



Working with Us

A supplier's guide and supply chain code of practice

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1.1 Safeguarding the future through continuous improvement

Whether driving down food miles, responsible sourcing, or reducing our carbon footprint, you can have total confidence in the Brakes Group. We provide what our customers need today, while delivering a responsible and sustainable tomorrow.

We are committed to minimising our impact on the environment and respecting the communities we serve, ensuring the business practices we adopt today will not harm future generations. Our progress with regard to environmental issues is particularly striking when taking into consideration the significant growth of our business both organically and through acquisitions over the last years. As the business grows we continue to reduce our energy consumption and through economies of scale and improvements in systems and processes we limit our fuel and packaging consumption.

We are confident that our total commitment to corporate, social and environmental responsibility, together with our business strategy of continuous improvement, will push the boundaries of social responsibility and environmental management within the Brakes Group and the foodservice industry generally.

1.2 Brakes Ethical Trading Code of Conduct

Overall Standard

The business of Brakes, including its subsidiaries and divisions has been built upon the values of honesty, integrity and quality relationships with our suppliers and customers. In order to meet this standard, Brakes requires each of its suppliers and their respective sub-contractors and supply chain providers that ultimately supply goods to Brakes to operate and act in full compliance with Sysco's Supplier Code of Conduct found under "Supplier Code of Conduct" on <https://sysco.com/Suppliers/Supplier-Partnerships/Supplier-Resources.html>. ("Code of Conduct").

Specific Requirements

- 1.2.1 Legal requirements:** Suppliers must comply with all applicable laws in the countries in which they operate, as well as the requirements set out in the Working with Us document. Brakes requires its suppliers to undertake full due diligence on all of its upstream suppliers, to ensure that they are fully compliant with all Applicable Laws, but in particular to ensure its supply chain is free from any human rights concerns. Suppliers shall be required to share such diligence with Brakes on request. In particular, but without limitation, suppliers must comply with the following:
- a. **Anti-bribery and corruption:** Not offer or pay bribes or kickbacks of any kind, whether in dealings with individuals in the private sector or public officials. Brakes is committed to observing the standards of conduct set out in anti-corruption and anti-money laundering laws of the countries in which Brakes operates. Suppliers must comply with all applicable anti-corruption and anti-money laundering laws, as well as laws governing gifts, hospitality, payments to public officials and other related regulations.
 - b. **Competition laws:** Conduct business in full compliance with anti-trust and competition laws in the UK and the jurisdiction in which suppliers operate.
 - c. **Modern slavery laws:** Brakes will not tolerate the practice by any supplier of using forced, bonded, indentured, or slave labour nor will Brakes tolerate the use of physical or mental coercion or corporal punishment. If foreign or migrant workers are engaged, they are to be employed in full compliance with the labour and immigration laws of the host country. Prior to hiring, the basic terms under which foreign contract or migrant workers are employed are to be provided to the workers and written in the language the workers understand. Passports and other forms of personal identification shall remain in the workers' possession at all times and never be withheld by the suppliers or any third party.
 - d. **Trade:** Comply with all applicable trade controls, as well as all applicable export and import laws and regulations.
- 1.2.2 Confidentiality:** Suppliers must keep all supply agreements and arrangements with Brakes and Brakes' customer information confidential, including pricing, terms and marketing allowances and all Brake brand product specifications. Such information will not be released to third parties without the prior written consent of Brakes, unless compelled by a court of competent jurisdiction.

1.2.3 **Ethics Requirements:**

1.2.4 **Limitations on Gifts and Gratuities:** To maintain high ethical standards and to avoid the appearance of impropriety, Brakes directors, officers and employees will not give or receive payments or gifts in exchange for business opportunities with customers, suppliers or governmental entities.

1.2.5 **No Retaliation:** Suppliers will employ a no retaliation policy that permits workers to speak with any Brakes employee without fear of retaliation by supplier's management.

1.2.6 **Conflict of interest:** Suppliers will disclose all actual and potential conflicts of interest due to either business or personal relationships with customers, suppliers, business associates, employees, or competitors of Brakes. If a supplier discovers a potential conflict of interest involving any Brakes employee or another third party, the supplier must inform its Brakes point of contact.

1.2.7 **Labour Requirements:**

- a. **Human rights:** Brakes will only initiate and renew contractual relationships with suppliers that do not violate basic human rights, as defined in the United Nation Declaration of Human Rights ("UNDHR"), the Core Conventions of the International Labour Organisation ("ILO"), and the ILO Declaration on Fundamental Principles and Rights at Work.
- b. **Child Labour:** The ILO Core Conventions do not permit children to work in any occupation. Brakes requires its suppliers not to use child labour. All of the suppliers' employees shall be of legal age established by local law. If the local law does not set a minimum age, such employees must be at least 14 years old. Suppliers must maintain official and verifiable documentation of each of its employees' dates of birth. The use of legitimate workplace apprenticeship programmes, which comply with all laws and regulations, are permitted. Except where local law provides otherwise, workers under the age of 18 should not perform hazardous work and may be restricted from night work, with consideration given to educational requirements.
- c. **Freedom of association:** Brakes will only work with suppliers whose workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.
- d. **Forced labour:** Brakes will not tolerate the practice by any supplier of using forced, bonded, indentured or slave labour, nor will Brakes tolerate the use of physical or mental coercion or corporal punishment.
- e. **Foreign or Migrant Workers:** If foreign or migrant workers are engaged, they are to be employed in full compliance with the labour and immigration laws of the host country. Prior to hiring, the basic terms under which foreign contract or migrant workers are employed are to be provided to the workers and written in the language the workers understand. Passports and other forms of personal identification shall remain in the workers' possession at all times and are never to be withheld by the suppliers or any third party
- f. **Wages and Benefits:** Suppliers will comply with all employment and labour legal requirements, including those relating to minimum wage and overtime. In countries that set a maximum working week, suppliers will comply with such requirements.
- g. **Discrimination:** In accordance with the ILO Core Conventions, suppliers to Brakes must not discriminate on the basis of race, gender, religion, ethnicity, nationality, age, disability, gender, marital status, sexual orientation, union membership or political beliefs, or on any other basis prohibited by Applicable Law.

1.2.8 **Health, Safety and Environmental:**

- a. **Health and Safety:** Brakes requires that all facilities where goods are produced for Brakes must provide a safe and healthy work environment for all employees or workers, in accordance with Applicable Laws, the prevailing industry standards and to take account of any specific hazards.
- b. **Environment:** Brakes has a commitment to the communities in which it operates and a responsibility for the environments we impact. Brakes expects to work with suppliers that share this commitment.

- c. **Monitoring and Enforcement:** Brakes commits to independent third party monitoring of suppliers. As a condition of doing business with Brakes, suppliers must allow Brakes and/or its representatives or agents unrestricted access to each of its facilities and to all relevant records at all times, without advance notice, for the purpose of monitoring compliance with the Code of Conduct. Brakes and/or its representatives or agents will comply with supplier's reasonable safety rules applicable at supplier's facilities. If a supplier violates the Code of Conduct, either generally or with respect to a particular supplier facility, Brakes may (in its sole discretion) either terminate its business relationship, generally or with the affected facility, or may require the affected facility to implement a corrective action plan.

1.3 Sysco GB Ltd. Respect at Work Charter

Our Commitment

At Sysco GB Limited, we are committed to providing a working environment that is safe, respectful, and inclusive across all of our operating companies. We are committed to taking all reasonable and proportionate steps to prevent bullying, harassment (including sexual harassment), discrimination and victimisation in all work-related interactions, including those involving customers, suppliers, contractors, agency workers and other third parties.

These steps include setting clear behavioural expectations, providing training to colleagues, providing guidance, encouraging early reporting of concerns, assessing workplace risks and taking action to address identified issues.

We take our duty to proactively prevent sexual harassment in the workplace set out in the Worker Protection Act 2023 extremely seriously. Aligned with our Sysco Code of Conduct, we believe that everyone has the right to be treated with dignity and respect, regardless of their role, employer, or contractual relationship.

This commitment extends to all interactions between our colleagues and third parties, including customers, suppliers, contractors, consultants, agency workers and business partners. Respect is embedded as a core pillar of our business culture and we remain committed to zero tolerance of bullying, harassment, discrimination, or victimisation. We are clear with our colleagues on the expectations of them and commitments of Sysco GB as a business.

Preventing harassment before it happens

Preventing bullying, harassment, discrimination, victimisation and sexual harassment is a key priority for Sysco GB Ltd. We are committed to taking proactive steps to reduce the risk of inappropriate behaviour occurring in our workplaces and work-related environments.

To support this commitment, we:

- Communicate clear standards of behaviour and expectations for colleagues and third parties.
- Provide policies, guidance and training to help colleagues recognise, prevent and address inappropriate behaviour.
- Promote a speak-up culture where concerns can be raised early and without fear of retaliation.
- Encourage colleagues to report incidents, risks, near misses, concerns or patterns of behaviour that could create an intimidating, hostile, degrading, humiliating or offensive environment.
- Review feedback, concerns and workplace risks to identify opportunities to strengthen preventative measures.
- Take appropriate action where standards are not met and use learning from concerns raised to help prevent similar situations occurring in future.

We expect colleagues and third parties to play their part by treating others with dignity and respect, being mindful of the impact of their behaviour, speaking up when concerns arise, and helping to maintain a safe, respectful and inclusive working environment for everyone.

This charter sets out our expectations of third parties, commitment to protecting colleagues, reporting of concerns and the shared responsibility we must all take in maintaining a respectful workplace for all.

1.3.1 Third parties

Third parties who work with Sysco GB Ltd. Include but are not limited to customers, suppliers, agencies, contractors and other providers of services.

1.3.2 Expectations of Third Parties

We expect all individuals acting on behalf of, or associated with, our third parties to:

- Treat our colleagues and properties with dignity, courtesy and respect.
- Behave professionally in all communications and interactions.
- Refrain from any form of bullying or harassment including sexual harassment, discrimination, or victimisation.
- Respect personal boundaries and create an environment where everyone feels safe and valued.
- Raise concerns promptly if they witness or experience behaviour inconsistent with this Charter.
- Cooperate with any review or investigation into concerns raised under this Charter.

1.3.3 Our Commitment to Protecting Colleagues

We take all reports of inappropriate behaviour seriously and will:

- Encourage colleagues to speak up without fear of retaliation.
- Provide clear channels for reporting concerns.
- Review concerns promptly, fairly and confidentially where possible.
- Take appropriate action when behaviour falls below our standards.
- Support affected colleagues throughout any review or investigation process.
- Work with the relevant organisation to address unacceptable behaviour and prevent recurrence.

Where appropriate, the actions we take in response to concerns raised by our colleagues against third parties may include:

- restricting contact
- removing individuals from work activities
- escalating concerns to the employing organisation
- terminating business relationships
- other proportionate measures

1.3.4 Zero Tolerance

We operate a zero-tolerance approach to bullying, harassment, discrimination, or victimisation of any kind. This means we will never ignore or dismiss concerns, every issue raised will be taken seriously and thoughtful consideration given to how to address it appropriately. Zero tolerance does not mean zero flexibility. Where appropriate, concerns may be resolved informally. Our aim is always to ensure a respectful, inclusive, and safe working environment for everyone, using the most effective and proportionate response.

1.3.5 Sexual Harassment

Sexual harassment includes unwanted conduct of a sexual nature that violates a person's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment. It may occur in person, online, by telephone, in writing, during meetings, at work-related events, or through digital communication channels.

Examples may include unwelcome comments, jokes, gestures, sexual advances, intrusive questions, sharing inappropriate content, unwanted physical contact, or any other unwanted conduct of a sexual nature.

We will operate the same zero tolerance approach to sexual harassment as other instances of bullying, harassment, discrimination, or victimisation, aligned with our Global Code of Conduct. If you would like a copy of our Respect at Work policy, which goes into more detail, please contact BelongingGB@sysco.com.

1.3.6 Sysco GB Colleagues Reporting Concerns About Third-Party Behaviour

If a third party behaves in a manner that is inconsistent with this Charter, we encourage colleagues to report concerns as soon as possible. All concerns will be treated seriously and reviewed in accordance with our standards, policies and procedures.

1.3.7 Third Parties Reporting Concerns About Our Colleagues

We also expect third parties to tell us if they experience or witness inappropriate behaviour by one of our colleagues. We take this equally as seriously and will review concerns in accordance with our standards,

policies and procedures. Concerns will be handled sensitively and confidentially where possible, consistent with conducting a fair review of the matters raised.

If you believe that a colleague of Sysco GB Ltd. has engaged in bullying, harassment, discrimination, victimisation, sexual harassment or any other behaviour inconsistent with this Charter, please report it through your usual business contact or directly through the Sysco Ethics Line. Reports may be made by individuals directly affected or by witnesses.

Your usual business contact may be:

- The Customer Service email inbox for the Sysco GB operating company you work with
- Your Account Manager or other lead Sales contact

The Sysco Ethics Line is available 24/7 and can also receive anonymous complaints.

- Call 0800 066 8358
- Log online via ethicsline.sysco.com.

We will review all concerns appropriately and take action where our standards, policies or Code of Conduct have not been met.

1.3.8 Non-Retaliation

No person will be disadvantaged, treated unfavourably or subjected to retaliation for raising a concern in good faith or participating in an investigation.

1.3.9 Shared Responsibility

Creating a respectful workplace is a shared responsibility. We expect our colleagues and all third parties with whom we work to uphold the principles of dignity, respect, inclusion and professionalism in every interaction.

1.3.10 Contractual obligations

As a condition of doing business with Sysco GB Ltd. suppliers, customers, contractors, agencies and other third parties must comply with the principles set out in this Respect at Work Charter. Failure to do so may result in corrective action as outlined within the Charter.

1.4 FareShare

FareShare is a national charity working to relieve food poverty; in partnership with the food industry FareShare works to ensure that surplus food is put to good use.

FareShare redistributes quality, fit-for-purpose food to small charities and local community organisations that support disadvantaged people. Working with FareShare provides Brakes and the food industry the opportunity to prevent quality food with limited shelf life, or without a commercial value from entering the waste stream to be redistributed to people who need it.

FareShare is one of the secure routes Brakes endorses as an outlet for surplus product, and we are ourselves committed to working with FareShare to minimise the amount of product from our depots entering the waste stream.

We do not require Brakes-Branded/Sysco-branded products to be stripped of Brakes/Sysco GB packaging, when going to FareShare. We encourage all our Suppliers to consider working with FareShare if you have surplus 'fit for purpose' product to the benefit of the environment and the community.

2. DISTRIBUTION NETWORK

2.1 Route to Market

Brakes require a direct delivery profile of order day one delivery on day three with a minimum of 3 deliveries per week. For those Suppliers unable to provide the minimum requirement, we have developed a network of Primary Consolidation Centres for the movement of product into our NETWORK at optimum cost. The centres are based upon the philosophy of full pallets and full load movements into the centres with a minimum requirement of two weeks stock holding and then a break bulk, storage, picking, and redelivery to the required depots within the Brakes network.

2.2 Backhaul disciplines

In certain cases, we may be able to offer competitive rates to collect product from a Supplier's premises for delivery to a local NDC/RDC or satellite. Should you wish to discuss using one of the facilities, contact should be made initially through the relevant Supply Planner. If this is a Supplier's preferred method of distribution, all aspects of delivery as detailed herein, remain the responsibility of the Supplier.

2.3 Depot Map

Note: to view a map and address directory of Brakes Primary Consolidation Centres please see below and page 9.



2.4 Brakes Depot/Branch/Factory Addresses/Telephone Numbers

Depot / Office Name	Address	Postcode
Ashford– Enterprise House	Enterprise House, Eureka Business Park, Ashford, Kent	TN25 4AG
Aylesford	Unit 1, Riverside Business Park, New Hythe Lane, Aylesford, Kent	ME20 6SW
Bodelwyddan	Royal Welch Avenue, Bodelwyddan, Denbighshire	LL18 5TY
Bodmin	Victoria Business Park, Roche, Cornwall	PL26 8LX
Bridgend	Tower Close, Bridgend, Mid Glamorgan	CF31 3TH
Brighton	Crowhurst Rd, Hollingbury Ind Estate, Brighton, East Sussex	BN1 8AF
Corby	Sondes Road, Willowbrook East, Corby, Northants	NN17 5XP
Deeside	Beech House, Sixth Avenue, Deeside Industrial Park, Deeside, Flintshire	CH5 2LB
Dundee	Riverside Distribution Centre, Riverside Avenue, Dundee	DD2 1UD
Durham	Bowburn North Ind Estate, Bowburn, Durham	DH6 5PF
Eastleigh	Parham Drive, Boyatt Wood Ind Estate, Eastleigh, Hampshire	SO50 4NU
Grantham	Palmer Rd, A1 Triangle, Gonerby Moor, Grantham	NG32 2BW
Harlow	Flex Meadow, Pinnacles West, Harlow, Essex	CM19 5TJ
Hemel Hempstead	465 Boundary Way, Hemel Hempstead	HP2 7HZ
Hemsworth	Hoyle Mill Rd, Kinsley, Nr Pontefract, West Yorkshire	WF9 5JB
Inverness	17 Seafield Road, Inverness	IV1 1SG
Leeds (Catering Equipment)	3 Gloucester Court, Gloucester Terrace, Armley Road, Leeds	LS12 2ER
London (Covent Garden)	Tower House, 2nd Floor, 10 Southampton Street, London	WC2E 7HA
Newark	Belle Eau Park, Bilsthorpe, Newark, Nottinghamshire	NG22 8TX
Newhouse	403 Edinburgh Road, Newhouse, Motherwell	ML1 5GH
Orpington (Country Choice)	Swan House, New Mill Road, St Paul's Cray, Orpington, Kent	BR5 3QD
Peterlee	5 Burdon Drive, North West Industrial Estate, Peterlee, Co Durham	SR8 2JH
Portbury	Portbury Way, Royal Portbury Dock, Bristol	BS20 7XN
Premier Park	Premier Park, Abbey Road, Park Royal, London	NW10 7NZ
Reading	Unit 24, Suttons Business Park, Earley, Reading	RG6 1AZ
Tamworth	Fresh Fields Centre, Bitterscote, Tamworth, Staffordshire	B78 3HJ
Thetford	Units 1-4 Baird Way, Fison Way Industrial Estate, Thetford, Norfolk	IP24 1JA
Warrington	Unit 3, Lockheed Road, Burtonwood & Westbrook, Warrington	WA5 4AH
Wigan	Lockett Road, Ashton-in-Makerfield, Wigan	WN4 8DE

3. PRODUCT PACKAGING

3.1 Environmental Criteria

Having a regard for necessary product protection, shelf life and supply chain considerations, Brakes-Branded packaging must be developed for minimal environmental impact. Brakes subscribe to the principle of DEFRA's Waste Hierarchy for pack development and innovation:

- Prevention
- Preparing for re-use
- Recycling
- Other recovery
- Disposal

Material identification and symbology should be employed to facilitate customer identification and recycling by authorities and the industry

3.2 Packaging Legislation and Technical Requirements

All materials used should comply with relevant EU directives and UK legislation. To ensure compliance with CSR policies all artwork for Brakes-Branded packaging must be supplied and approved via a web based approval system <https://os.branded-agency.com>. The labelling and packaging of Goods shall comply with the requirements laid down by the Buyer's Technical Department (plus 4.4) and must be approved by them prior to first delivery. The Supplier shall be responsible for ensuring that all of its labelling and packaging complies with all prevailing and future legislation likely to come into force during the shelf life of the Goods. The Buyer reserves the right to reject any Goods that in its view do not comply with such legislation.

This document provides a summarised overview of our product packaging requirements. All products should also comply with Brakes Product Standards and Supply Requirements (Appendix 6) available from the Document Library in the Brakes Assure specification system (see Appendix A). This also provides detailed information on our environmental policy and incentives in relation to Brakes-Branded packaging.

3.3 Cases

Each case/saleable unit must be carefully designed to ensure it protects the product throughout the normal rigours of storage and the distribution supply chain from product Supplier to final customer. All Brakes-Branded cases must be constructed with the minimum of headspace to prevent crushing and product damage. A minimum of a blue tinted polythene liner must be used if needed to prevent product contact with the inner test liner. The size of the case must be such that it protects the product without crushing but restricts product movement within the case. Outer cases and boxes should contain a minimum of 65% recycled content where practical or ideally 100% where functional performance permits. Where virgin material is used, the raw material must be sourced from renewable and responsibly managed forests.

3.4 Bags

Brakes-Branded bags must be made from food grade durable polythene blends that will withstand frozen or chilled temperatures as appropriate for the shelf life of the product. The bag must be fully heat sealed and of sufficient strength to prevent damage to the product in the Brakes distribution network. If the bag is the saleable unit, it should be clearly and legibly printed in accordance with all relevant UK/EU legislation. Subject to required shelf life, plastic materials should be manufactured from a mono substrate and to minimum thickness.

3.5 Sealing Tape / Glue

Cases must be sealed with clear adhesive tape or glue, which is suitable for long term ambient, frozen or chilled storage as appropriate. The tape or glue must be applied in such a manner as to provide 'tamper proof' security to the saleable unit. Labels that are applied to frozen/chilled product packaging must be produced using freezer stable adhesive that will remain fully effective during long term storage under the relevant conditions.

3.6 Unused packaging – Brakes-Branded products

For all Brakes-Branded products, Brakes expect our Suppliers to maintain adequate stock levels of packaging to meet anticipated future orders. Brakes will therefore give (where practical), a minimum of 2 months notice of the intention to delist a particular Brakes-Branded product or in lieu of notice will reimburse the Supplier its costs of unused packaging which it reasonably held at the date of delisting up to a maximum of two months stock.

3.7 Brakes-Branded Artwork

All Brakes-Branded product packaging must be briefed and approved via a web based approval system <https://os.branded-agency.com>. Full information on the process can be obtained from the relevant category team. Costs are as outlined in Appendix A.

4. PRODUCT STANDARDS

4.1 Delivery

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

- Safety
- Legality

- Quality
- Contractual agreement

All deliveries will be monitored and evaluated using the following criteria:

- Minimum acceptable life
- Product temperature
- Labelling
- Quality/damage
- Quantities relating to Purchase Order
- Mixed pallet conformity

4.2 Delivery Rejection

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 48 hours of notification. Failure to do so may result in storage charges being applied or the product being disposed of at the Supplier's expense. Details of associated charges are shown in Section 8.

4.3 Minimum Acceptable Life

Each product purchased by Brakes will, on delivery, have a minimum shelf life threshold agreed prior to the first delivery. This will be agreed with the Brakes team and then input into our inventory system as part of the product set up process. For all food products, Brakes require 85% of total shelf life to be delivered into depot, unless previously agreed in writing with both Brakes Supply Chain and Technical functions. No extension to the shelf life of any Brakes-Branded product may be implemented without the prior written approval of the Brakes Technical Manager.

On arrival at the depot, the Brakes Distribution team will crosscheck the "best before end date/shelf life" of each product against that held on our inventory system. Product could be rejected if the agreed minimum acceptable life is not achieved and charges may be applied under Section 8.

Brakes may agree to accept stock below the published minimum acceptable life in order to maintain availability to our customers. However in such instances Brakes reserve the right to cross charge Suppliers for any stock that becomes unsaleable due to shelf life expiry.

All stock within the Brakes depot network is controlled on a FIFO basis (first in, first out). It is therefore imperative that finished goods stock is rotated in a similar fashion prior to delivery into Brakes network. Brakes reserve the right to reject product delivered outside of strict date code rotation.

NB: If any rejected Brakes label stock is subsequently sold on to a third party, it is the Supplier's responsibility under our Terms and Conditions to ensure that all Brakes labelling is removed prior to re sale.

4.4 Product receipt temperatures into Brakes Network Product Min (°C Max (°C)

Product	Min (°C)	Max (°C)
Frozen products	No Limit	-18
Chilled products (excluding fresh meat / poultry, bacon, fish & seafood)	0	+5
Fresh meat products	-1	+4
Bacon products	-5	+4
Chilled mince & offal	-2	+2
Non-prepared fruit and veg*	+2	+12
Prepared produce	+2	+8 (Target <5)
Bananas	+12	+18

*Varies according to type, please see individual product specifications for details.

All live seafood must show signs of life at delivery or will be rejected and charges under Section 8 may be applied.

4.5 Case Labelling

4.5.1 Product identification

Outer cases must clearly identify the product and carry the information as detailed below. 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. Labels must be visible on the outer face of a stacked pallet.

4.5.2 Product information and legal compliance

All the information provided on the packaging must be accurate and comply with all applicable UK and EU law. In particular, suppliers must ensure that the required ingredients, allergen and nutritional information provided is correct and shall be responsible for any costs Brakes incur in carrying out analysis necessary to establish or confirm such data.

4.5.3 Product labelling

Products must be delivered in packaging that is clearly labelled or pre-printed in English with the following as a minimum:

- The full legal product name and brand to be printed/labelled on a minimum of two adjacent side/end panels
- The product code (Brakes product code for Brakes brands) preceded by the term 'Product code' to be printed/labelled on a minimum of two adjacent side/end panels and ideally also on the top flap
- Barcode to be printed/labelled on a minimum of two adjacent side/end panels and ideally also on the top flap
- The quantity declaration (size/volume) of unit (eg 4 x 2.5kg)
- Storage instructions
- The durability date eg 'best before' or 'use by date' (as appropriate)
- Manufacturer name and address/Packer or seller within EU and UK as required

Additionally, for all saleable units:

- Quantity declaration
- Ingredient, nutrition and allergen information where required
- Health/Identification mark/Factory Approval Number
- Country of Origin
- Cooking/Usage instructions
- Bar code
- Large label/text size with good print quality so readable at a distance
- Any specific handling requirements eg Fragile
- Any additional regulatory labelling eg Organic

4.5.4 Handling

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

4.5.5 Barcode requirements

All saleable units delivered into Brakes must carry a unique and scannable GS1 compliant bar code to support our warehouse management system and distribution requirements. Brakes will only accept EAN-13, ITF-14 or GS1-128 barcodes covering traded and consumer units.

Refer to the GS1 website www.gs1uk.org for additional information (support information can be found at: <https://www.gs1uk.org/support-and-training/how-to-guides/barcoding-getting-it-right>)

The supplier is responsible for ensuring that the printed bar code is accurate, scans properly and complies with GS1 standards for all production runs. Barcodes or symbols that are found to be inaccurate according to Brakes and GS1 guidelines must be corrected at the supplier's expense.

Plain (unprinted) outer corrugate boxes or partially printed boxes utilising labels or ink jet printing require brand specific product labels with a GS1 compliant bar code applied to at least two adjacent sides of the case with a GS1 compliant GTIN (Global Trade Item Number). Fully printed cases should ideally carry the barcode on four sides.

In accordance with the GS1 principles, a new bar code is required when there have been significant changes to the product eg formulation, allergens, pack size. The supplier must notify the Brakes Merchandising contact or the Brakes Central Data Team for Nominated products at least 30 days prior to any new GTIN change.

Barcodes must be printed to accepted GS1 standards (eg size, colour etc) and tested using a verifier for each packaging/production batch to confirm that they are readable and meet the requirements set out in the general GS1 specifications. All barcodes repeated on the same package (ie case or unit) must be identical.

For Brakes Brand products, the Brakes assigned GTIN must be encoded in the barcode, not the supplier's. GS1-128 barcodes must carry the appropriate AI (Application Identifier) to encode the variable fields. All AIs must be enclosed in parentheses in human readable form. The parentheses are not encoded in the barcode symbol.

4.6 Quality

On receipt, Brakes personnel will check for damages and may also carry out product quality checks. Brakes retain the right to reject product subsequent to initial acceptance into store and to levy appropriate charges for such rejections as detailed in Section 8 of this manual.

4.7 Emergency Contact Procedure

In the event of a serious incident requiring immediate action by Brakes, your first point of contact should be the Purchasing/Commercial Manager for Brakes products. He/she will escalate as necessary.

If you need to make contact out of normal working hours, the emergency contact number listed below should be used.

Brakes Emergency Contact number: 0844 800 0619

Please note that the use of this number must be restricted to **EMERGENCY** contact only (e.g. serious food contamination issue) and not non-critical issues.

4.8 Foreign Object Reporting

In the event that a foreign object is found in a product that you have supplied, you will be required to investigate and report back to us and/or our customer fully including, without limitation, in respect of the content of the foreign object; the possible causes for that foreign object being found in your product; what steps have been taken to reduce the possibility of a foreign object being found in that product again; any similar instances of which you are aware in relation to that type of product.

5. PRODUCT DELIVERY

5.1 Service Requirements

Availability of our product to our customers is one of our key business measures, Brakes require a minimum of 99.8% order fulfilment, or 2 weeks stock holding if the product is in a consolidation centre.

Any Supplier that does not meet these requirements will be subject to discussion with their buyer which may result in the termination of the agreement with the supplier

5.2 i-supply!

Brakes isupply is an industry leading web-based tool available to all our Suppliers. It can help you improve your cash flow, plan more effectively and be more responsive and efficient.

The following information is available on isupply:

- Live Purchase Order information that can be extracted in whatever format best suits your business.
- Visibility of goods receipts by SKU, depot, batch and best before date
- Sales history at SKU level
- Forecasts at SKU level
- Depot level stock holding information at SKU level, including all blocked stock
- VMI Supplier stock level support
- Consignment self-billing documents
- Consignment movements as they happen to enable you to self-bill directly from i-supply
- Live visibility of JIT orders building throughout the day at SKU and Customer level
- KPI levels for deliveries made to Brakes

This tool can reduce administration for suppliers and drive service excellence across the total supply chain. It will also help reduce your carbon foot print by eliminating the “paper fax”, as all Purchase Order information is available online.

Complete visibility of Purchase Orders can help resolve issues as they occur and leads to speedier resolutions of any goods-receipting issues.

The goods receipt publication will also allow all Suppliers to ‘clean invoice’ and therefore positively aid cash flow. Prior to isupply, payments could have been potentially put on hold, resulting in payments not being made in the correct accounting period.

All Suppliers will be expected to subscribe to this service as part of their ongoing day-to-day relationship with Brakes. Suppliers must agree to execute any terms and conditions relating to such web portal required by Brakes.

The Supplier shall be fully liable for all subscription charges. Should you require any further information, please contact your respective Supply Planner/manager.



5.3 Purchase Ordering

5.3.1 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 by taking into account projected stock levels, sales, lead-time, order rounding units and safety stocks. Brakes ordering quantities will be based upon sales requirements. Where Suppliers impose a minimum order quantity in excess of this requirement, Brakes reserve the right to return or dispose of any product that becomes unsalable due to shelf life expiry.

Once an order is created, it will be transmitted to the Supplier in the agreed format. If a Supplier uses one of our Primary Consolidation operations, a copy of the order will also be transmitted to the third party service provider. A stock withdrawal request will be transmitted to the consolidator who will pick and dispatch stock on the Supplier's behalf. Once confirmed by the consolidator, a self-billing document showing the stock withdrawal and its value will be generated and automatically sent to the Supplier. Vendor-managed inventory (VMI) Suppliers are expected to manage their own stock levels within the consolidation centre, holding a minimum of a rolling two weeks stock to meet Brakes Purchase Order requirements.

Brakes shall be entitled to cancel an order, in part or in full, at any time prior to the delivery of that order, without any liability to the Supplier.

- 5.3.2 Suppliers are required to meet the order in full on the delivery date specified on the Purchase Order. If standard booking slots are in place with a Supplier, it is also imperative that this is strictly adhered to. Any anticipated discrepancy to the delivery criteria must be communicated to the Supply Planner, at least 24 hours prior to delivery, on the number shown at the top of the Purchase Order. At this point, it is the Supplier's responsibility to give details of both the reasons and resolution timescales.
- 5.3.3 We retain the right to refuse product delivered in excess of the quantity on Brakes Purchase Order.
- 5.3.4 Brakes expect Suppliers to adhere to the minimum lead times to suit our business and ultimately customers' needs. At Brakes Supply Planner's discretion delivery may be within one working day onwards, depending on the temperature and type of product.
- 5.3.5 Unless otherwise agreed, Suppliers will be expected to hold 2 weeks stock of Brakes Branded product within their own supply chain for all frozen and ambient products. For those Suppliers utilising a Brakes Primary Consolidation Centre, we require the Supplier to hold a rolling two weeks stock in consolidation and also to have an additional two weeks buffer stock to accommodate any uplift in demand.
- 5.3.6 Chilled stock management policy will be agreed on an individual product/Supplier basis.

5.4 Booking in Deliveries

All Distribution Centres operate a booking in schedule, detailing Suppliers' booking times and references on a first come first serve basis, to which all Suppliers must adhere. Booking lines at our locations are generally open between the hours of 09:30 and 14:00.

5.4.1 Non-standard Booking Slots

On receipt of the Purchase Order from the Supply Planner, Suppliers should contact the respective depot and obtain:

- A booking date (on or before delivery due date). Consignment Suppliers must allow 4 - 5 days before date of consignment is due.
- A delivery time.
- A booking reference number.

The Brakes Purchase Order number must be quoted in all instances, so that Brakes Supply 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 14:00hrs on the day prior to delivery. Failure to meet these timescales may result in charges being levied in line with Section 8 of this document.

5.4.2 Standard or Pre-agreed Booking Slots

Where a Supplier has agreed in advance standard delivery slots at the Distribution Centres, there is still a requirement for the Supplier to confirm their ability to meet the pre agreed slot. The Supplier will also need to obtain a booking reference from the Brakes team. Again, the Supplier should telephone the relevant depot to receive the booking reference.

5.4.3 Booking Times

Vehicles will be unloaded at the Distribution Centre according to pre agreed booking slots. Drivers should be instructed to arrive on site at least 15 minutes, but no more than 30 minutes prior to their allocated booking time. If a driver arrives more than 30 minutes prior to the booking slot, he/she may not be allowed on site and may be asked to return at their allocated time. Late Supplier deliveries will enter a queuing process, which the depot will then review at their earliest convenience. They could also be liable for rejection unless prior notification is given, and may also be subject to charges as detailed in Section 8 of this document.

5.4.4 Unloading Timescale

When a Supplier contacts the depot to obtain a booking slot, they will be asked to provide a breakdown of the load, in terms of full and mixed pallets. From this detail, Brakes will be able to allocate a booking

slot suitable for the specific load. This timescale should be communicated by the Supplier to the haulier.

5.4.5 Failed Deliveries

If a Supplier is unable to meet the booking time on a specified day, Brakes will expect the Supplier to make good the shortage during the same sales day when needed or at the discretion of the Supply Planner. If a delivery cannot be made to a depot in time to meet the Brakes internal trunking operations, the Supplier may be requested to deliver to a number of depots requiring the product prior to the commencement of customer delivery schedules.

If the above cannot be met, Brakes may move stock from another location using an emergency courier service and charge the cost back to the Supplier, in line with Section 8 of this document.

5.5 Load Palletisation

All pallets must conform to BS2629. The specific requirements of this are that they must be nailed soft/hard wood, four way entry, non reversible close boarded deck (nominal gap 25mm), mitred perimeter base and be in good condition so as to provide good support for the product.



Specifications:

Dimensions

Width: 1200mm

Depth: 1000mm

Height: 162mm

1000mm side: 1200mm side

Window Height: 120mm 95mm

Window Width: 357mm 390mm

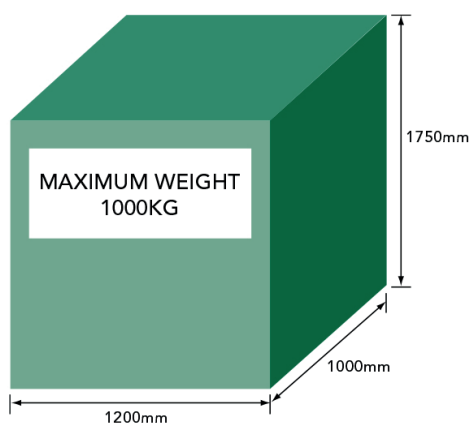
Material: Wood

Nails: Either standard or stiffstock wire and complies with the European legislation on heavy metal content

Weight Average 28kg

5.6 Palletisation Rules

Consideration should be given to the pallet configuration. The stacking pattern shall be such as to minimise product and packaging damage and to provide a stable pallet. Product identification, including Brakes product code, should be clearly visible on all four sides of stacked products. The case dimensions should allow optimum use of the pallet footprint. Square cases should not be palletised without first packing two cases into a collation sleeve or outer case to provide a rectangular package, or by utilisation of a layer pad within the pallet layers.



Maximum Pallet Height

1750mm for frozen and chilled

1700mm for ambient and non food

Pallets to be delivered into Brakes depots must not exceed the dimensions 1200mm x 1000mm x 1750mm for frozen and chilled, 1200mm x 1000mm x 1700 for ambient and non-food (unless by prior agreement in writing). This includes the pallet base height of 162mm. Pallet overhang is not acceptable and pallets delivered in excess of the above dimensions will be rejected at Brakes depots. The maximum pallet load accepted is 1000kg (inclusive of pallet).

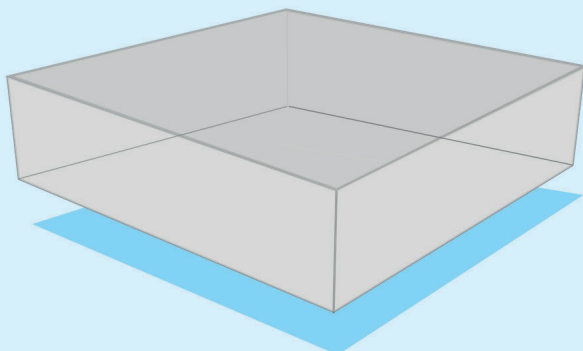
5.6.1 Suppliers should note that pallet height restrictions exist at most of Brakes Distribution Centres. Unless previously agreed in writing with the Supply Chain Management team, pallets must not exceed the overall heights indicated above. Any pallets exceeding these specifications will be rejected or restacked at the Suppliers cost, in line with Section 8 of this document.

5.6.2 When palletising products, Suppliers must ensure the following:

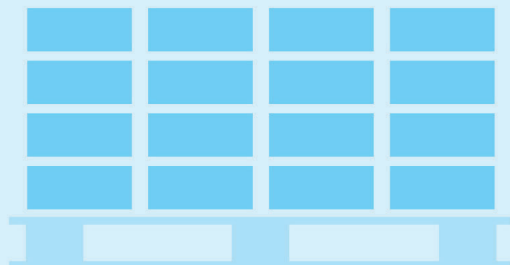
- Products are stacked to the perimeter of the pallet board, any overhang will lead to the pallet

Example of saleable unit counts in layers and pallets

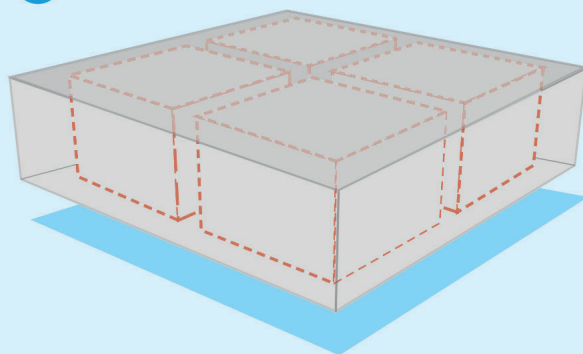
A Saleable units = 1 X 1



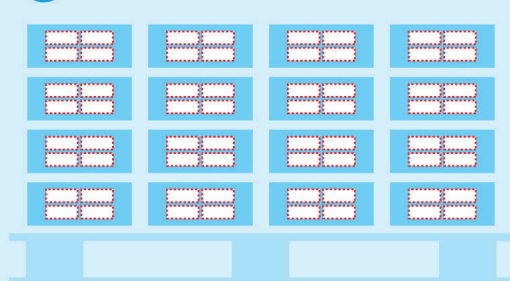
A



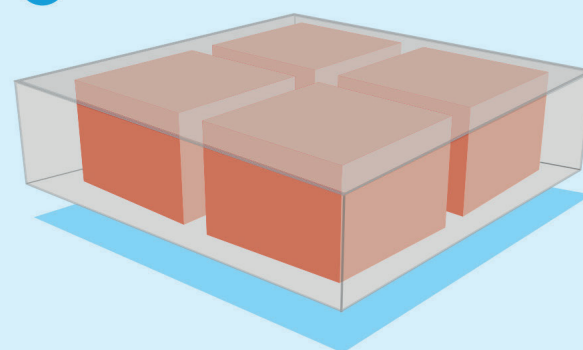
B Saleable unit = 1 X 4 (not to be split)



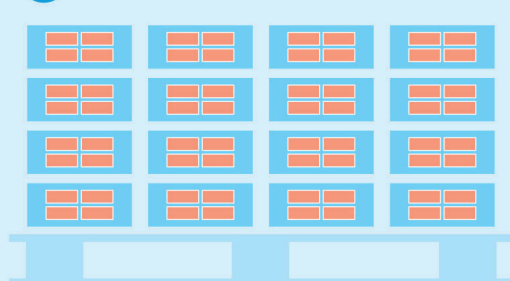
B



C Saleable units = 1 X 1 or 4 Individual units



C



A 1 Layer = 4 saleable units



B 1 Layer = 4 saleable units



C 1 Layer = 16 saleable units



being rejected or re stacked at the Supplier's cost.

- Products are stacked to the prescribed pallet configuration as laid down in the product specification.
- All pallets should be built in such a way that product code/label and SLED are clearly visible on the outer facing side of the case.
- At no time should products be delivered with a shorter total shelf life expiry date than product on a previous delivery (FIFO rules). Product may be rejected if presented with less than FIFO rules.

5.6.3 Mixed Pallets

Where previously agreed with the Supply Manager, certain products may be ordered in quantities less than a full pallet. In the main, Brakes will place orders in multiples of full layers, and it is imperative that these pallets are presented at the Distribution Centre in a manner that optimises product identification and vehicle turnaround times.

Mixed products or date codes on a single pallet will only be accepted if:

- The pallet is clearly marked with a label.
- Suitable separation is used to clearly define the breaks between products and/or date codes. Unless by prior agreement in writing, this should take the form of wooden pallets (where product stability/packaging allows).
- There are no mixed date codes/or products on any single layer.
- Case picked product is presented at the uppermost point of any pallet
- Ideally, the maximum number of individual products or date codes on an individual base pallet should be limited to two.

- 5.6.4 All pallets must be stretch wrapped. Care must be taken that stretch wrap is not 'over tensioned' so as to cause damage to palletised product.

5.7 Pallet Exchange Procedures (UK)

All pallets are deemed as one way trip only. In the event of Brakes personnel having to be involved in the management of any pallet discrepancies, Brakes reserve the right to charge an administration fee as detailed in Section 8 of this document.

This pallet procedure is applicable to all Brakes sites and their consolidation partners across all temperature ranges. There are no pallet exchanges of any pallet type.

Any non-conforming pallets may be rejected or inverted and made good where the product allows and the cost of inversion and pallet provision will be levied in accordance with Section 8 of this document.

5.7.1 Pallet Exchange Procedures (European Consolidation)

No pallet exchange will be offered at our European Consolidation Sites. All products will be supplied on Brakes specified pallets and should be included in the product price.

5.8 Delivery Vehicle Standards

The following vehicle standards apply to all vehicles delivering goods to Distribution Centres.

- 5.8.1 The delivery vehicles must be clean, structurally and mechanically sound and fit for the purpose, conforming to the applicable Road Traffic, and Construction and Use regulations relating to safe condition and operation.

- 5.8.2 Where vehicles are used to transport various product types, particularly fresh fish, specific care must be taken to avoid cross -contamination or taint.

Suppliers should also ensure that when loading delivery vehicles, sufficient space is left between pallets to ensure safe unloading via the rear doors.

Vehicles not conforming to the delivery specification will be rejected unless otherwise agreed with the

Distribution Centre Management, who will have the final decision. In such instances, the Supplier will be liable for charges under Section 8 of this document.

- 5.8.3 Product temperatures on all temperature controlled deliveries will be checked before unloading is authorised.
- 5.8.4 Vehicle doors must not be opened until authorised by a Brakes member of staff.
- 5.8.5 Vehicles will be rejected if mechanical loading equipment cannot be used.
- 5.8.6 All vehicles should be fitted with rear doors/shutters to facilitate unloading through doors directly into the warehouse.
- 5.8.7 Deliveries and collections for Brakes sites must not be made on vehicles over 16.5m in length unless specifically agreed with the site management team to ensure safe manoeuvring room is available.

5.9 Delivery Documentation

- 5.9.1 Suppliers must ensure that every delivery to Distribution Centres is accompanied by a legible and accurate delivery note. A pre-advice document should also be presented in advance of the delivery, which helps to streamline the delivery and minimise vehicle delays.
- 5.9.2 If the total Purchase Order quantity is in excess of a single vehicle, the Supplier must contact the Supply Team 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 charges as defined in Section 8.
- 5.9.3 The delivery note should include the following information:
 - Supplier name and address
 - Date of delivery
 - Booking reference numbers
 - Delivery note reference number
 - Units ordered
 - Units delivered
 - Total saleable unit quantity of each item
 - Item descriptions including pack sizes and Brakes product codes
 - Use by or BBE date per item

5.10 Intake Procedures

The following general guidelines apply to all Distribution Centres. Suppliers must ensure that their hauliers deliver product in the sequence agreed with the Distribution Centre.

- 5.10.1 All delivery vehicles must be registered on arrival at the depot, where they will be issued with security procedures for that site.
- 5.10.2 It is important that drivers adhere to their booking times, as vehicles will be unloaded according to the daily booking schedule. Any deviations from this will give rise to the risk of rejection or delays to vehicle turnaround.
- 5.10.3 Every commodity delivered will be checked by item description, pack size and quantity, and the details reconciled with the Purchase Order through the stock management system.
- 5.10.4 Perishable products may be sampled upon arrival and the date codes, temperature and weights will be checked and recorded onto Brakes stock management system.
- 5.10.5 The Distribution Centre may refuse any part of a load if the product being delivered is out of condition or damaged. The Brakes Proof Of Delivery (GR) document will record this.

- 5.10.6 In circumstances where there is a discrepancy between the delivery details and Brakes Purchase Order, the driver will be given the opportunity to verify this. Discrepancies will be recorded on the Proof Of Delivery (GR).
- 5.10.7 Upon completion of unloading and checking at a Brakes depot, the driver will be issued with a Goods Inwards Note signed by an authorised member of staff in the goods receiving area. This will record all delivery details including any discrepancies (i.e. under/over deliveries or rejected goods). This is the only acceptable proof of receipt for invoicing purposes; Supplier delivery documentation will not be signed.
- 5.10.8 Authorisation to leave the site will be completed and signed by the authorised member of staff in the goods receiving area.

5.11 Product Rejections or Returns

- 5.11.1 Product quality checks by a Technical/QC representative can be undertaken at a Distribution Centre before and after receipt. Brakes also reserve the right to check the quality of product held within our Primary Consolidation Centres. Without prejudice to Brakes other rights and remedies and Brakes' Terms and Conditions of Purchase, non-conformance charges will be applied in accordance with Section 8 of this document, in all instances of rejection.
- 5.11.2 At point of delivery, Brakes QC may reject product. In such cases:
- It will be rejected by the goods in system and noted on the Supplier's GR.
 - The haulier will be required to uplift the product immediately. The QC representative will liaise with the Supplier via QC rejection notification.
- 5.11.3 Where product is rejected by a QC representative after delivery:
- The QC representative will inform the Supplier via the QC rejection notification. The Supplier must arrange for the immediate collection of the goods. Failure to collect within 48 hours will result in storage charges being levied in accordance with Section 8 of this document.
- 5.11.4 Depots may also reject product during the normal receiving operation due to:
- Late arrival
 - Unstable/unpalletised loads
 - Mixed pallets improperly stacked
 - Product outside of temperature range
 - Damaged packaging
 - Wrong product/goods not ordered
 - Short coded/mis-rotation of dates
 - Quantity in excess of order
 - Poor labelling
 - Pallet height/weight
 - Poor quality pallets

During office hours:

- The Distribution Centre will inform Supply Chain.
- Supply Chain will liaise with the Supplier and instruct the depot on the appropriate action to be taken.

Outside office hours:

- The product will be rejected by the goods in system and noted on the Supplier's POD.
- Supply Chain will be notified of rejections via email.

- 5.11.5 Product rejected, or for return, must be handled under the correct conditions to ensure that it is destroyed or disposed of in a controlled manner. Evidence of this must be made available to Brakes

upon request. Rejected product must be removed from Brakes packaging prior to disposal, unless disposed of via FareShare.

5.11.6 Goods authorised by Brakes for return to a Supplier, post delivery, will only be released on presentation of an authorised Supplier collection note. A standard delivery note document may be amended and used as authorisation to collect goods.

5.11.7 The Supplier and Supply Planner must agree quantities and a date/time for uplift at each location at least 48 hours in advance of collection. Once this is agreed the Supplier should then contact the respective depot to obtain a booking date, delivery time, booking reference number, stating the product to be uplifted and number of pallets.

5.11.8 Goods for collection must be uplifted within 48 hours of the date on the uplift letter communication by Brakes. Failure to do so will result in storage charges being levied and may result in disposal of the stock by Brakes and a further charge being raised against the Supplier as laid out in Section 8.

5.11.9 Product Returns

When it's been determined that a product will not sell across the Brakes Group supply chain, this stock will be returned to the Supplier (return to vendor (RTV)). The Supplier will be notified by email, and provided with the product description, depot location and a 30-day period for pickup from the depot. Should the product not be picked up from the depot within the 30-day window charges will apply in accordance with Section 8 of this document.

5.11.10 Returns of Discontinued Supplier-Branded Lines

When Supplier-Branded product lines have been discontinued across the Brakes Group because of poor sales history, the Supplier will be required to pick up the stock from the depot (return to vendor (RTV)). The Supplier will be notified by email, and provided with the product description, depot location and a 30-day period for pickup from the depot.

Should the product not be picked up from the depot within the 30-day window charges will apply in accordance with Section 8 of this document.

5.11.11 Product Recalls

There will be occasions where Brakes have to recall products from our customer base, e.g., where non conforming products have been supplied. Costs for these recalls will be charged to the Supplier on the basis of the work involved with calls made to customers, collections made, credit issued and management time associated with the recall, as outlined in section 8.

5.12 Safety and Security

The safety and security of our personnel and visitors to our Distribution Centres is of paramount importance. Procedures are in place to ensure that risks are minimised. It is vital that these procedures are observed at all times. Local arrangements may apply at specific locations and Suppliers will be notified of these.

5.12.1 The wearing of safety footwear and high visibility clothing is mandatory. Drivers arriving at Distribution Centres with footwear deemed unsuitable may be refused entry at Brakes sole discretion.

5.12.2 In the event of emergency, drivers will be required to leave their vehicles immediately and proceed to nominated assembly points as directed by the Distribution Centre personnel.

5.12.3 Any injuries or damage to property or vehicles occurring whilst on site must be reported to a member of the Brakes management team before leaving the Distribution Centre.

5.12.4 Brakes reserve the right to refuse entry to any vehicle or driver who is deemed a risk to safety.

5.12.5 All vehicles may be subject to checking or search at any time before leaving the Distribution Centre. In any case of theft or suspicion of theft, the police will be called immediately.

5.12.6 In certain instances, drivers will be asked to surrender their vehicle key, whilst unloading takes place.

6. E-COMMERCE

6.1

The Supplier shall be a member of a recognised Datapool system, and any and all data interchange between the Supplier and Brakes (including, without limitation, in relation to any new listing or amendments to existing Goods) will be transmitted by such datapool, unless agreed otherwise in writing by the Buyer.

All communications between the Supplier and Brakes, and/or any nominated service providers, will require the use of GTINs. The Supplier acknowledges that their internal product codes will not be recognised by Brakes.

The Supplier shall be fully liable for any and all subscription monies (and associated charges) payable in connection with the requirements of this Clause (including, without limitation, any i-supply!, Assure or datapool subscription charges).

6.2

It is Brakes' intention to continue to develop its e-commerce systems and programmes and the Supplier shall ensure that its systems are fully compatible with the Brakes systems.

7. SUPPLIER INVOICING

7.1 Suppliers Delivering Direct to Brakes Invoicing Requirements

Supplier invoices/credit notes should satisfy the following requirements to ensure 100% automated matching via our Vendor Invoice Management system tool (VIM) and facilitate payment, to contract terms:

- All invoices/credit notes must be in a pdf format and should be sent to apinvoices@brake.co.uk (1 PDF invoice per attachment). This is a no response email and should be used for invoice submission only.
- All invoices/credit notes sent via email should be as an attachment to the email (embedded attachments, password protected or authenticated emails/documents are not accepted).
- All PDF invoices/credit notes must quote the correct Brakes Purchase Order number which is a 10 digit code either starting with either 450xxxxxxx or 630xxxxxxx
- Invoices must match the delivery note signed by the Brakes depot on delivery and invoices should not be issued to Brakes until delivery has been met.
- To assist in the Proof of Delivery (Goods Receipting), information is available via the Brakes i-supply! portal. This is an important part of the Brakes supply chain strategic development programme and allows a supplier to clean invoice matching both quantity and price to aid invoice matching via automation.
- Supplier statements and any supplier account or payment queries should be sent to purchase.ledger@brake.co.uk
- Your account handler can be contacted on 0344 873 8516; open Mon – Fri 8.30am – 5.00pm.

7.2 Invoicing Discrepancies

7.2.1 Price issues:

Where invoices are found to have price differences, where the invoice price is higher than the Brakes file price, the invoice will be parked until the price has been agreed between the Brakes Buyer (core products)/ Nominated Customer (nominated products) and the Supplier. In the event that the Brakes price is correct, a credit note should be supplied by the Supplier and the price amended in the supplier system.

In the event that the Supplier price is correct, the invoice will be processed and settled in line with payment terms, the price being subsequently updated in the Brakes system.

7.2.2 Quantity issues:

Should the Supplier invoice not match the Brakes Purchase Order Goods Receipt document (GR), a request for a credit note for the difference will be sent to the supplier. Once the credit note is received, this will be matched against the invoice and both documents will be settled in line with payment terms. If there is a dispute, a signed delivery note should be sent to purchase.ledger@brake.co.uk quoting the purchase order

number to support the reported discrepancy. This will be passed to the relevant depot for investigation.

In the event of a subsequent RTV (return to vendor of stock), where the original invoice has already been matched to the purchase order, a debit note will be raised by Brakes and a copy of this debit note will be sent to the Supplier.

If the Supplier agrees with the debit note, please process the debit note and clear from your records. (A copy of the document raised in the supplier system does not need to be issued to Brakes). Any disputes of debit notes should be raised via email to purchase.ledger@brake.co.uk.

7.3 Suppliers Within Primary Consolidation Operations

Invoicing requirements for third party deliveries are the same as above. However, the following must be noted:

- Suppliers on consignment stock will not issue invoices at all. The Brakes self-billing system will take care of all payments and any corrections for stock withdrawn. Self-billing invoices can be retrieved from the i-supply! portal.
- No invoices are to be raised/dated prior to the agreed delivery date and should not be issued to apinvoices@brake.co.uk prior to the day two, midday, deadline for reporting of quantity discrepancies.
- Invoices must be corrected for any discrepancies prior to issue to Brakes .
- All pallet distribution from Consolidation Centres are managed by Brakes and charged based on an agreed National Pallet Rate (NPR). Charges for distribution are applied at point of delivery into the Consolidation Centres and invoiced based on the weekly activity. Any increase/decreases to the rates will be communicated directly to Suppliers, with a minimum of four weeks notice.
- Outbound Distribution charges for Consignment stock in Brakes Consolidation Centres are charged weekly based on the number of pallets received in that week.

8. NON-CONFORMANCE CHARGES

In the event of a delivery not meeting Brakes requirements, Brakes are likely to incur administration costs in addition to other associated claims and losses arising from the breach. Without prejudice to Brakes' other rights and remedies and Brakes' Terms and Conditions of Purchase the following charges shall therefore be payable by the Supplier:

Supplier Charging Summary

Charge Title	Description	Value	Responsibility
Short Delivery of Product	If you fail to deliver to an order fulfilment of 99.80%, or if a VMI / Consignment Supplier falls below two weeks stock holding you may be subject to commercial discussions with your buyer.		
Fail to deliver at correct time or day.	If you fail to deliver your order on the correct day or time and this results in redistribution across our network to fulfil customer requirements you will be charged the full costs, this includes an admin charge of £100. We will inform you before we charge and you will have a week to raise any appeal to your supply planner.	Full Costs	Product Supply
Failure to cancel unused booking slot	If you are unable to deliver for whatever reason, and you have not cancelled your booking slot at least 24 hours in advance with the depot then you may be charged a non-conformance charge of £100. This non-conformance charge is charged per missed booking slot	£100	Product Supply
Quality Rejection at depot	First incident per product/pallet or part thereof	£100.00	Technical
	First repeat incident per product/pallet or part thereof	£200.00	Technical
	Subsequent repeat incidents per product/pallet or part thereof	£300.00	Technical
Customer complaint	Charge plus associated costs	£55.00	Technical
Product Recalls	Per customer contact	£5.00	Technical
	Per customer contact where collection is required and credit issued	£55	Technical
	Management charge also applied based on recall size and management required	Variable	Technical
Making good poorly presented load	Charge based per case	£0.35	Depot
	Charge per white pallet board supplied	£13.00	Depot
	Admin charge	£63.00	Depot
Storage of uncollected rejections	Per pallet / week or part thereof	£13.00	Depot
Destruction of uncollected rejections	Per pallet or part thereof	£315.00	Depot
	Additional cost of skip, including rendering where applicable	Full Cost	Depot
Destruction of uncollected stock	Per pallet or part there of	£315	Depot
	Additional cost of skip, including rendering where applicable	Full Cost	Depot

The charges shown in the table above are subject to amendment from time to time on reasonable written notice to the Supplier. Due to the revised legislation regarding the disposal of animal by products each instance will be charged on an individual basis. The charges shown above are therefore included as a guide only.

9. KEY PERFORMANCE INDICATORS

Suppliers are expected to achieve the following key performance indicators, in addition to those set out in Brakes Terms and Conditions of Purchase, unless agreed otherwise in writing with Brakes from time to time.

KPI and measures Supply Chain	Reference
99.8% Order Fill – Key measure	Section 5.1
Order profile is at least Day 1 Day 3	Section 2.1
Have 3 deliveries per week Or is available if needed Or is in consolidation	Section 2.1
Subscribe to and use i-supply!	Section 5.2

KPI Depot and Deliveries	Reference
Book In Delivery 100%	Section 5.4.1
Delivery Arrives For Booking And On Time 30 mins +/- 98%	Section 5.4.3
Delivery Matches Purchase Order 100%	Section 5.3.2
Products Have The Correct Shelf Life 100%	Section 4.1
Quality, Labelling, Temperature Are Correct 100%	Section 4.1
Palletisation Must Conform To Specified Requirements 100%	Section 5.5 and 5.6

APPENDIX A

1 Costs

• Packaging Artwork Development

	Single language		Multi-language	
	£	£	£	£
Lid/Label	125	150	165	198
Bag/Sachet	260	312	300	360
Case/Carton/Wrap Band	260	312	300	300
Product Illustration	50	60	50	60

The above costs include construction of artwork to Sysco approved style guide, two rounds of amends, PDFs, colour picture placement where relevant, and final artwork loaded to <https://os.branded-agency.com>. If further minor amends are required, each version will be charged as follows:

	Other version cost	
	£	£
Lid/Label	100	120
Bag/Sachet	150	180
Case/Carton/Wrap Band	150	180
Product Illustration	100	120

The Seller shall be responsible for ensuring that all of its labelling and packaging complies with all prevailing and future legislation likely to come into force during the shelf life of the Goods. The Buyer reserves the right to reject any Goods that in its view do not comply with such legislation.

2 Assure

All Suppliers of products where the brand is registered to the Brakes Group of Companies are required to subscribe to the Brakes Assure system for Supplier management. This interactive system facilitates communication between Brakes and our own brand supply base, and also the maintenance of accurate and up to date product specifications,

allowing Brakes to supply accurate product details to our customer base. The annual subscription for Brakes Assure is based on the own brand purchase value from the supplier and whether product supply is from a single production site or multiple sites:

	Price per year	
	£	£
Single Site Supplier	850	1,000
Multi-Site Supplier	1,700	2,000

Price covers access to Sysco Assure for all of Sysco Europe where Assure is used.

• Regulatory Compliance Checks and Translations

Where unforeseen changes occur in product specification the following charges will apply, depending on the circumstances of the change:

- A flat rate of £1,800 / €2,100 to be applied at SKU level
- For dual / tri supplied SKUs, flat rate of £1,800 / €2,100 to be split across all suppliers*
* Subject to Sysco FSQA review and confirmation that product specification is identical across all suppliers
- **No product or supplier changes at all from previous year** = no cost
- **Supplier change and no spec change** = packaging artwork development cost only and Assure costs (if supplier new to Sysco)
- **Existing supplier and spec change** = packaging artwork development and Regulatory compliance checks and translations costs
- **Supplier change and spec change** = packaging artwork development, Regulatory compliance checks & translations costs, and Assure costs (if supplier new to Brakes)



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Lineage's expertise in end-to-end logistical solutions, its unrivalled real estate network and its use of technology combine to promote food safety, increase distribution efficiency, advance sustainability, lessen environmental impact and minimise supply chain waste.

As a result, Lineage helps customers ranging from Fortune 500 companies to small family-owned businesses increase the efficiency and protect the integrity of their temperature-controlled supply chain. In recognition of the company's leading innovations, Lineage was recognised as the No. 1 Data Science company on Fast Company's annual list of The World's Most Innovative Companies in 2019, in addition to ranking 23rd overall in an evaluation of thousands of companies worldwide.

lineagelogistics.com



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