**SPOC: Single Point of Contact**

**Supplier Code of Conduct and Declaration**

This SPOC Code of Conduct provides the high level guidelines for the use of the Warehouse Group Limited’s SPOC (Single Point of Contact) system by Suppliers to **The Warehouse Group Limited (TWG)**. All Suppliers issued with a SPOC login must agree to the declaration section and comply with the provisions of this Code of Conduct.

**Purpose/Introduction**

SPOC provides TWG sites a single-point-of-contact to source all their non-trade requirements, from multiple suppliers.

Only selected items from approved suppliers are made available. Product selection criteria include quality (fit-for-purpose), lead-time and price. Supplier selection criteria includes products and performance.

SPOC facilitates the processes for TWG Sites and Suppliers.

Suppliers receive electronic orders with details of items and delivery address. Upon confirmation of receipt by the TWG site, the system enables payment through regular summary/consolidated invoices – at End-of-Month plus a “catch up” period.

SPOC Support is the TWG designated Strategic Sourcing Partner working with the TWG Procurement Department, assisting sites and suppliers in the maintenance of service and handling of all queries.

1. **Use of the SPOC system**

   1.1. Suppliers should ensure that all information exchanged between the Supplier and TWG – including product or service information, pricing, volume usage, etc – is confidential between the Supplier and TWG.

   1.2. Suppliers shall advise TWG of primary and secondary contacts who will be users of the system. Users of the system should be made aware of the Supplier Code of Conduct and Declaration.

   1.3. Account details are issued by TWG Procurement and are to be treated with all care and responsibility.

   1.4. Suppliers shall only use their SPOC account to confirm dispatch of goods to TWG sites, confirm delivery times, register back order information, raise credits and
any other relevant information related to their orders processed through the SPOC system.

1.5. Any disputes to reports or invoices must be lodged in writing (email) with TWG or SPOC Support for resolution.

1.6. Suppliers shall only upload their invoices when the End of Month (EoM) report and the Catch-Up Report becomes available, which indicates the invoice details and the amount to be processed. No hardcopy invoices will be received for SPOC-related orders outside of the SPOC system.

1.7. Suppliers shall only invoice for the exact amount provided in the EoM and Catch-Up Reports.

1.8. Suppliers shall upload their invoices for all items (goods or services) that have been agreed as dispatched by the Supplier AND agreed as received by TWG.

2. **Supplier’s commitment**

2.1. Suppliers shall commit to regularly updating their order information. Only orders or services that have been updated by the Supplier become available to TWG sites to confirm receipt.

2.2. “Product” Suppliers shall advise SPOC Support or TWG at the earliest instance of any stock shortfalls and orders that are unable to be fulfilled. SPOC Support can be contacted on 0800 878 366, or twl_support@spoc.co.nz

3. **The Warehouse Group Limited’s commitment**

3.1. TWG will commit to sourcing and purchasing the agreed products, at the agreed prices, from Suppliers that are loaded into our SPOC Catalogue for the duration of the relationship. Suppliers loaded in our SPOC Catalogue are registered as our preferred suppliers of these products.

3.2. TWG commit to ensuring all orders are confirmed promptly by our sites following receipt of goods or services.

3.3. TWG will raise any queries with regards to products and services as soon as possible or practical.

4. **Disclosure of SPOC account information**

4.1. Suppliers should ensure that all information exchanged between the Supplier and the Warehouse Group Limited – including product or service information, pricing, volume usage, etc – is confidential between the Supplier and TWG.
4.2. Suppliers shall not disclose any information relating to their SPOC account to any party other than TWG and their designated Strategic Sourcing Partner and SPOC Administrators.

5. **Contact Details**

5.1. Suppliers shall ensure that TWG is provided with up-to-date contact details including contact name, email address, phone number and physical address.

5.2. If there is a change in any of the above contact details, suppliers shall immediately contact TWG’s primary contact or SPOC Administrator.

6. **Lost and Stolen account details**

6.1. In the event of their account details being lost, stolen or account details compromised, the supplier shall immediately contact TWG’s primary contact or SPOC Administrator.

7. **Event of Violation**

7.1. If a supplier fails to comply with this Code of Conduct, TWG may terminate the business relationship, including suspending placement of future orders and potentially terminating current orders. TWG reserves the right to hold the supplier responsible for reasonable costs of investigating non-compliance.

7.2. The Supplier agrees to the Code of Conduct for their goods to remain in the SPOC system.

8. **Service Fees**

8.1. TWG reserves the right to charge an initial fee for set-up of a Suppliers goods and services within SPOC system. An annual charge for maintenance may also be applied.

8.2. Where a Supplier can demonstrate that SPOC does not facilitate their business in the provision of goods, the Supplier may request recovery of any fees through increased price of goods.

9. **Product Price Reviews and Increases**

9.1. TWG’s SPOC system provides the Supplier a platform to provide their products or service to the entire TWG store and distribution network, and as such –
9.2. TWG will only accept general price increases to products and services where it can be shown that a general market increase applies.

9.3. Any agreed general market price increases will only be applied to products and/or services at the beginning of the month with sufficient notice for these adjustments to be made.

9.4. Any agreed general market price increases will apply only to orders from the point of the adjustment forward.

10. **Cross Stocking Process**

10.1. TWG provides a cross stocking process. This enables Suppliers to deliver their stock to one central 3PL (third party logistics) Auckland delivery point.

10.2. Suppliers taking advantage of the Cross Stocking Process agree that delivery of stock to our 3PL point will be freight free.

10.3. Suppliers agree that any product regularly delivered to our 3PL will have any freight component removed out of the overall unit price of these products.

10.4. TWG agrees that the cost of delivery to our sites will be incurred by TWG.

10.5. TWG may exclude any Supplier or Suppliers goods from our Cross Stocking process if they do not comply with the Cross Stocking methods and requirements. Further information or registration of interest can be obtained from SPOC Support (0800 878 366 or twl_support@spoc.co.nz).

11. **Declaration**

11.1. The Supplier agrees to comply with the provisions of this Code of Conduct.