



Woolworths New Zealand Supplier Charter

Introduction

- A. At Woolworths New Zealand we are committed to sustainable and mutually beneficial relationships with our merchandise suppliers.
- B. To help demonstrate this we have published this Charter, which describes what our merchandise suppliers can expect when they work with us in connection with the supply of grocery products.

1. Our expectations of our team

1.1 When we work with you:

- (a) we will act ethically, fairly and honestly;
- (b) we will deal with you openly and in accordance with reasonable processes; and
- (c) we will follow those processes.

1.2 We will:

- (a) provide regular updates about our future plans and issues that materially impact our dealings with Suppliers; and
- (b) seek feedback from Suppliers on our performance and about areas where we could improve.

2. Our expectations of you

2.1 When you work with us, we expect that:

- (a) you will act ethically, fairly and honestly; and
- (b) you will raise any issues you have with us promptly and through the appropriate channels.

3. Terms of Trade

- 3.1 We will provide you with a signed copy of our Terms of Trade.
- 3.2 We will provide you with a copy of, or access to, our Terms of Trade with you on request.
- 3.3 If we want to make changes to the Terms of Trade (either generally or relating specifically to you) then, subject to the specific provisions of those Terms of Trade, we will:
 - (a) if the changes are material, seek feedback from relevant Suppliers about them; and
 - (b) give reasonable notice of the proposed changes.

4. Product ranging and de-listing

- 4.1 If we plan to carry out a range review we will inform you of this and will provide you with details of the applicable ranging criteria.
- 4.2 If you make a request that we range a new grocery product proposed by you, we will provide you with details of the applicable ranging criteria.
- 4.3 If we decide not to range a new grocery product proposed by you, or to de-list any of your grocery products, we will:
 - (a) base that decision on the applicable ranging criteria; and
 - (b) provide you reasonable notice of this and will give you the reasons for our decision.
- 4.4 If you ask us to, we will have a senior manager review a decision we make regarding the ranging of your grocery products.

5. Dispute resolution

- 5.1 We will do our best to resolve any dispute about whether a member of the Woolworths New Zealand Group has acted inconsistently with its commitments under this Charter (a **Dispute**) promptly.
- 5.2 We will make the process described in this clause 5 (the **Dispute Process**) available to allow Disputes to be brought to the attention of a senior manager for internal review and resolution.
- 5.3 If you use the Dispute Process you will not be prejudiced because of it. However, to ensure the Dispute Process is used for its intended purpose:

- (a) the Dispute must be raised in good faith; and
- (b) you must have first tried to resolve the Dispute with your category team at Woolworths New Zealand.

5.4 If you have met the requirements above, you may refer your Dispute to us by contacting us in writing or by email at the following address:

The Managing Director
Woolworths New Zealand Limited
Private Bag 93306
Otahuhu
Auckland 1640

managingdirector@woolworthsnz.co.nz

You must provide your full name and contact details when you do this.

5.5 When you refer your Dispute to us you must also provide enough information to allow the Dispute to be investigated properly, including:

- (a) a summary of the relevant facts;
- (b) a history of events and any relevant dates;
- (c) a copy of any relevant documents;
- (d) a description of any loss you have suffered; and
- (e) details of the resolution sought,

(the **Background Information**).

5.6 Once we have received your Dispute we will confirm this to you and will let you know which senior manager is reviewing the Dispute and any other members of our team who are involved (the **Woolworths New Zealand Reviewers**). In most cases this senior manager will be one of the following:

- (a) the relevant Merchandise Manager;
- (b) Woolworths New Zealand's General Manager - Merchandise;
or
- (c) Woolworths New Zealand's Managing Director.

However, in some cases, depending on the subject matter of the Dispute, it may be necessary to involve another senior manager.

5.7 The Woolworths New Zealand Reviewers will consider the Background Information. You will be given an opportunity to meet the

Woolworths New Zealand Reviewers and make any other submissions you wish to make.

- 5.8 We will use our best efforts to resolve the Dispute within 14 days of you referring it to us. If we are not able to do this, we will let you know and tell you the reasons why. We will also give you an update of when we expect to be able to resolve the Dispute.
- 5.9 We expect that, if a Dispute arises, you will try to resolve it using the Dispute Process, but use of the Dispute Process will not:
- (a) prevent you from raising any matter directly with any regulator or authority;
 - (b) prevent you from raising any matter under any applicable industry code;
 - (c) prevent you from using the Woolworths “Speak Up” service;
 - (d) prevent you from using any dispute resolution provisions included in the relevant Terms of Trade; and
 - (e) prevent you from commencing legal proceedings in relation to any matter.
- 5.10 Dispute resolution under the Dispute Process is not arbitration for the purposes of the Arbitration Act.

6. Small Suppliers

- 6.1 We want to support Small Suppliers and acknowledge that, if they are unfamiliar with our processes, they may sometimes need some additional support and assistance. For this reason we will do our best to ensure:
- (a) our category managers are aware of the need to assist Small Suppliers to understand our supplier on-boarding process;
 - (b) our Quality Assurance Team are aware of the need to assist Small Suppliers to understand our quality assurance processes;
 - (c) our Merchandise Centre of Excellence for Master Data is available to assist Small Suppliers with support and assistance.

7. Theft

- 7.1 We will not require payments from you as compensation for loss of grocery products after we have taken possession of them arising from theft. This does not prevent us agreeing to or implementing measures to mitigate the risk and occurrence of theft.

8. Changes to this Charter

- 8.1 If we propose to make changes to this Charter we will give Suppliers reasonable notice of those changes and, if it is practicable to do so, seek feedback from Suppliers about those changes before making them.

9. General

- 9.1 In this Charter:

we, us or our means or refers to a member of the Woolworths New Zealand Group;

Charter means this charter, as amended from time to time;

Small Supplier means a Supplier whose annual sales to the Woolworths New Zealand Group are expected to be less than NZ\$1 million;

Supplier means a person who supplies grocery products to us for the purpose of retail sale by us;

Terms of Trade means an agreement between us and a Supplier for the supply of groceries to us for the purpose of retail sale by us; and

Woolworths New Zealand means Woolworths New Zealand Limited;

Woolworths New Zealand Group means Woolworths New Zealand Limited, General Distributors Limited, The Supplychain Limited and Wholesale Distributors Limited;

you or your means or refers to a Supplier.

- 9.2 Any notice required to be given by us:

- (a) to Suppliers generally under this Charter, will be deemed to be given if it is published on our website www.supplier.countdown.co.nz;
- (b) to a specific Supplier, will be given in accordance with the relevant Terms of Trade.

- 9.3 To the extent this Charter is inconsistent with any Terms of Trade, the Terms of Trade will prevail.

- 9.4 Franchisees who operate SuperValue or FreshChoice stores are not members of the Woolworths New Zealand Group.