliveries

If a supplier failure causes a direct shortage to a Kitwave Foodservice Division customer, then the supplier will be liable to pick up the full cost of recovery direct to outlet. This could involve direct deliveries by the supplier or nominated couriers and this will be directly invoiced to the supplier. We will endeavour to find the most cost-effective route to achieve this whilst maintaining our service level to customers.

5.9. Delivery Frequency

The Supplier is required to have the capability of delivering to all distribution centres at least twice per week. Kitwave Foodservice Division will work closely with the supplier to determine the most appropriate delivery frequency for each distribution centre.

Delivery frequency is also subject to change based on seasonal peaks, and demand changes

6. BOOKING IN PROCEDURE

All distribution centres operate a booking in schedule, detailing supplier booking times and references on a first-come-first-serve basis, to which all suppliers must adhere. Our booking line is generally open between the hours of 07:30 and 12:00.

On receipt of the purchase order from the Inventory department, suppliers should contact the relevant booking In team on 0845 4020063 or by email:

bookingsin@creedfoodservice.co.uk, Ilkeston, Staverton, High Wycombe depots.

goodsinyork@totalfoodservice.co.uk, York Depot.

goodsinclitheroe@totalfoodservice.co.uk, Clitheroe Depot

Purchaseorders@westcountry.co.uk, sales@westcountry.co.uk

except for **Staverton** frozen deliveries. Please contact the **Ashville** depot directly and obtain:

- A booking date (on or before delivery due date)
- A delivery time
- A booking reference number

The Kitwave Foodservice Division purchase order number must be quoted in all instances, so that Inventory teams are able to confirm the correct delivery details. The supplier will also be asked to confirm the number of full and split pallets being delivered. Once the supplier has been given the booking reference, this should be noted on all delivery paperwork and quoted by the driver on arrival at the distribution centre. All purchase orders must be booked in by 12:00 on the day prior to delivery.

If a supplier is using a haulier who delivers multiple purchase orders on the same vehicle, each individual purchase order must be booked through the standard booking in process. Failure to do this will result in the delivery of the un-booked purchase order(s) being reported as a 'failure to book in' delivery which are subject to a charge (see section 14).

Distribution centres may refuse any deliveries that do not have an agreed delivery appointment.

Suppliers with fixed booking in times are still required to confirm delivery, as per the above.

If a supplier experiences a problem booking in purchase orders with a distribution centre, the Inventory department should be informed.

Your delivery must be on site at least 15 minutes but no more than 30 minutes prior to your agreed booking in time. If your vehicle is delayed in transit, please contact the distribution centre to agree an alternative delivery time. Please note where no communication has been received a non-conformance charge will be added (see section 14). If the delivery arrives late, we will note the number of hours late on your delivery note for future reference.

Each purchase order must be subject to a separate booking in reference number from the distribution centre. Without this, the distribution centre reserves the right to reject the load.

7. DELIVERY

All products must satisfy the expected standards in the following areas:

- Safety
- Legality
- Quality
- Contractual Agreement

7.1 Distribution Centre Rules

All visitors to our Distribution Centres must comply with the site's specific Health & Safety rules. This includes all delivery personnel representing Suppliers whilst present on site at a Distribution Centre.

7.2 Delivery Points

Suppliers are required to have the capability to deliver to all the Kitwave Foodservice Division Distribution Centres. A list of current Distribution Centres with opening times is on the respective websites detailed in section 3 of the charter.

7.3 Third Party Hauliers

Suppliers that have chosen to use a third-party haulier must ensure that their personnel are responsible and aware of the contents of this Supplier Charter. Kitwave Foodservice Division will not differentiate between a third-party haulier and the appointed Supplier. Any haulier that is delivering on behalf of more than one Supplier must ensure that each Supplier's products are clearly identified and are on separate pallets and contain the necessary documentation. Kitwave Foodservice Division will hold both third party hauliers and Suppliers responsible for any damage caused by the haulier to our Distribution Centres.

Kitwave Foodservice Division will not accept responsibility and/or pay for any product quality issues relating to branded products, customer bespoke or nominated products.

All deliveries will be monitored and evaluated using the following criteria. If any deviation from the below is detected we may reject the delivery and charge for the goods. Please refer to sections below for further detail:

- 7.4 Minimum acceptable life
- 7.5 Product temperature
- 7.6 Product labelling
- 7.7 Barcodes
- 7.8 Quantities related to purchase order
- 7.9 Handling and storage
- 7.10 Delivery vehicle standards
- 7.11 Delivery documentation
- 7.12 Product quality
- 7.13 Load stability
- 7.14 Early/ late deliveries
- 7.15 Pallet requirements
- 7.16 Palletisation

7.4 Minimum Acceptable Life

Each product purchased by Kitwave Foodservice Division will have a minimum shelf-life threshold agreed prior to the first delivery. We require a minimum of 75% of total shelf life to be delivered into depot or 36 weeks if the products have a life of over a year¹. **This calculation is applied as standard unless previously agreed in writing with both our Inventory and buying departments.**

On arrival at the depot, the operational team will crosscheck the shelf life of each product against the information held on our inventory system. **Product could be rejected if the agreed minimum acceptable life is not achieved, and charges will be applied as per section 12/13.**

Kitwave Foodservice Division may agree to accept stock below the published minimum acceptable life to maintain availability to our customers. However, in such instances the business reserves the right to cross charge suppliers for any stock that later becomes unsaleable due to shelf-life expiry.

All stock within the Kitwave Foodservice Division depot networks are controlled on a FEFO basis (first expiry, first out). It is therefore imperative that finished goods stock is rotated in a similar fashion prior to delivery into our network. Kitwave Foodservice Division reserves the right to reject product delivered outside of strict date code rotation.

7.5 Temperature

Suppliers must ensure that the correct product temperature is always maintained throughout the chill chain to the point of delivery to Kitwave Foodservice Division. Product must be distributed and stored within the optimum temperature band and any product delivered outside these specified ranges will be subject to rejection. Any variance to these temperature requirements must be authorised in advance by the relevant Operations team within the business.

To comply with legislation, the temperature of all products must be monitored either continuously or at critical points within the supply cycle. Records of these temperatures must be made available to Kitwave Foodservice upon request. Failure to provide this will result in a claim for the affected stock.

If frozen or chilled product is accepted by Kitwave Foodservice Division, subject to our Director of Operations approval, at a temperature above that stated below, all costs associated with blast freezing, etc., will be payable by the Supplier.

¹ This will be taken from the shelf life provided on the Erudus specification or supplier branded specification at point of setup.

Grocery products are to be delivered at a temperature that does not adversely affect the product's quality. If a product is found to be above/below the required temperature it will be clearly marked and will not be permitted back into the depot on later deliveries.

Product receipt temperatures into KITWAVE network:

- Chilled goods must be between 0°C to +5°C
- Frozen goods must be -18°C or lower
- Unprepared Fruit & Vegetables* +2°C to +12°C (*Varies according to type)

Non-destructive methods will be used; however, if temperatures are outside the required criteria destructive methods will be used. If, following destructive testing, the temperatures are still outside the required criteria the product will be rejected and the KITWAVE Inventory Department will be advised.

7.6 Product Labelling

All labelling of cases must be legible, clear, concise, and indelible and shall be of adequate size to facilitate visual scanning and good handling practices. The label should be a minimum of 135mm X 70mm (similar in size to a mobile phone) and appear on at **least two sides** of the case for better picking. All Country Range Group branded product packaging must follow the Country Range packaging guidelines.

All food products delivered must be compliant to the Food Information for Consumers 2014. All product labelling must be in legible, clearly visible and in English.

Food Products

Mandatory

- Weight declaration of fixed weighted items
- Invoice only on fixed weight, not catch weight
- Name of product/product description
- Storage instructions
- Company Name and UK address
- Shelf Life
- Batch code
- Barcodes on the inner and outer packaging (must be GTIN standard)

To be detailed as per relevant legislation. Please note if not detailed on the label this information must be provided in formal specification format

- Allergenic advice conforming to EU1169/2001 Food Information to Consumers Legislation
- EC Health Mark/Factory Approval Number (if applicable)
- Ingredient declaration
- Cooking & usage instructions
- Nutritional data per 100g
- Country of origin
- Fragile (if relevant)

Non-food products

Non-food products must be labelled as per the relevant legislation. They must include the below as a minimum

- Weight declaration of fixed weighted items
- Name of product/product description
- Storage instructions
- Company Name and UK address
- Batch code
- Barcodes on the inner and outer packaging (must be GTIN standard)

To be detailed on the label if applicable

- Shelf life
- Fragile (if relevant)
- Country of origin
- Safety warnings and instructions

Kitwave Foodservice Division do not accept price marked packs unless previously agreed with business for either food or non-food products.

7.7 Barcodes

Products delivered to depots must carry barcodes that exactly match those approved at product setup or notified through product change communications. Barcodes must be updated in line with GS1 standards [Overview | GTIN Management | GS1 - The global language of business](#). The GS1 guidance requires a new barcode (GTIN) whenever a product change affects consumer perception, legal labelling, or supply chain handling—this explicitly includes any changes to allergenic ingredients or dietary suitability (e.g. gluten-free, vegan), as these must be clearly distinguishable to consumers. Due to the extra resource required in stock management when barcodes are not created appropriately as per the GS1 standard a £200 charge will be applied for any changes made that do not have a barcode update. Any products received with incorrect or unapproved barcodes will be rejected at point of delivery, with a credit requested or invoice raised for the affected stock. All barcode rejections will be notified to the supplier, who must investigate the root cause and provide a summary of findings. Where rejections result from failure to notify changes, shipment before the two-week notification period, or use of incorrect barcodes, the supplier will be responsible for all associated costs. For repeat instances of rejections within a 12 month period a £200 charge will be applied.

7.8 Quantities related to purchase order

As per the purchase order excess quantities may be returned with the supplier. Short deliveries may be accepted and a credit/ invoice will be raised for the shorted stock. Any stock not delivered as per the purchase order must be redelivered within 48 hours.

7.9 Handling & Storage

Where there is a need to maintain correct orientation of a product, this must be noted on the outer case and provided in advance (e.g. "This Way Up", "Store Upright" or using arrows). Where there is a requirement to ensure correct storage of the product to prevent quality deterioration or contamination, appropriate instructions must be supplied, (e.g. 'Store away from strong odours").

7.10 Delivery Vehicle Standards

The following vehicle standards apply to all vehicles delivering goods to our Distribution Centres. The delivery vehicles must be clean, structurally and mechanically sound and fit for purpose, conforming to the applicable Road Traffic, and Construction and Use regulations relating to safe condition and operation. The vehicle must be free from ingredient and product spillages, evidence of pests, excessive soilage, evidence of tampering or any other unacceptable contamination. Suppliers should also ensure that when loading delivery vehicles, sufficient space is left between pallets to ensure safe unloading via the rear doors and that the loads are secured appropriately to prevent movement during transport. In addition, all products must be palletised. Vehicles not conforming to the delivery specification will be rejected unless otherwise agreed with the Distribution Centre/Operations Manager, who will have the final decision. In such instances, the Supplier will be liable for non-conformance charges.

7.11 Delivery Documentation

Suppliers must ensure that every delivery to Distribution Centres is accompanied by a legible and accurate Delivery Note. This will minimise vehicle delays.

If the total Purchase order quantity is in excess of a single vehicle, the Supplier must contact the relevant Inventory Department who will raise a new Purchase order for the balance order. Both Purchase orders will be required to be booked in at the depot. The documentation must specify the content of each vehicle. Failure to comply will give rise to the risk of rejection and/or the application of relevant non-conformance charges (section 13).

The delivery note should include the following information:

- Full supplier name and address
- Haulier details (where applicable)
- Full delivery address – See Section 14
- Distributor issued purchase order number
- Delivery date
- Full product descriptions
- Case sizes
- Use by or BBE date per item
- The number of units ordered
- The number of units delivered
- Total number of pallets delivered (where applicable)

7.12 Product Quality

On receipt, Kitwave Foodservice Division personnel will check for damage and leaking products and may also carry out further product quality checks as necessary. Fines may apply for damaged stock as per section 12.

Damaged Product: To minimise damage of product during storage and/or transit, Suppliers should ensure that product is properly stacked and wrapped. Attention should be given to the pallet specification on which the product is delivered and how multi product pallets are presented for receipt.

Product Quality Checks: The business retains the right to reject product after initial acceptance into depot and to levy appropriate charges for such rejections.

7.13 Load Stability

Each delivery made must conform to all reasonable standards of Health & Safety as per section 8.1. Such considerations should include pallet configuration to enable the safe unloading and receipt of palletised goods. Any loads that have moved in transit to a degree that is deemed unsafe to unload will be rejected. This is at the discretion of the receiving Distribution Centre.

7.14 Early/Late Deliveries

Deliveries that arrive more than 30 minutes earlier than the agreed time slot can cause congestion at the Distribution Centre. It is therefore likely that deliveries arriving early will be refused access to the site until the agreed delivery time. Each case is at the discretion of the Distribution Centre concerned.

Late deliveries must be notified prior to the agreed delivery time to the relevant Distribution Centre. Late deliveries are subject to refusal. This decision is at the discretion of the relevant Distribution Centre.

7.15 Pallet Requirements

All reasonable steps must be taken to ensure that products are delivered in a safe manner. Pallets must be of a safe standard, maintained in a safe condition and must be suitable for the loads carried, (BS2629).

GKN CHEP pallets or pallets of a similar specification should ideally be used and will be accepted on a one for one return basis. **European specification pallets will not be accepted.** Pallets will be checked visually on receipt. Any defective pallets will be rejected, and this will be classed as a failed delivery.

All pallets must adhere to the following:

- The maximum weight of goods must not exceed the pallet rating
- Pallet dimensions must be 1000mm x 1200mm
- Maximum weight = 1000kgs
- Maximum Pallet Height = 1.75m
- Stock to be delivered on 4 way pallets
- Case labels - must be visible on all sides
- No broken or damaged slats

- No overhang
- Be fully shrink-wrapped - care must be taken that stretch wrap is not over tensioned' to cause damage to palletised product.
- In a stable and dry condition
- No crushing of any product

Unsafe pallets will be refused and will constitute a supplier performance service level failure. Listed in section 13 of this charter

Single Product

- Products must be stacked to the perimeter of the pallet. No overhang is allowed.
- Maximum height allowed is 1.75m including the base.
- No evidence of crushing should be apparent. The stacking pattern should minimise product and packaging damage and provide pallet stability.
- Pallet is to be shrink-wrapped and stable
- Case labels should be visible on all four sides of the pallet for the purpose of product identification.

Mixed Pallets

- Any mixed pallet should be clearly labelled
- Where packaging integrity may be compromised a protective layer of card must be placed between packaging and pallet
- Each product delivered in layers/cases must be consolidated onto 1 pallet and not split over several pallets
- Case labels should be visible on all mixed products for product identification.

7.21 Delivery Rejection Procedure at Distribution Centres

All products will be examined and signed for by Kitwave Foodservice Division with a clear signature of receipt so that reference may be made to that person at a later date, if necessary. Any loss or damages will be entered upon the Delivery Note, and the Supplier will be notified by telephone/ email on the same day, taking a name as reference. Depots may reject product during the goods-in process for any of the reasons detailed within this document.

Notification of any product/load rejections will be communicated to Suppliers by the Kitwave Foodservice Division depots. Where product is rejected on delivery, or subsequently after delivery, it will be the Supplier's or its nominated carrier's responsibility to ensure that the product is uplifted within ten working days of notification. Failure to do so may result in storage charges being applied or the product being disposed of at the Supplier's expense as mentioned in section 13. If a failure of any of the above which is down to the Suppliers error and causes Kitwave Foodservice Division to move stock internally between depots, the business reserve the right to apply a case rate charge of £3.50/case moved.

7.22 Collection of Rejected Product

All relevant details will be recorded and emailed to Suppliers. The email sent message will serve as proof of communication. Kitwave Foodservice Division will retain such details in the event of any dispute surrounding failure to pass full credit.

The required lead-time for collection is on the next scheduled delivery or within ten working days, whichever is the shorter. Failure to uplift non-conforming product within ten working days will result in a charge to the supplier for storage or disposal as mentioned in section 13.

8 PRODUCT RECALL

In the event of a product recall, the decision of whether to dispose or collect the stock should be decided by the supplier. A recall may also be initiated directly by Kitwave Foodservice Division in the event of an incident to protect our customers and supply chain. All costs in relation to a product recall that is the fault of a Supplier will be recouped by Kitwave Foodservice Division as mentioned in section 13.

9 COMPLAINTS

All complaints received on products supplied by Kitwave Foodservice Division will be referred back to the supplier for investigation. Kitwave Foodservice Division require a full investigation summary from the supplier within 5 working days. This summary must include the root cause of the issue, corrective, preventative actions and a summary conclusion detailing who is responsible for the root cause of the issue. With foreign body incidents Kitwave Foodservice Division will organise collection of the foreign body on behalf of the supplier and charge this to the supplier once the investigation is complete. In these instances, the 5 working days for investigation will start once the supplier has received the foreign body. We will make a charge for each complaint received for cost of affected stock and an additional charge to cover the costs of its own administration £25. A late fee of £20 will be charged in the first week of delay following the 5 day completion period, a late fee of £100 will be charged after 2 weeks following the 5 day completion period. If a response is not received within a month of notification we will consider this a non-response to the complaint and charge a fee of £1000.

10 SUPPLIER SELECTION

Upon onboarding, all suppliers shall be subject to a formal supplier assessment process to verify that they maintain effective food safety and quality management systems, hold appropriate levels of insurance, provide satisfactory financial information, operate in accordance with acceptable ethical and sustainability standards, and comply with all applicable legal and regulatory requirements.

10.1 Food Safety & Quality

The supplier assessment shall include verification of certification to a Global Food Safety Initiative (GFSI)-recognised standard or Small and Local Suppliers Approval (SALSA) accreditation. Certificates and other supporting evidence may be requested and retained by Kitwave Foodservice Division. Where such certification is not held, suppliers may be approved on a risk-based basis, provided they can demonstrate to the Company's satisfaction that robust food safety and quality management systems are fully implemented, maintained, and effective. The Company may request and retain supporting documentation, including policies, procedures, and records, to evidence compliance. Failure to demonstrate an adequate food safety and quality management system will result in the supplier being deemed unsuitable to supply the Business.

10.2 Financial Due Diligence

Suppliers shall provide information relating to insurance cover, trade partners, incorporation details, and VAT registration. This information will be used to conduct financial and anti-fraud checks as part of the supplier approval process.

10.3 Ethical Trading and Sustainability

Kitwave Foodservice Division is committed to maintaining high ethical standards and to continually improving sustainability performance. As a condition of approval, suppliers shall agree to comply with the Company's Ethical Trading Policy.

Suppliers are encouraged to hold membership with ESGenius, a sustainability management platform used to centralise ESG data and manage climate and supplier impacts, and with Sedex, a system used to share information and manage ethical, social, and environmental risks within supply chains. Preference will be given to suppliers who maintain membership of these systems. Suppliers may also be required to complete an ethical assessment, the cost of which may be borne by the supplier.

10.4 The EU Deforestation Regulation (EUDR)

Although we are not directly in scope with the EUDR legislation some of our customers may trade within the EU single market. As a result suppliers must be aware of the legislation and must be able to trace applicable commodities (soya, cocoa, rubber, beef, palm oil, coffee, wood) back to the producing supplier and geolocation either directly or through respective suppliers.

Failure to be able to provide or comply to any of the above standards may result on the supplier onboarding process failing. A review of the supplier assessment process will be completed annually and further information from suppliers may be requested at this time.

11 PRODUCT SET UP & SUPPLIER CHANGES

11.1 New Product Setup

Suppliers are responsible for providing up-to-date product information for products being sold into Kitwave Foodservice Division as per The Food Information for Consumers Act 2014. At point of setup, the supplier must provide the following information:

1. Product image (as per Kitwave Foodservice Division imagery guidelines).
2. Product case and pack label images or artwork.
3. Product barcode image.
4. ERUDUS ID (preferred) or complete a Master Data Template (MDT) to include:
 - a. Barcode
 - b. Shelf Life
 - c. Pallet & layer configuration
 - d. Nutritional & allergen information
 - e. Ingredient declaration
 - f. Storage and handling advice

Failure to provide any of the above information will result in the product not being listed.

While the Business may display product information on its website and through third-party systems based on information supplied, it is not the Food Business Operator (FBO) named on the product packaging. Accordingly, full responsibility for the accuracy, completeness, and compliance of all product information rests with the FBO identified on the packaging. Notwithstanding this, the Business undertakes verification checks during new product set-up using the information provided; however, such checks do not transfer or diminish the FBO's legal responsibilities.

11.2 Product Amendments

All product changes listed below not via Erudus must be communicated and signed off by Kitwave Foodservice Division at least **four weeks** prior to the amended product being available for purchase. An email must be communicated before any change has occurred. Failure to not provide notification will incur a fine as stated in section 11.

Erudus notifications – if you are using Erudus to inform the company of product updates please allow for a 2 week delay until receive the product. Product received within this period may be rejected if the product has not been set up. It is preferable to receive written notification as well as Erudus notification 4 weeks prior to the change taking place.

Examples include:

- Change to case size
- Change to product name
- Change to pallet configuration
- Changes to product or case weight
- Changes to dimensions
- Changes to packaging design
- Changes to product specification / Ingredients / Nutritional information / Allergens / Dietary Suitability / Accreditations / VAT status.

- Changes to Minimum order Quantity
- Change of barcode (Inner / Outer)
- Change of supplier code

11.3 Product Analysis

All suppliers providing products to Kitwave Foodservice Division shall ensure that they have adequate product testing systems in place to ensure product safety, authenticity, legality, and quality is assured as mentioned in section 7.

Kitwave Foodservice Division may ask all suppliers to carry out microbiological testing on finished products from a laboratory that has a recognised laboratory accreditation (e.g. UKAS, ISO or CLAS accredited) especially for manufactured products that support the growth and multiplication of *Listeria Monocytogenes* (e.g. unpasteurised milk and dairy products, prepared fruits and vegetables, ready-to-eat deli meats, pates, meat spreads and smoked seafood). Therefore, suppliers must be willing to make test results available if requested.

Kitwave Foodservice Division will identify all active products which are classed as ready-to-eat high risk foods and may write to suppliers to receive test results to keep on file.

Should in any instance the supplier identify that any product sold into the business fails any sample testing they are not to send the product into us or if the product has been dispatched they must immediately notify Kitwave Foodservice Division to initiate our internal withdraw/recall process.

11.4 Notification of Distribution Changes

Suppliers are responsible for communicating changes to the normal distribution lead times, particularly for bank holidays. Kitwave Foodservice Division will need visibility of these changes a minimum of **four weeks** in advance of the event.

All amendments need to be communicated via email and sent to...

- inventory@creedfoodservice.co.uk
- Purchaseorders@westcountry.co.uk
- stockadmin@totalfoodservice.co.uk

All amendments should be within the lead times requested. Should proper notice not be provided we are within our right to charge the supplier as per section 13.

11.5 Supplier Shutdowns

Any planned shutdowns that will influence a Supplier's ability to meet Kitwave typical Purchase order profile must be communicated to the relevant Inventory department at **least four weeks** in advance to allow contingency plans to become active. Please note, we only recognise Christmas Day, Boxing Day and New Year's Day to be non-supply days.

12 SUPPLIER INVOICING

Supplier invoices should satisfy the following requirements to ensure 100% matching and facilitate payment, to contract terms:

- All must quote the Purchase order Number, e.g. 123456
- Invoices must match the Delivery Note signed by the CFS, West Country & TFS depots on delivery.
- Invoices must not be dated prior to the agreed delivery date.
- Any subsequent Credit Notes must also display the appropriate Purchase order number.

Invoices and any other financial document, e.g. reminders, should be sent preferably in email to accounts@creedfoodservice.co.uk/ purchaseledger@totalfoodservice.co.uk/ purchaseledger@westcountry.co.uk however alternatively to the following address:

Creed Foodservice, Accounts Payable, Staverton Technology Park, Cheltenham Road, Staverton, Gloucestershire GL51 6TQ ref applicable finance contact details

Please ensure that statements are sent each month to the above address, to aid with the reconciliation of your account. Failure to provide statements may result in non-payment of your account.

12.1 Invoicing discrepancies:

Price issues: Where invoices are found to have price differences between the invoice price and file price, Kitwave Foodservice Division will contact the supplier to investigate reason for discrepancy. If the supplier agrees that a credit is due, then the **supplier** will issue a credit note. The original invoice will be held in suspense until resolved. Where the difference is found to be correct the original invoice will then be settled.

Repeated pricing discrepancies (3 Instances continuously) will occur an administration charge as per section 14.

Quantity issues: Should the Supplier invoice not match the Kitwave Foodservice Division Purchase order Goods Receipt document, the invoice will be put into suspense. The business will contact the supplier about the discrepancy. In the event the Supplier agrees the dispute, then the **Supplier** will issue a credit note. Once received the original invoice will be matched and settled. Where the difference is found to be correct the original invoice will be settled.

Supplier events:

From time to time there will be supplier activities & events which we will invoice you for the benefit of . Should this invoice not be fully settled by its due date; the right is reserved to offset the invoice amount against any liability owed to you.

13 SERVICE LEVEL & KPIS

Suppliers are expected to fulfil all delivery agreements and will be monitored accordingly. "Supplier KPI Failure" and asked to respond with an explanation and corrective action within 48 hours.

If the Supplier continues to fail in meeting a KPI Target, CFS, WCFS & TFS reserves the right to serve notice on the Supplier resulting in termination of the agreement with immediate effect.

13.1 Key Performance Indicators

Suppliers are expected to achieve the delivery of key performance indicators as follows, or as agreed with KITWAVE from time to time.

Supplier scorecards to monitor performance will be created by KITWAVE. These metrics will include technical requirements of total number & category of complaints, number of incidents including recall & withdrawal. Inventory & supply chain are on time delivery of 99.0% and delivered service (case and item level) 99.75%.

Any Suppliers falling below 97.5% at case and item level (unless otherwise agreed with KITWAVE supply chain) will be subject to CFS, WCFS & TFS supplier performance reviews, which may result in charges being levied (section 12).

14 NON-CONFORMANCE CHARGES

In the event of not meeting the Kitwave Foodservice Division requirements, we are likely to suffer administration costs in addition to other associated claims and losses arising from the breach. Without prejudice to Kitwave Foodservice Division other rights and remedies and Kitwave Foodservice Division Terms and Conditions of purchase the following charges shall therefore be payable by the Supplier:

Non-Conformance	Charge £
Failure to Book- In	£60 - Per purchase order
Non-arrival at depot	£60 - Per purchase order
Late Delivery – over 2 hours and not communicated	£60 - Per purchase order
Delivery of below minimum shelf-life stock	£60 – Per purchase order
Delivered Service Level below 98.5% over 3 consecutive months [unless otherwise agreed with CFS Inventory.	£0.30p - Per case plus £30 admin charge per purchase order.
Making good a poorly presented load	£40 per pallet or part thereof plus £25.00 admin charge.
Redistribution to other Distribution Centres	£60 per pallet or part thereof plus £30 admin charge.
Repeat Invoice Discrepancies	£35.00 per invoice
Product Recalls	£75.00 - per customer contacted where disposal is required plus cost of any credit given. £100.00 – per customer contact where collection is required plus cost of any credit given. A standard £500.00 management charge will also be applied to cover administration of any product recall.
Barcode Discrepancy at Point of Delivery	£200 – After 2 barcode rejection at fault of supplier within 2 years
Non update of barcode as per GS1 standards e.g. after allergenic ingredients or dietary suitability changes.	£200 per SKU not changed
Failure of Product Change Notice	If a product change has not been communicated to the Buying team at CFS/WCFS/TFS as detailed in section 10.2, the below fines will be applicable: - All Other Points shown in section 10.2 - £250.00 - Unit or case size change - £300.00

Non-Conformance	Charge £
	- General ingredient change (Not effective Allergens) - £1500.00 - Non-Notification of Allergen Removal - £1500.00 - Non-Notification of Allergen Addition - £10,000
Failure to register and upload specifications to ERUDUS	3% of total annual gross turnover with CFS/WCFS/TFS for the previous year.
Failure to provide product imagery as per CFS, West Country & TFS Imagery guidelines	Cost of product + £100.00
Failure to uplift product within 10 working days or at next supplier delivery (whichever is sooner)	£60.00 per pallet space per week (e.g. 1 case will be counted as 1 pallet space).
Cost to dispose product	To be confirmed on a case-by-case basis as waste disposal company will have to be used.
Complaints	Complaint administration fee - £25 per complaint Late complaint fee - £20 after first week £200 after second week Non response - £1000

These charges are subject to VAT and do not guarantee the new product will continue to be listed by Kitwave Foodservice Division.

15 CUSTOMER NOMINATED/BESPOKE PRODUCTS & SUPPLIERS

Nominated Product instructions will be implemented within 28 days from notification on our form, signed by both Nominating Customer and Nominating Supplier, provided all information is given and agreed.

In addition to the guidelines outlined in the main body of this booklet, there are several specific details relating to Customer Nominated Products.

15.1 Underwriting of Nominated/Bespoke Products

All nominated/bespoke products must be underwritten and Kitwave Foodservice Division will not be responsible for any costs incurred.

15.2 Payment terms for Nominated/Bespoke Products

Payment terms must be cash neutral to Kitwave Foodservice Division.

15.3 Nominated Product Labelling

Responsibility for ensuring that all labelling of nominated products complies with current legislation shall rest with the nominated supplier and the nominating customer. Administration charges will be levied by Kitwave Foodservice Division against the Supplier, in respect of any nominated product which does not fully comply with contractual and legal requirements, and which Kitwave Food Service Group rejects. Labelling shall be clear and prominent to ease identification and ensure accurate and effective distribution.

15.4 Case Labelling & Weights

Nominated products will be delivered/invoiced as per the description on the packaging. Should the nominating customer's outlets refer to the nominated product by a different name, it is the responsibility of the nominating customer to advise the outlets accordingly. Net case weights shall not exceed 15kg, dimensions should not exceed 500mm x 305mm and the maximum pallet height is 1.75metres for frozen and 1.7 metres for ambient, chilled and non-food, with the exception of fresh produce weights. All products are to have a GTIN as outlined in section 6.3 Product Label. All labelling of cases must be legible, clear, concise and indelible and shall be of adequate size to facilitate visual scanning, be compliant to relevant legislation and good handling practices. As a guide, the label should be a minimum of 135mm X 70mm.

15.5 Quality Checks

Kitwave Foodservice Division retains the right to reject nominated products subsequent to initial acceptance into store and to levy appropriate charges for such rejections; as detailed in the schedule of charges, in Section 11.

Kitwave Foodservice Division will not accept responsibility for product quality issues relating to customer nominated products. It is the responsibility of the nominating customer's unit to refer any complaint to the nominating customer's head office to allow the matter to be taken up directly with the nominated supplier concerned. This includes the transfer of foreign bodies to the nominating supplier. Any costs arising to Kitwave Foodservice Division as a result of customers referring complaints against nominated products to customer service or telesales staff will be charged to the nominated Supplier.

The nominating customer and the nominated Supplier will remain responsible for nominated product quality, ensuring production and storage premises meet the requirements of all applicable legislation and regulations, and that all nominated products, packaging and labelling comply with all applicable legislation and regulations.

15.6 Delivered Shelf Life

All nominated products delivered to Kitwave Foodservice Division must have a minimum of 85% of production shelf life, as indicated by the 'Best Before or 'Use by date' unless agreed otherwise. Should the shelf life expire, the nominated products may be charged to the nominating customer at the full sales price.

Kitwave Foodservice Division may agree to accept stock below the published minimum acceptable life to maintain availability to our nominating customers, however in such instances Kitwave reserves the right to cross charge nominated Suppliers for any stock that becomes unsaleable due to shelf-life expiry.

15.7 Slow Selling Lines

All nominated products are handled on the understanding of the forecasted quantity provided on the Kitwave Foodservice Division nominated product request form. Nominated products that do not achieve this level of sales after three working periods will be recommended for discontinuation and the nominating customer will be notified. Subject to the outcome of this discussion order replenishment will cease. The nominating customer will be responsible for any product write off costs because of the shelf life expiring. The nominating customer will also be responsible for all disposal costs; this could include costs of disposing and rendering where applicable. If any health and safety official or regulator has cause to become involved, appropriate charges will be made.

Kitwave Foodservice Division will notify nominating customers monthly of all stocks where sales patterns highlight a potential risk of shelf-life expiry. It is the nominating customer's responsibility to develop a clearance plan and advise Kitwave Foodservice Division personnel of these plans in good time.

15.8 Customer Nominated Supplier

Should a customer want a bespoke product that is not listed and does not meet our approved supplier approval then they will need to fill out a supplier application form and provide required information as stipulated on the application. If the supplier is not accredited to the standards, we require then Kitwave will not be liable for the goods, or the service and it will be wholly down to the customer that has asked for the product. They will become a KITWAVE approved supplier but not an accredited supplier.

15.9 Payment to Nominated Suppliers

Kitwave Foodservice Division will pay the nominated Supplier for nominated products monthly only after it has received full payment in cleared funds for the nominated products from the nominating customer providing that payment will be made no sooner than 60 days after the date of delivery. Price increases will only be implemented with the customer's written authority.

15.10 Discontinuation of a Nominated Product

It is the responsibility of the nominating customer to notify Kitwave Foodservice Division of any nominated product to be discontinued. This requires 8 weeks' notice. It is expected that the

prevailing rate of sale will continue for the duration of the notice period. If this notice is not given Kitwave Foodservice Division reserve the right to charge for the disposal of any residual stock, packaging or raw materials. The above Terms and Conditions may be amended by the Kitwave Foodservice Division upon giving written notice to the nominating customer and the nominated Supplier.

16 PRODUCT DELIVERED FROM OUTSIDE THE UK

16.1 Product Supplier to CFS From Outside The UK

Kitwave Foodservice Division will only accept stock from a non-UK entity with prior agreement between the supplier and the Buying Department. All stock is to be delivered on a DDP (Delivered Duty Paid) basis unless otherwise agreed.

Suppliers must comply with all UK Importing requirements and legislation applicable to the product and provide Kitwave Foodservice Division or any entity acting on behalf of the business any paperwork requested prior to delivery of stock into the Kitwave Foodservice Division networks.

Under no circumstances will Kitwave Foodservice Division knowingly purchase / accept a product that is manufactured outside of the EU or UK unless on a DDP basis.

In the event a product is supplied Non-DDP, the Supplier guarantees the products are manufactured within the EU. Should this not be the case, the supplier to KITWAVE will be liable for any costs incurred to CFS, WCFS & CFS.

17 PRICING

All price changes must be submitted using the CD-PCR-001- Price Change Proposal Template. This must be completed in full and submitted to Pricing@creedfoodservice.co.uk, any pricing submissions sent to any other member of Kitwave foodservice division will not be accepted or actioned.

All price change submissions are bound by the following:

- Completion of this form does not automatically result in the price proposal being accepted and if felt unsubstantiated by your buyer may result in removal from our product range to ensure we provide our customers with cost competitive products
- The proposal form is for your Kitwave Foodservice Division Buyer to review and they will confirm next steps regarding your proposal.
- You will need to fully justify the requirement for an increase for review in full and the price increase will not go live until such agreement is in place that your buyer is aligned to your proposal
- Kitwave Foodservice Division requires a minimum of 12 weeks notice for consideration of your increase proposal.
- Where bespoke pricing is agreed for our National customers this can only be changed inline with the agreed timings with the customer by ourselves which will be shared in advance of alignment – Eg . 12 month price holds still require 12weeks notice ahead of the anniversary of the 12month date otherwise the pricing will continue until notified.

The price increase will be implemented within our agreed pricing windows – Jan/April/July/Oct with a min of 12 weeks from the date a fully completed proposal is sent to pricing@creedfoodservice.co.uk. For example a price increase received in February will go live July 1st. This is in line with our Customer pricing windows. Where market conditions affect the supply or cost of specific Goods and result in the supplier invoking a Force Majeure, the supplier may request a temporary price increase. Any such temporary measure must:

- be strictly limited to the duration of the Force Majeure event.
- be supported by clear and sufficient evidence, including details of the underlying supply issue and any mitigation steps taken; and
- be agreed in writing by both parties before implementation.

18 REBATES

All rebates must be sent to the relative Category Manager, Buyer or Buying Executive with Pricing@creedfoodservice.co.uk on copy for activation. All rebates must be submitted using the CD-PCR-001- Price Change Proposal Template and added to your Commercial Terms Agreement.

If the rebate relates to a customer rebate this rebate will be applicable from the start date the customer started taking the product and will run until the stock for this customer is exhausted in our network based on a minimum of 6wks stock holding for that product

All rebate claims will be raised monthly (subject to value – any claims under £200.00 will be grouped with further months to reduce admin costs for both you and us). Backup data for a rebate will only be provided by exception and must be agreed in advance - this must be requested once the rebate is agreed by completing a Back Up Rebate Request form and sending to your buyer/buying executive. Where a Back Up Rebate Request form has not been completed, Kitwave Foodservice Division reserve the right to refuse backup data or incur an admin charge of £250.00, as this data will need to be run outside of process.

All rebates unless specified will continue ongoing with no end date, it is the suppliers responsibility to communicate the ending of rebates to the relevant Category Manager/Buyer in writing with a min of 12 weeks notice with full justification.

19 CTA – COMMERCIAL TERMS AGREEMENT

All suppliers must complete and sign a Commercial Terms Agreement, hereinafter referred to as CTA, to be able to trade with Kitwave Foodservice Division. This is applicable regardless of whether your commercial terms are Every Day Low Price or not.

All suppliers must complete and sign both the front sheet and the NDA as a minimum to trade with Kitwave Foodservice Division.

Any marketing activity agreed, is the responsibility of the supplier to create the collateral and send to your buying executive. Any activity not sent by the closing dates on the CTA will not be run but will be invoiced and marked as complete. The Kitwave websites are viewable by all suppliers, it is the responsibility of the supplier to check that activity has run.

Terms will be invoiced quarterly unless otherwise agreed, as per the agreed CTA document, all invoices will be raised after 1 week of the end of the period using the figures held by Kitwave Foodservice Division. Any suppliers wishing to submit their own figures for consideration must do so within the first week of the quarter to their buyer/buying executive otherwise no amendments will be accepted.

Where a CTA is not signed, Kitwave Foodservice reserve the right to continue trading with the supplier but the supplier will not be included in any National Customer Tenders due to alignment between our Supplier Charter and Customer contracts.

All CTAs are valid for the full calendar year and cannot be amended or removed within the year, with the following exceptions:

- Where a CTA is not completed prior to the commencement of the new calendar year the previous calendar year CTA will remain live ongoing and the supplier will remain liable for the terms previously agreed.
- When the new calendar year terms are agreed all claims will be backdated to the 1st January in line with the new terms agreement and the difference invoiced
- If the supplier wishes to decrease any terms rolled over from a previous year or ceases trading with the Kitwave foodservice Division we require a minimum of 12 weeks notice in writing to the buyer to be able to terminate or amend, until such time terms remain unchanged and will be invoiced.

20 CONFIDENTIALITY

Kitwave Foodservice Division takes the subject of commercial confidentiality very seriously. Information disclosed to Suppliers must be held in confidence. Such information may include, but not limited to; plans, samples, reports, studies, business judgements, findings, business, financial, marketing or development, customer lists or details, computer systems and software, and information concerning Kitwave Foodservice Division relationships with clients or potential clients, customers, Suppliers or other third parties (this includes for example other members of Country Range Group and the needs and requirements of such persons). Such information must not be disclosed to any third party without the prior consent. This information must be held in strictest confidence and all confidential information must be returned to Kitwave Foodservice Division on request.

All Suppliers are expected to sign a Non-Disclosure Agreement with the Buying Department.