

Trading Procedures Manual



Findel Education is the leading UK provider of educational resources, products and services to all schools, pre-schools, nurseries and other educational establishments. Our customers will instinctively choose from the Findel array of Brands to meet all of their educational resource requirements. Each Brand will be Best In Class by offering good quality, great value and a premium service. This will ensure that Findel Education will be the choice for educational resources in the UK and beyond.

The driving force behind everything we do is our understanding of the market place, with customer satisfaction being our most important measure. We at Findel Education, are looking to provide our customers with safe and legal products, on time, every time, utilising appropriate packaging on all deliveries.

Our aim from this document is to clearly define our packaging, quality, delivery receiving and other requirements. These requirements are reasonable, simple and fair and purely reflect the demands of the customer base that we serve. It is imperative that all suppliers are fully compliant with every aspect of this manual and also our separate Product Guidelines Manual. We will only succeed in the being the choice for educational resources by working closely with our value chain and by choosing the correct long term supply partners who help us achieve these requirements.

This document therefore also details how we handle issues relating to non-compliance. In the event of clear Supplier liability (e.g. delivery or packaging errors, product quality concerns, etc.) we expect mistakes to be acknowledged, corrected and where applicable compensated appropriately.

Findel Education is a business committed to continual improvement and we look forward to working with you and all of our suppliers to drive through mutually beneficial packaging, product and other enhancements for the benefit of our end customer.



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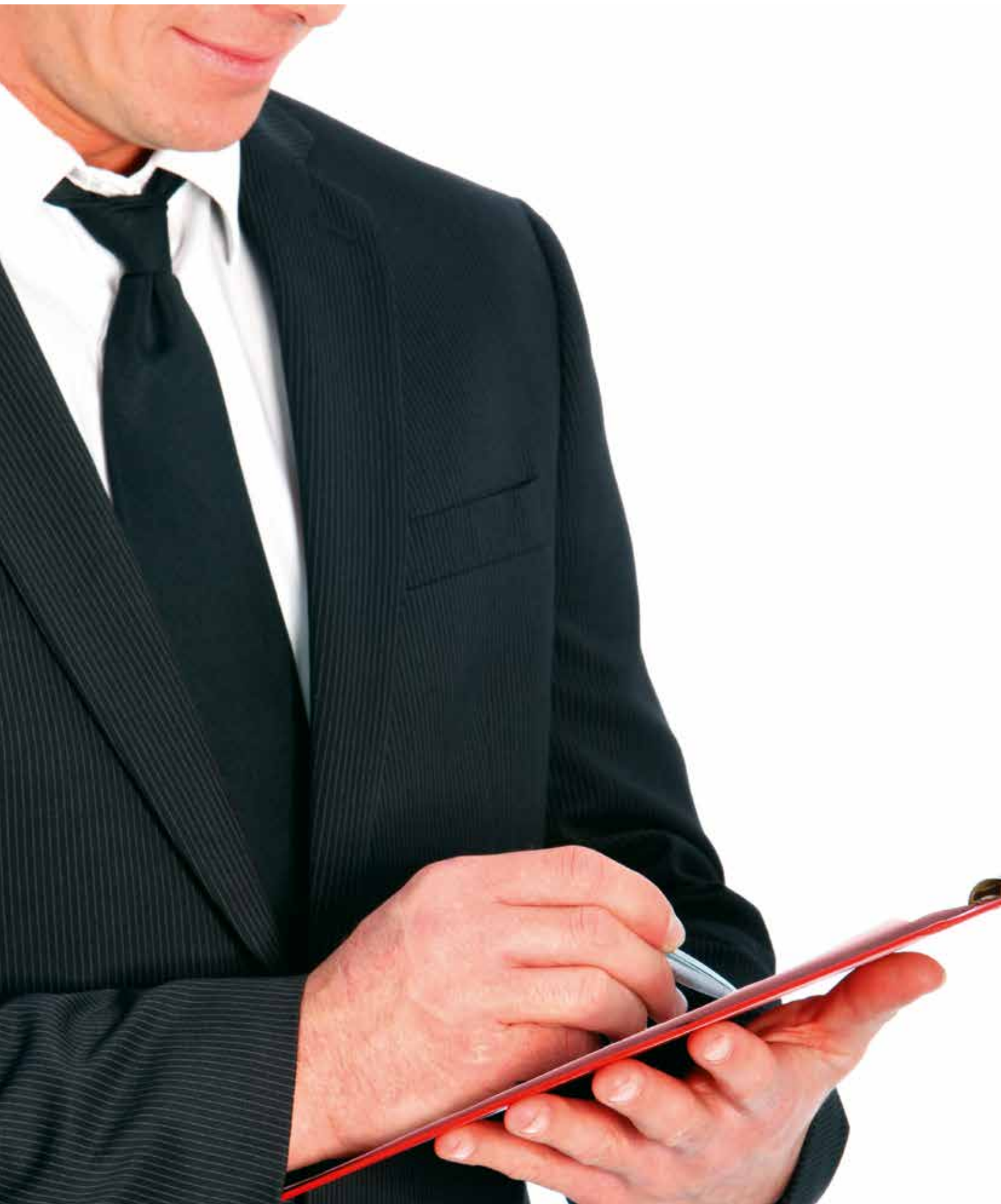
Findel Education Ltd

Registered in England & Wales.
 Registered Number: 1135827
 Registered Office:
 Church Bridge House, Henry Street
 Accrington, BB5 4EE

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1. Standard Requirements



1. Standard Requirements

DEALING WITH NON-CONFORMANCE

It is vital that all criteria established within this Trading Procedures Manual, is adhered to, at all times. The Trading Procedures Manual forms part of our standard Supplier Terms and Conditions and Formal Trading Agreement. If we find non-conformances within the Service or Goods supplied, then actions defined in this manual or defined in other agreements will be taken. Alternatively, or in addition, we will raise appropriate non-conformance documentation.

This will consist of:

- **A Concern and Corrective Action Report (CCAR)**

This form will describe the nature of the concern (inclusive of photographic evidence if applicable), ask you to highlight the root cause, proceed with and detail corrective and preventive actions. Completion of this document will help us to understand any constraints your business is experiencing, as well as giving us the confidence that your company is proactively endeavouring to improve the quality of it's service to Findel Education.

- **A Debit Authorisation (DA)**

The DA form is supplied as a separate tab within the CCAR file, and in the majority of cases will be completed to show all costs associated with the non-conformance. The DA outlines the associated costs and asks for your signature to state that you agree to the compensation being requested. The value on this section should therefore not be seen as a fine. Costs are intended to be reflective of material (including stock) and operational costs that Findel Education has incurred as a result of the non-conformance whilst remaining as transparent as possible.

Failure to respond to the CCAR/DA within the time scales specified on the notification will result in this being chased and ultimately being automatically processed against your account; this will not be done without prior written warning.

- **A Concession**

From time to time, there may be a case whereby you can't fully adhere to our requirements and we are willing to work with you on these issues, wherever possible. As a result, if there is no alternative, we may issue a concession. This will allow you to deviate from our normal requirements, with an agreed and understandable view to having the issue resolved over an extended time period. We do not make concessions to our requirements but this document can apply a level of recorded and controlled flexibility to a robust process.

The above documents can and will be applied to any part of this manual.

RIGHT OF AUDIT

The Supplier shall during the term of any Trading Agreement and for the period of 6 years thereafter maintain such records relating to the provision of the Goods and/or Services, the calculation of the price and/or the performance by the Supplier of its obligations under any Trading Agreement as Findel may reasonably require and shall on request produce them for inspection by Findel or, on receipt of reasonable notice, allow or procure for Findel and/or its authorised representatives access to any premises where any such records are stored for the purposes of inspecting and/or taking copies of and extracts from such records.

In addition Findel shall have the right to conduct an audit of the operations and facilities used by the Supplier to provide the Goods and/or Services and its quality procedures and systems to ensure that the Supplier has appropriate facilities, procedures, systems and personnel to provide the Goods and/or Services in accordance with this Trading Procedures Manual and Trading Agreement and for that purpose shall have access to the Supplier's or its agents' or sub-contractors' premises where the Goods and/or Services are being provided during normal working hours upon reasonable notice.

1. Standard Requirements

QUALITY AND ENVIRONMENTAL PERFORMANCE

Findel Education are committed to Quality, Environmental and Health and Safety Management System standards as defined in ISO9001, ISO14001 and OHSAS18001 and thus expect our Suppliers of both product and service to perform to a similar level. Consequently, before becoming a Supplier to Findel Education you will be asked to complete an Initial Supplier Evaluation to demonstrate what processes you have in place to achieve good standards in these areas. This will be reviewed and if deemed necessary a Supplier Audit (see Right of Audit) will be arranged.

Findel Education Quality, Environmental and Health and Safety policies can be viewed online at www.findel-education.co.uk

SUPPLIER RATING

To understand the performance and consistency of our supply chain, we operate a supplier rating system; the results of which are published at intervals, as chosen by Findel Education, in accordance with requirements. This scoring system is based on a high number of criteria in order to give an accurate account of your performance, wherever possible.

Your ranking will not be shared with other businesses.

We will target low performing suppliers for corrective and preventive actions, and highlight the continually top scoring suppliers to our Trading Team for preference on future selections and orders.

Non-conformances, in relation to every aspect of this manual, will have a direct impact on your score and the potential for future/increased business.

SUPPLIER CONTACT DETAILS

Contact details held on our systems, are used throughout the business for communication between Findel and our supply base (both stock and service suppliers). As a result it is vital that any change to your contact details (address, telephone, email, etc.) are notified to your nominated contact within the Trading team immediately.

Failure to do so could result in financial penalties.

1. Standard Requirements

ETHICAL TRADING

CODE OF PRACTICE FOR SUPPLIERS OF MERCHANDISE TO FINDEL.

Findel Education Ltd has a duty to ensure that all goods sold have been manufactured in lawful, fair, safe and healthy working conditions.

To discharge this duty Findel Education Ltd and their Suppliers should use their best efforts to ensure that arrangements are in place which require and maintain such conditions.

- Workers of contractors and sub-contractors should attend work voluntarily, without force and should be fairly compensated financially for their labour subject to the prevailing laws
- No planned use is made of indentured or underage labour in any part of the manufacturing or supply process and that local legislation regarding underage labour should be complied with at all times
- Goods are manufactured in safe, hygienic and comfortable working conditions and that provision and training ensures the worker's health and safety is protected, e.g. free and climatically appropriate protective clothing, clearly marked and accessible fire exits
- Where possible, onsite inspections will be made to verify working conditions and any action required would be recommended to the contractor for any necessary action to be taken. A further check will then be made to ensure that these recommendations have been actioned
- All relevant environmental laws, processes and guidelines for the country of manufacture are adhered to in full
- Any and all relating documentation must be made available for review upon request

Any Supplier may be ethically audited (see Right to Audit) as part of the due diligence process.

1. Standard Requirements

ETHICAL TRADING

INTERNATIONAL LABOUR ORGANISATION – CORE CONVENTIONS.

Findel purchase product from a number of manufacturers in Asia and as such require that all goods sold have been manufactured in lawful, fair, safe and healthy working conditions.

The International Labour Organisation (ILO) lists Eight Fundamental International Labour Core Conventions.

These are listed below, with a chart showing conventions ratified for countries dealt with by Findel Education.

Convention Number	Details	Ratified						
		China	Indonesia	Korea	Malasia	Philippines	Thailand	Vietnam
087	Freedom of Association & Protection of the Right to Organise		✓			✓		
098	Right to Organise & Collective Bargaining		✓		✓	✓		
029	Forced Labour		✓		✓	✓	✓	✓
105	Abolition of Forced Labour		✓		✓	✓	✓	
100	Equal Remuneration	✓	✓	✓	✓	✓	✓	✓
111	Discrimination (Employment & Occupation)	✓	✓	✓		✓		✓
138	Minimal Age Convention	✓	✓	✓	✓	✓	✓	✓
182	Elimination of the Worst Forms of Child Labour	✓	✓	✓	✓	✓	✓	✓

Even though individual countries may not recognise a number of conventions, it is the specific requirement of Findel Education that all suppliers confirm their compliance to all of the conventions listed.

All potential new suppliers from non-EU countries are requested to complete our Ethical Trading Questionnaire. We may also ask for suppliers within the EU to complete the same document, at any time. Information provided on this form **will** be considered when deciding whether they become a supplier of Findel Education.

As an ongoing process, records are updated every one (1) to two (2) years and suppliers may be audited as part of the due diligence process.

For all direct sourcing, Findel Education Ltd ensures that a 3rd party audit is in place dated within two (2) years according to the ETI Base Code. Audit formats acceptable to Findel Education include SMETA (SEDEX), BSCI, SA8000 and our Findel Education Ltd Ethical Audit provided by Verisio. All corrective actions are followed up including major and minor non-conformances. These types of non-conformances must be signed off by the audit provider within the agreed time frame.

Critical non-conformances relating to human rights violations including, but not limited to child labour, slavery, physical or sexual abuse, withholding documents or wages, will not be tolerated. Suppliers who are found to be engaging in such violations or working with 2nd tier Suppliers with evidential abuse of workers will have all production and business removed immediately.

Findel Education ensures that all direct Suppliers in Asia are ethically audited, and audits are renewed and maintained, however under the UK Modern Slavery Act 2015, UK businesses have a responsibility to extend the chain of due diligence to their 2nd tier supply sector and beyond. As a Supplier, you are expected to know and understand where your products are coming from and by whom they are made.

The expectation of Findel Education Ltd is that all Suppliers into our business fully engage in the practice of ethical sourcing and legal compliance with the UK Modern Slavery Act 2015.

1. Standard Requirements

MODERN SLAVERY

1. In performing its obligations under the agreement, the Supplier shall and shall ensure that each of its subcontractors shall comply with all applicable laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
2. The Supplier represents and warrants that its responses to the Supplier Questionnaire are complete and accurate; and neither the Supplier nor any of its officers, or employees has been convicted of any offence involving slavery and human trafficking and or has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
3. The Supplier shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
4. The Supplier shall notify Findel as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement.
5. The Supplier shall maintain a complete set of records to trace the supply chain of all goods and services provided to the Customer in connection with this agreement.

1. Standard Requirements

ANTI BRIBERY

The Supplier shall:

1. Comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
2. Not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
3. Comply with the Findel's Ethics, Anti-bribery and Anti-corruption Policies in each case as the Findel may update them from time to time (Relevant Policies).
4. Have and shall maintain in place throughout the term of the Trading Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and this Anti Bribery Requirement, and will enforce them where appropriate;
5. Promptly report to the Findel any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Trading Agreement;
6. Immediately notify the Findel (in writing) if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier and the Supplier warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of the Trading Agreement);
7. The Supplier shall ensure that any person associated with the Supplier who is performing services or providing goods in connection with the Trading Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this section. (Relevant Terms). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Findel for any breach by such persons of any of the Relevant Terms.
8. Breach of this Anti Bribery section shall be deemed a material breach.
9. For the purpose of this section, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this Anti Bribery section, a person associated with the Supplier includes, but is not limited to any subcontractor of the Supplier.

1. Standard Requirements

DATA PROTECTION

The Supplier acknowledges that it may, in providing Services to Findel Education, have access to data comprising “personal data” under the terms of the Data Protection Legislation and that it shall be a “data processor” in respect of such data.

The Supplier undertakes that it will:

1. Use any such personal data solely for the purpose of performing the Services and supplying Goods pursuant to the Trading Agreement;
2. Process the same only in accordance with Findel’s instructions;
3. Take appropriate technical and organisational measures to prevent unauthorised or unlawful processing or, accidental loss or destruction of or damage to such personal data;
4. Not transfer the whole or any part of the personal data outside the European Economic Area without Findel’s prior written consent and then only to states and/or processors having in place an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data; and
5. Promptly notify Findel if it receives any subject access request or complaint or any information notice, enforcement notice or other correspondence from the Information Commissioner in respect of such data and shall deal with the same in accordance with Findel’s instructions.

2. Quality Assurance



2. Quality Assurance

COMPLIANCE

All merchandise shall be safe for use by all users including without limit children and:

- Must comply with all current relevant UK and EU standards (including BSI standards) and all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods. Please also refer to the **Product Guidelines Manual**
- Must hold valid test certificates, which will be valid for the life of the product supplied unless:
 - i) Materials used are changed
 - ii) Design of the product is changed
 - iii) Manufacturing methods or location is changed
 - iv) Legislation changes force a change

It is the Supplier's responsibility to identify these changes to Findel Education and suppliers will be liable for any resulting issues, if this is not done.

On notification of change, we will consider the implication on compliance to standards and regulations, which will result in:

- i) Confirmation of no further action required.
- ii) Request for retest and submission of new test certificates

Any establishments used for product testing must be internationally approved.

- Furniture products must be discretely labelled, marked or stamped with date of manufacture
- Perishables, or any items which can deteriorate over time, must carry a date of manufacture
- Soft toys & child related products must be manufactured with a **formal method of identifying missing or broken sharps if used during production**. This can be demonstrated by on site records that all needle breakages are accounted for and formally recorded by yourselves

Before any merchandise is offered for sale, it must be formally approved by our **Quality and Trading Teams**.

You will receive a **New Product Introduction Form**, which will detail the items you have been chosen to supply; you must then provide a sample for evaluation and approval. The sample should be addressed to the Buyer you have been dealing with, and be clearly marked with your supplier material number. Please ensure that:

- A completed **New Product Introduction Form** is submitted
- This is submitted with all relevant test certificates and other regulatory declarations/certifications, (i.e. REACH, RoHS, MSDS, etc.)
- The sample accurately represents the quality, form, function of the product and packaging (both inner and outer) you will deliver

Failure to adhere to the above criteria will mean delay and potential refusal of inclusion of your item within our product range(s).

It is the Supplier's legal responsibility to ensure that any product offered for sale by our company fully complies with all current relevant product legislation, regulations and standards. Our product guidelines manual is there to support this. All costs associated with any non-conformity will be the responsibility of the Supplier.

2. Quality Assurance

MANUFACTURING STANDARDS

The Supplier shall ensure that Goods will:

- Be of satisfactory quality (within the meaning of the Sale of Goods Act 1979 or any statutory amendment or re-enactment thereof) and fit for any purpose held out by the Supplier or made known to the Supplier by Findel, expressly or by implication, and in this respect Findel relies on the Supplier's skill and judgment
- Be free from defects in design, materials and workmanship and remain so for 12 months after delivery to our customer
- Be compliant with approved samples
- Not contain any material or reference which is offensive, abusive, defamatory, racist, and/or discriminatory

DESIGN & MATERIALS

Any product supplied to Findel Education, in terms of both the design and materials used, must be produced to the highest standards of quality, safety, ethics and sustainability whilst remaining compliant with all current relevant legislation (see Product Guidelines Manual).

It is the Supplier's responsibility to ensure that this is the case, and must indemnify Findel Education against any financial loss howsoever caused, should any claim result.

SPECIFIC MINIMUM TIMBER STANDARDS

Timber is an especially important material to Findel Education due to the volumes involved and, as such, in addition to being fully compliant (see Product Guidelines Manual) we also expect that acceptable defects must be restricted to a maximum of four per finished product and must not exceed 10% of the complete purchase order.

2. Quality Assurance

INSPECTION

When you deliver merchandise to Findel Education, it may be subject to inspection to ensure it is to the same standard as the approved sample. This process involves the following activities using random samples taken from the delivery:

- Visual inspection to ensure the correct item has been delivered and all component parts are present, and that the item complies in full with the New Product Introduction Form
- Assembly of product
- Testing (including electrical testing where appropriate) of the product
- Inspection of both individual and bulk packaging to ensure compliance

REJECTION

If the product fails any element of the inspection process you will be notified immediately by our Quality Team, together with relevant non-conformance documentation. One of the following actions will then apply:

- The product will be rejected; corrective/preventive action and compensation requested
- The delivery will be rectified on site either by the supplier's staff, our staff or a third-party contractor; corrective/preventive action and compensation requested

Any financial losses incurred as a result of a quality failure, including a Product Recall (see Section 8 – Indemnity and Limit of Liability) will be the responsibility of the Supplier.

CUSTOMER COMPLAINT / RETURNS

Every customer complaint or return is inspected for root cause liability. Where this is found to be a Findel Education associated liability, i.e. that of our own doing, of our nominated third party, or our customer, then these are dealt with as appropriate through internal channels. However, should the root cause appear to be Supplier liability, i.e. manufacturing defect, missing items, damaged, etc. then the Quality Team will raise the relevant non-conformance documentation and in addition quarantine all other on site stock. It is then vital to meet our business requirements that containment actions are carried out immediately.

Following the notification of non-conformance, you have the opportunity to:

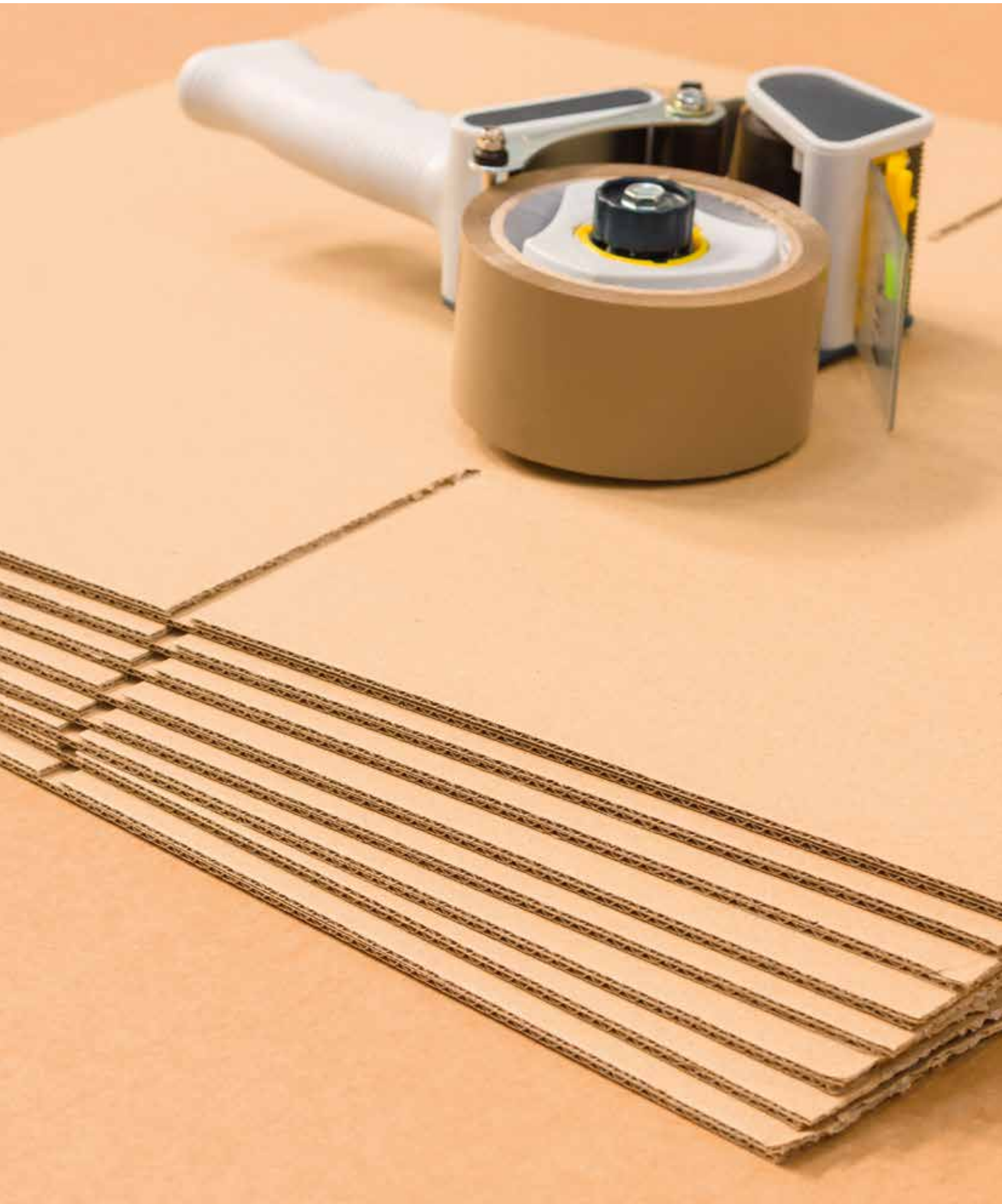
- Arrange a date for you, or your nominated 3rd party to inspect on site stock, at your cost; or
- Arrange for Findel Education to carry out the inspection, at your cost; or
- Arrange for collection of all on site stock; or
- Have the stock despatched to you, at your cost; or
- Arrange for Findel Education to dispose of the stock (costs may be applicable)

Should the time frame specified on the non-conformance notification lapse and we have no acknowledgment then we reserve the right to commence containment activities at cost to the supplier.

A debit for any warehoused stock will need to be signed before removal from site. In rare instances a sample or return can be collected without a debit, however a collection note must be signed.

If sufficient justification is presented as to why this is not Supplier liability then the concern will be cancelled and raised against another party, as appropriate.

3. General Packaging Requirements



3. General Packaging Requirements

SUSTAINABILITY COMMITMENT

Findel Education support, and expect our supply chain to support, all relevant environmental legislation, to ensure that we both honour our commitment to the environment in which we all live.

In particular it is important that as a Supplier to Findel Education you are compliant with all current and relevant Packaging and Waste directives/regulations. Additionally:

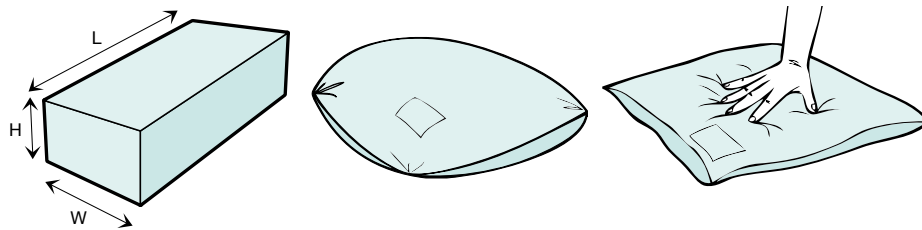
- i) The minimum possible amount of packaging should be used to achieve the required performance
- ii) The packaging materials used should be manufactured, processed, recycled or disposed of in such a way that the minimum possible harm to the Environment results
- iii) The packaging materials used should be manufactured, processed, recycled and/or disposed of in such a way that the impact on the environment is either none or minimal.

WEIGHTS AND DIMENSIONS

The weight and dimensions of an individual package are vital to our business. This is because they are used to decide its storage conditions and consequent processing through our warehouse. When submitting this information as part of the New Production Introduction process, accuracy is key.

- **The size of the individual pack**

Record the dimensions, in centimetres. If the item is a soft product packed in a bag make allowance for any trapped air.



- **The weight of an individual pack**

Record the weight in grams.

3. General Packaging Requirements

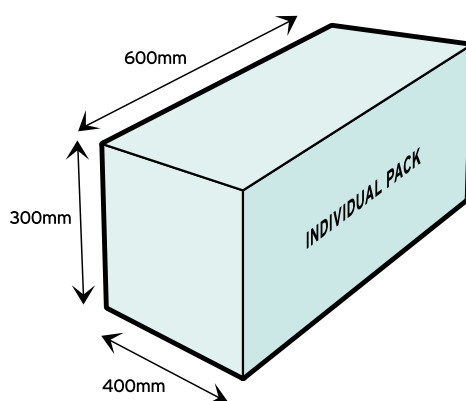
PRODUCT CATEGORIES

WAREHOUSED MERCHANDISE

Merchandise that is to be delivered into our warehouse is classified into two handling categories.

The weight, dimensions, and volume of the product's individual pack, establishes its handling category. The handling category determines how the item can be packed for delivery, (refer to section 5).

CATEGORY	INDIVIDUAL PACK ATTRIBUTES
Collate	<ul style="list-style-type: none">• Size less than 600x400x300mm (external dimension)• Volume less than 34,000cm³• Weight less than 10kg
Single (Non-Collate)	<ul style="list-style-type: none">• Size greater than 600x400x300mm (external dimension)• Volume greater than 34,000cm³• Weight greater than 10kg



DIRECT DISPATCH

Merchandise that is delivered direct from our Supplier to the customer is termed Direct Dispatch.

A sample must be submitted for approval in the normal way or by a supplier visit by the Quality and Trading Teams.

When direct supply merchandise is presented to the Findel Education distribution centre (i.e. for onward export or other consolidated shipment) it needs to be packaged and labelled in accordance with warehoused merchandise specifications, to reduce risk of damage and handling inefficiencies.

(See section 7 for more detail on Direct Delivery.)

3. General Packaging Requirements

PACKAGE TESTING

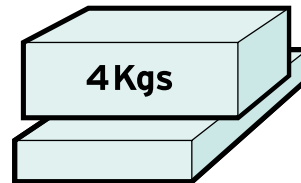
WAREHOUSED MERCHANDISE

To ensure your proposed pack is acceptable, we may carry out a series of tests to establish whether or not it is strong enough to withstand the distribution system.

The testing we may conduct is described below and we recommend that you conduct your own testing before you submit your sample.

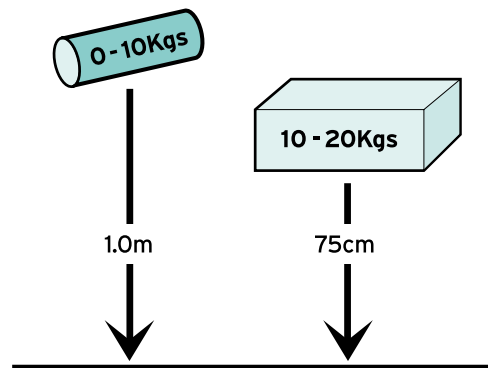
CRUSH TEST

A weight of 4 kilos placed on the pack for a minimum of one hour.



DROP TEST

Up to eight drops onto the different faces of the package. The drop height is determined by the weight of the product.



We expect all non-collate packages to be sufficiently packaged to withstand onward transport, with no further protection applied during our warehouse handling process, unless sufficient reasons are presented via the concession process.

If any damage results from any test the pack will not be accepted.

4. Individual Pack Standards



4. Individual Pack Standards

DESIGN AND PRESENTATION

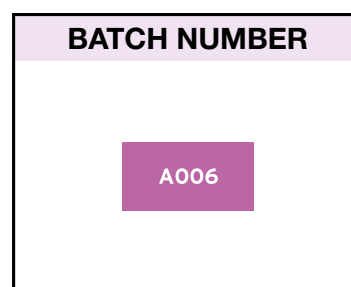
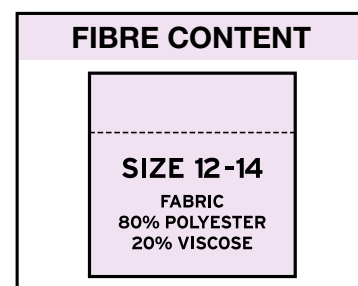
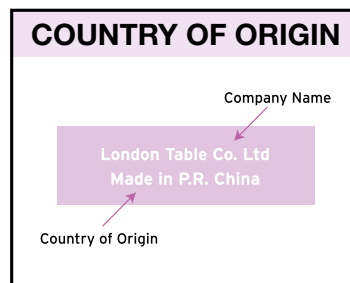
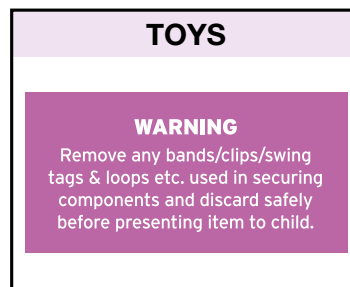
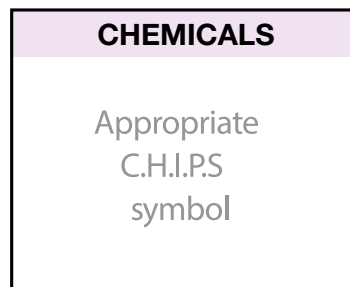
- All product should arrive suitably packaged at base unit of measure level, unless otherwise agreed by the Findel Education Quality Team, to reduce the risk of damage
- The pack maybe required to be printed with a specific Brand label, this will be discussed with your nominated buying representative
- Cartons with acetate or open windows must be over-boxed
- Sharp edges must be protected to prevent injury to the handler and customer
- Bottles or tubs containing liquid or gel must be packed in an appropriate style, using quality corrugated carton(s) and sealed sufficiently to avoid leakage
- Caps and seals on bottles, tubs or similar, must be tamper proof
- Instruction leaflets must be provided with clear concise text in English, plus line drawings if necessary. Instructions provided should always be in accordance with current and relevant legislation (see Product Guidelines Manual). Other reasonable requests for change or inclusion, may be made by the Findel Education Quality Team
- Metal banding is not permitted on any packaging
- Any banding applied must be of an adequate strength and tightness to reduce risk of damage and health and safety incidents. Loose strapping will not be tolerated
- Individual cartons must be securely sealed with clear tape on all open edges; stapled closure is not permitted unless previously authorised
- Product, or its packaging at base unit of measure level, should NOT display a price
- All non-collate packages should be sufficiently packaged to withstand onward transport, with no further protection applied during our warehouse handling process, unless sufficient reasons are presented via the concession process
- All individual packages should be presented in a consistent and coherent fashion
- No changes should be made to the approved packaging without the consent of the Findel Education Quality Team
- Branded boxes, other than that of the supplier (where approved), Findel Education, or its Brands, are not permitted

4. Individual Pack Standards

LABEL REQUIREMENTS

The Supplier warrants, represents and shall ensure that Goods will contain all relevant warnings and instructions which are appropriate given that Goods will be used by children. It is also a mandatory requirement that appropriate labels are applied to all packs in accordance with current relevant legislation. Illustrated below are examples of some of the more common labels.

Note: this is not an exhaustive list.



4. Individual Pack Standards

LABEL REQUIREMENTS

1. FIRE SAFETY

It is your responsibility to ensure that all products comply with the latest Furniture and Furnishing (Fire Safety) Regulations and must be labelled accordingly.

2. CHEMICALS

If any product contains a chemical, falling within the latest Chemical Hazard Information and Packaging for Supply Regulations (CHIPs), it should be labelled accordingly. It is the responsibility of the supplier to ensure that the product complies in full with these regulations, and also that it is accepted for carriage by UK parcel carriers and IATA.

3. PLASTIC BAGS

All plastic bags with an opening greater than 190mm must have a child safety warning notice. Bags containing 'Toys' must legally be a minimum 38 microns thickness.

4. SHARP EDGES

Packs containing sharp blades or points should carry an appropriately worded warning on both opening faces.

5. TOYS

Toy items secured within boxes and fitments by plastic / metal fastenings must bear a warning to dispose of them safely, on the retail pack. This also applies to soft toys with swing tickets attached. Toys must also comply with the EU Toy Safety Directive 2009/48/EC and carry the CE mark on either product or packaging. Toys with small parts (i.e. choking hazard) must be labelled up as 'Not suitable for children under 36 months – due to small parts'.

6. GLASS

All packs containing glass must be clearly marked on both the outside of the pack and on the immediate glass wrapper.

7. SILICA GEL

Only white silica gel, otherwise known as 'desiccant silica gel' should be used. DMF containing silica gel is not permissible and is in breach of the mandatory Directive REACH Regulation (EC) No 1907/2006. A warning must be attached to the outer packaging, if a silica gel sachet is used. DO NOT use silica gel sachets in toy products.

8. COUNTRY OF ORIGIN

Must be clearly shown and is a mandatory requirement.

9. INTERNATIONAL HANDLING SYMBOLS

To be used, as applicable, to the product.

10. STAPLES

Must not be used on TOYS as a method of sealing unless a warning for safe removal and disposal is used. Taping is a much preferred option rather than stapling as a general rule.

11. DATE OF MANUFACTURE

A label allowing traceability to date of manufacture must be attached to the individual product if it has a limited shelf life, such as paints, adhesives and so on.

4. Individual Pack Standards

LABEL REQUIREMENTS (continued)

12. BATCH NUMBER

These are required, where applicable, on the carton label and on the reverse or hidden surface of each item.

13. WASH CARE/FIBRE CONTENT

A wash care and fibre content label must be sewn in to the inner seam of all textile products and clothing.

14. CE MARKING

All TOYS and ELECTRICAL products must be tested to all current relevant standards – see the **Product Guidelines Manual** for further information. A CE mark must be displayed clearly on the product, product packaging, and instruction sheet or for ELECTRICAL products the rating plate with the Supplier's name and a European address (Non European address is not permitted).

15. MAGNETIC PRODUCTS

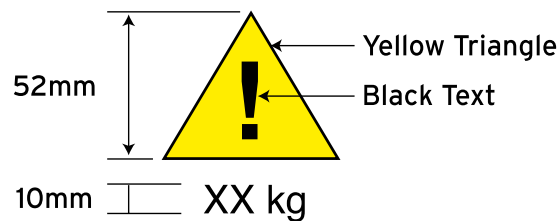
Product/packaging containing magnets that are small enough to be swallowed and are strong enough to attract in a child's body should be marked with the following: **"WARNING! Not intended for children under 8 years. This product contains (a) small magnet(s). Swallowed magnets can stick together across the intestines causing serious injuries. Seek immediate medical attention if magnet(s) are swallowed."**

4. Individual Pack Standards

GROSS WEIGHT

To comply with the Manual Handling Regulations, we have chosen to inform all handlers of the gross weight of a product (inclusive of its packaging) if it exceeds 15kg.

Weight should be marked in characters not less than 10mm high, the triangle should ideally be printed yellow with black text (though pale or white colours with black foreground are sufficient) and attached/printed in an obvious position so it can be easily seen when stacked the correct way up on a minimum of two sides.



- This label should be as large as possible, remaining in proportion with the size of the unit.
- This label should not overlap, or protrude into any other label or markings.
- Multi-pack components should be as equal in weight as is practical with no individual pack being heavier than 50kg.

To avoid injury if a package has an uneven weight use this warning notice:-



Minimum character height must be 10mm, printed black with a pale (preferably yellow) background, providing a high level of contrast.

4. Individual Pack Standards

PRODUCT BAR CODE

Every product supplied to, or on behalf of, Findel Education must be identified with a bar code. The reasons for this being:

- Accurate information on demand is an essential asset to every company
- Replaces the human interface, removing chance of error
- Accurate receipting, put away, picking and despatch
- Ultimately a more accurate, quicker, cleaner and efficient approach to working
- Providing a better level of service to our customers

For any Supplier looking at bar coding, we advise researching the specifications and recommendations outlined by GS1 (Global Standards 1) – www.gs1.org, especially if the product has any other route to shop front or similar online retail. It is recommended within this that anybody bar coding product has a unique company prefix number from GS1 or another GS1 authority. This number, which can vary in length, is then used as the basis for the creation of unique Global Trade Item Numbers (GTINs). 'GTIN' is a term, simply referring to how the data is stored.

For the benefit of distribution, we can receipt most standards of linear bar codes, however we do have preferred types and methods, taking into consideration both our warehouse requirements and needs of the end user – our customer.

Note: If a new product is presented for approval without a bar code it may be rejected.

Acceptable Bar Code Types:



Other Formats

We can also accept other formats, such as EAN 8 or UPC-E for very small product. Bar codes made using standard '3 of 9' bar code language can also be accepted too. However, as these won't be globally recognised (i.e. for the benefit of freight forwarders, etc.), these are not preferred.

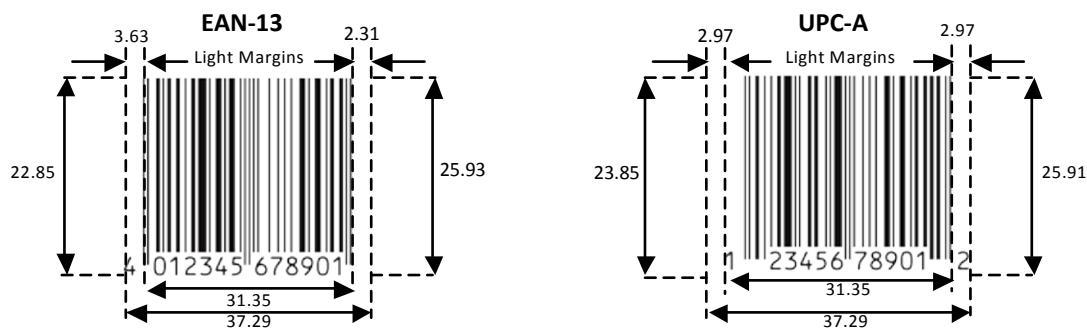
4. Individual Pack Standards

PRODUCT BAR CODE

General Requirements

- Bar codes should, wherever possible, be printed so that the bars of the symbol are upright when the unit is in its normal storage position
- For items which contain more than one individual item within the unit of sale, the whole item must have the bar code with the Findel SKU on the pack
- We do recommend that when printing bar codes onto packaging, that they be printed onto two different faces as cost of print is minimal and it reduces the chance of not being able to scan should one become unreadable during transit/handling
- Wherever possible print in black on a white background; we do not recommend printing with colours. Darker bars must always appear against a paler background with as much contrast as possible
- We do not recommend printing onto acetate, other semi-transparent materials or reflective surfaces, as these can give inaccurate readings
- Do not wrap bar code labels around the pack/carton edge

Nominal(100% Magnification) Sizes(mm)



- Target size for the printing of individual barcodes is 100% however standards allow a range of 80-200%. Outer packaging bar codes should ideally be at around 150%
- Whenever printing below 100% sufficient printing processes should be used to retain detail
- Bar codes must not be shortened in height, unless the item does not permit this
- Bar codes, when being resized, must always retain a fixed aspect ratio

Light Margin (Quiet Zone)

The clear space to the left and right of a bar code is called the Light Margin. This determines the start and finish of a bar code. These margins must be the same background colour as the rest of the bar code and nothing should be printed in these zones, except for optional light margin indicators.

If in doubt please send samples for approval to:

Findel Education Ltd – Quality Department

Nottingham Logistics Centre
Pintail Close, Victoria Business Park
Netherfield,
Nottingham
NG4 2SG

4. Individual Pack Standards

CARTON LABELS

Cartons (single, inner and outer) also require a label containing the following information (where applicable):

- Findel SKU
- Product Description
- Qty Per Carton (where not a single product)
- Findel Order Number
- Best Before Date
- Batch No
- Carton No (where multiple cartons, e.g. 1 of 10)

Single Product:

Collatable and Direct Despatch

A	EPK023203
B	Counting Animal Chart
C	15
D	123456
E	Best Before June 2007
F	A600
G	1 of 10

KEY	
A	Material Number
B	Description
C	Qty Per Carton
D	Findel Order Number
E	Best Before Date
F	Batch No
G	Carton No

Single Product

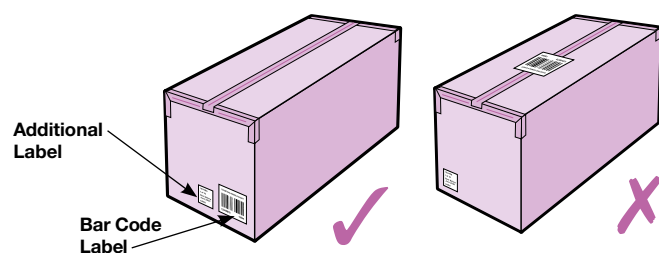
A	EPK023203
B	Counting Animal Chart
D	123456
E	Best Before June 2007
F	A600
G	1 of 10

Print in black on white background, or similar high contrast format. Character height must be 6mm minimum.

Individual items which are distributed in more than one carton will be setup with multiple SKUs, (i.e. ABC123a and ABC123b).

Label Position:

Position identification labels as illustrated. Do not use them to seal packs/cartons. Do not wrap identification labels around the pack/carton edge. Do not put any label on the very Edge of a face as these can easily come away, resulting in queries.



Do not cover important information with the Identification Label

5. Bulk Packaging Requirements



5. Bulk Packaging Requirements

BULK PACKING FOR COLLATE PRODUCTS

All merchandise must be bulk packed in a manner which enables it to be processed efficiently by our warehouse.

The bulk packing method is established using the weights and dimensions of the product involved and different requirements apply depending upon the size of the individual pack.

Study the table below, identify into which category your merchandise falls and ensure that it is packed correctly.

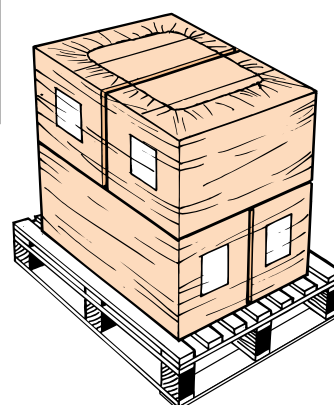
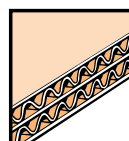
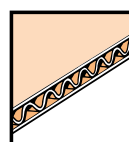
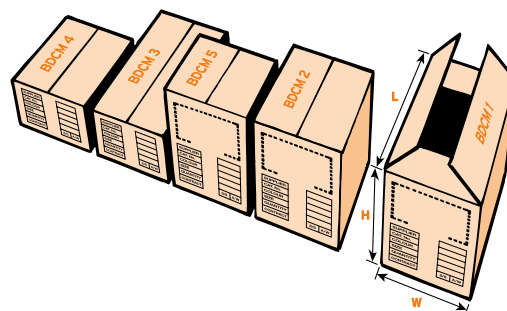
CATEGORY	TYPE OF PACK	MAXIMUM SIZE (mm)	MAX WEIGHT (kg)
Collate	Carton	600x400x300	25
Single (Non-Collate)	Pallet	1200x1000x1200	1000

Note: Mixed options are not accepted. Bulk carton(s) within bulk carton(s) are not accepted.

BULK DELIVERY CARTONS

Wherever possible we recommend the use of cartons from the BDCM (Bulk Distribution Carton Metric) range, which are widely available and are specifically tailored for merchandise delivery into retail and mail order companies.

REF	EXTERNAL (mm)			INTERNAL (mm)		
	L	W	H	L	W	H
BDCM1	600	400	300	594	388	294
BDCM2	400	300	400	394	388	294
BDCM3	600	300	200	594	188	294
BDCM4	400	300	200	394	188	294
BDCM5	300	300	400	294	388	294



MINIMUM MATERIAL SPECIFICATION FOR YOUR OWN BULK CARTON

EU

Single Wall Corrugated 150 Kraft/150 Test

Outside of the EU

Double Wall Corrugated (5 ply) material.
125 Kraft/125 Test, BC Flute

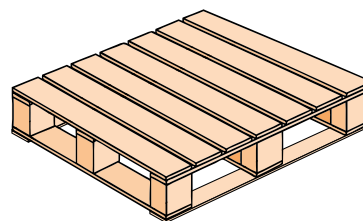
LOOSE CARTON DELIVERIES

Loose (un-palletised) carton deliveries should be neither greater than a full pallet in volume, nor thirty in number.

SINGLE PRODUCTS

Merchandise categorised as 'Singles' must be delivered on pallets whenever possible; these must be of an acceptable design and quality.

Loose carton deliveries should be neither greater than a full pallet in volume, or thirty in number.



5. Bulk Packaging Requirements

PALLET SPECIFICATIONS

STYLE OF APPROVED PALLET

Four-way entry, block perimeter based (closed rim) pallet (as per illustration, unless otherwise agreed). These can be open or close boarded.

NB: Winged pallets can be used as long as they do not exceed the width and length restrictions.

PALLET SIZE

1200mm x 1000mm base.
Maximum packed height 1200mm from the deck.

PALLET POOLS

We do not recognise pallet pool schemes.

MAXIMUM GROSS WEIGHT

1000Kg.

SECURING LOAD

Use shrink wrapping or stretch wrap. Do not use metal strapping or self adhesive tape. Plastic strapping is acceptable if adequately tightened.

IDENTIFICATION

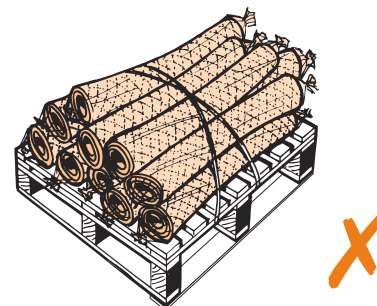
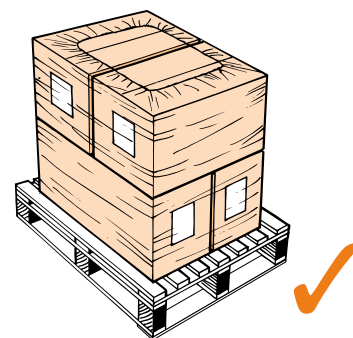
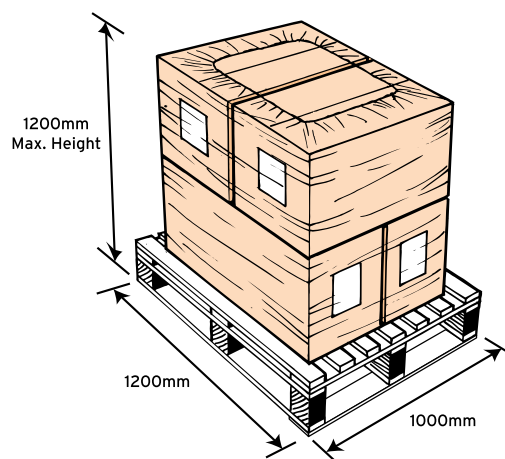
All pallets must be clearly identified – (see page 33 for Pallet Label requirements).

MIXED OPTIONS

Provided there is no alternative, it is permissible to have mixed SKU pallets on a delivery, as long as these are accompanied by a clear pallet manifest. Where the majority of a pallet is made up of a single SKU, this should be stacked first.

AWKWARD OR IRREGULAR SHAPED PRODUCTS

- Must be packed in strong cartons which fit within the pallet base, clearly show quantity packed and do not exceed 25kg each
- Long, thin items (only) may be securely plastic banded together or stretch wrapped for ease of handling
- Soft products should wherever possible be boxed, or placed inside a pallet box. Alternatively, they can be stretch wrapped onto a pallet(s)



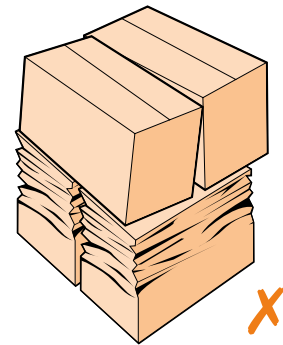
5. Bulk Packaging Requirements

PACKING CARTONS, PALLETS and VEHICLES

PART FILLED CARTONS

Do not use 'loose fill' material to fill empty space in your bulk delivery cartons as they may collapse when stacked.

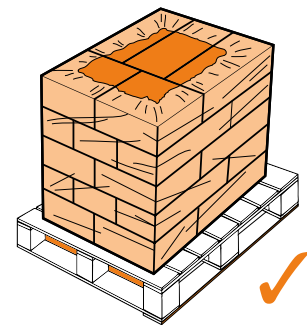
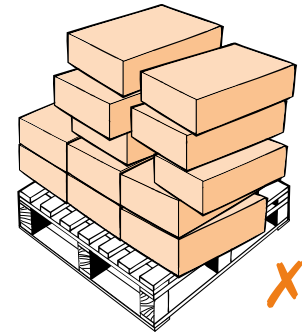
Use rolled up recycled corrugated cardboard to fill any empty space in your bulk delivery carton. Preferably, use a more adequately sized carton.



STACKING ON PALLETS

Pallet loads must be:

- Flat topped (wherever possible)
- Balanced, with weight distributed evenly, wherever possible, for safe tipping
- Heaviest items on the outside of the pallet, wherever possible, to reduce lifting strain
- Stacked carefully, with no overhang of the pallet base
- Stacked in an interlocking pattern, wherever possible
- Layered alternately with all cartons stacked the correct way up
- Stacked in a manner that when wrapping is removed the stock will remain stable



DOUBLE STACKING

Double stacked pallets are acceptable, as long as this doesn't impact on the quality of the goods or packaging provided and is presented in a safe and secure manner (i.e. sufficiently held together with stretch wrap). Please ensure you quote pallet quantity not pallet lift quantity, when requesting a booking in this format.

VEHICLE AND FREIGHT CONTAINER LOADING REQUIREMENTS

Always secure loads to ensure vehicle / container doors can be opened safely. If a container is not full this may allow cartons to move around and become damaged. In these instances flat top the stacking of the cartons wherever possible to prevent movement.

STOCK THAT EXCEEDS PALLET DIMENSIONS

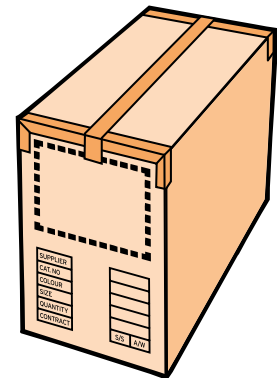
Stock which by its nature is larger than the size of the pallet can be sent in overhanging a pallet if adequately packaged, or a larger/custom pallet can be utilised to protect the stock. This is strictly only for stock, which by the nature of the item, is larger than our required pallet dimensions so there is no alternative. Ordinarily this type of product would be sent direct despatch, however there may be requirements (e.g. export consolidation) for it to enter our warehouse.

5. Bulk Packaging Requirements

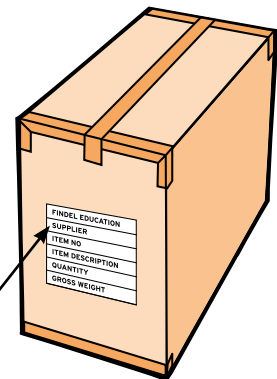
BULK PACKAGING IDENTIFICATION

CARTONS

If you are using a carton from the BDCM range you must complete in full the pre-printed panel (including the gross weight).



If you are using your own Bulk Delivery Carton use a label as shown opposite: Print in black on white (or similar high Contrasting format). Characters should be at least 15mm high. Max gross packed weight 25Kg.



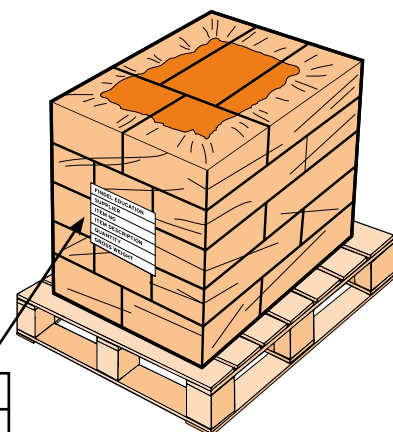
FINDEL EDUCATION
SUPPLIER
ITEM NO
ITEM DESCRIPTION
QUANTITY
GROSS WEIGHT

PALLETS

Identify pallet loads with a large A4 label under the shrink wrap showing the information displayed opposite.

It is mandatory for you to include the pallet weight when this exceeds 750kg.

This is in addition to a manifest required for mixed SKU pallets.



FINDEL EDUCATION
SUPPLIER
ITEM NO
ITEM DESCRIPTION
QUANTITY
GROSS WEIGHT

6. Delivery of Goods



6. Delivery of Goods

MAKING A BOOKING

To maximise efficiencies, all deliveries into our distribution centre arrive on a pre-booked slot. In most instances (see Booking Exceptions on page 36) you, or your nominated carrier will need to contact our Goods-In department using the details below to obtain a slot and booking reference.

NOTTINGHAM

Findel Education Ltd
Nottingham Logistics Centre
Pintail Close, Victoria Business Park
Netherfield, Nottingham
NG4 2SG
England (UK)

Email: goodsinnlc@findel-education.co.uk

Tel: +44 (0) 115 907 4009

Fax: +44 (0) 115 957 7970

Our Booking Board line can be very busy, especially in peak periods. If your call can't be answered, please leave a voicemail, leaving all relevant contact details and we will contact you as soon as possible. Alternatively, send us an **email which is our preferred method** of contact. Our Goods-In Department is open Business Days from 08:00 – 16:00. Deliveries outside these hours may be arranged and times may vary.

INFORMATION REQUIRED

Your packing list should contain the information below, the details of which will be requested at time of making a booking appointment. We welcome packing lists to be sent via email to support this.

Packing list information

- Supplier Name
- Date of order
- Our SKU code(s), supplier material code(s), and production description(s)
- The quantity being delivered against each SKU (with clear unit of issue)
- The Purchase Order number applicable to each order line
- The packing list/delivery documentation **MUST** always accompany a delivery and be visible on the outside of each consignment to avoid confusion and delayed tipping at the time of arrival. Delivery notes can also be emailed or faxed prior to delivery as an addition
- Incomplete or missing paperwork can mean carriers leaving the premises as they often don't have time to wait, or the delivery being refused if no paperwork can be obtained
- Wherever possible, pallet manifests should be used, especially for mixed SKU pallets
- Any applicable concession numbers for the product or delivery specification
- Special storage instructions, if any
- If it has been agreed that the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered should also be displayed

Delivery information

- Supplier and Carrier Name
- Total number of pallets, cartons or container size. (Please note we require pallet quantity, not pallet lift quantity. If pallets are double stacked, please advise total amount of pallets)
- Any other reference as supplied by your nominated merchandiser
- Any applicable concession numbers for the product or delivery specification

6. Delivery of Goods

BOOKING CONFIRMATION

A unique booking reference will then be issued, together with wherever possible an email booking confirmation. It is vital that this is passed onto your carrier (if applicable) and quoted when delivering for efficient offloading of the consignment.

BOOKING EXCEPTIONS

All deliveries, no matter how small, must have a booking slot/reference and be delivered to the address specified by Findel Education or to such other location as set out in the Order as instructed by Findel Education before delivery.

However, Findel Education does recognise a collection of 'regular carriers' who are permitted to deliver up to 8 pallets (single line or mixed) without a booking reference, but at a pre-arranged time, into the Nottingham Logistics Centre. These are as follows:

Carrier	Mon	Tue	Wed	Thu	Fri
FedEx	14:30	14:30	14:30	14:30	14:30
DPD	13:00	13:00	13:00	13:00	No Slot
DPD Local	No Slot	No Slot	No Slot	No Slot	13:00
Parcelforce	08:30	08:30	08:30	08:30	08:30
TNT	10:30	10:30	10:30	10:30	10:30
Tuffnells	14:20	No Slot	No Slot	14:20	No Slot
UPS	09:00	09:00	09:00	09:00	09:00
Yodel	11:30	11:30	11:30	11:30	11:30

Loose carton deliveries through these regular carriers should be neither greater than a full pallet in volume, nor thirty in number. A single supplier should not use up more than one of the eight pallets granted to each carrier as these slots are designed to take in the vast amount of small consignments we receive on a daily basis.

Deliveries without a valid booking reference (outside of the regular carrier procedure) will be refused.

OTHER DELIVERY REQUIREMENTS

Other delivery criteria include:

- Wherever possible multi-pallet deliveries should be delivered on curtain-sided vehicles
- Delivery drivers are expected to adhere to local site health & safety requirements, signage and other instructions.
- Please use a suitable vehicle for your load. We will not 'drag' pallets on vehicles using ropes/chains/belts, etc
- Pallets should be grouped together on wagons, by consignment, for efficiency of tipping
- All consignments must be marked up clearly for 'Findel Education'
- No parcels are to be delivered to reception, unless otherwise specified
- Loose carton deliveries (unpalletised) should be neither greater than a full pallet in volume, or thirty in number
- Deliveries are signed for on an 'unchecked' basis, but all discrepancies will be reported within 48 hours
- Pallets delivered to Findel Education are non-returnable unless otherwise agreed
- Your driver may be asked to temporarily surrender his keys to Goods-In whilst the delivery is unloaded in the interests of health and safety

Deliveries with damaged stock or incomplete consignments will be refused.

6. Delivery of Goods

OTHER DELIVERY INFORMATION

Our Purchase Orders will be raised in accordance with the lead times you have confirmed to us, and, as such, we expect them to be delivered on the date specified in the Order or, if no such date is specified then on such date which is agreed.

If you, or your nominated carrier, are unable to meet a delivery, or it's booking time, you will need to notify the applicable warehouse beforehand giving as much advance notice as possible. CCARs can be avoided by advising us in advance of late deliveries. We will endeavour to unload early deliveries as soon as possible.

Goods-In must be notified at least 24hrs prior to the date of delivery if any changes are required to be made to that of the original booking.

The performance of a carrier remains the liability and responsibility of the nominating Supplier.

DELIVERY OF GOODS

Delivery of the Goods shall be completed on the obtaining of an authorised signature of receipt obtained at the Delivery Location.

Time of delivery of the Goods is of the essence.

If the Supplier delivers more or less than the quantity of Goods ordered, and Findel at its sole discretion accepts the delivery, a discrepancy report shall be issued and if required a pro rata adjustment shall be made to the invoice for the Goods. Shortages, overages and damages will be subject to credit/debit, and where applicable corrective and preventive action requests.

The Supplier shall not deliver the Goods in instalments without Findel's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Findel to the remedies set out in Customer Remedies, as below.

Title and risk in the Goods shall pass to Findel on completion of delivery. Transit and offloading of the Goods shall be at the Supplier's risk.

CUSTOMER REMEDIES

If the Supplier fails to deliver Goods and/or perform the Service by the applicable date other than at the written request of or with the written agreement of Findel then Findel shall, without limiting its other rights or remedies, have one or more of the following rights:

1. to terminate any Trading Agreement(s) with immediate effect by giving written notice to the Supplier;
2. to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
3. to recover from the Supplier any costs incurred by Findel in obtaining substitute goods and/or services from a third party;
4. where Findel has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier; and
5. to claim damages for any additional costs, loss or expenses incurred by Findel which are in any way attributable to the Supplier's failure to meet such dates.
6. If the Goods are not delivered by the applicable date, Findel may, at its option, claim or deduct 2 per cent of the price of the Goods for each week's delay in delivery by way of liquidated damages, up to a maximum of 20 per cent of the total price of the Goods. Liquidated damages are calculated as a genuine pre-estimate of loss. If Findel exercises its rights under this Customer Remedies Requirement, it shall not be entitled to any of the remedies set out above in respect of the Goods' late delivery.

6. Delivery of Goods

CUSTOMER REMEDIES Continued

7. If the Supplier has delivered Goods that do not comply with the undertakings set out in this section (Section 6 – delivery of goods) and/or the requirements of any Trading Agreement, then, without limiting its other rights or remedies, Findel shall have one or more of the following rights, whether or not it has accepted the Goods:
 - a. to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
 - b. to terminate any Trading Agreement with immediate effect by giving written notice to the Supplier;
 - c. to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
 - d. to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - e. to recover from the Supplier any expenditure incurred by Findel in obtaining substitute goods from a third party; and
 - f. to claim damages for any additional costs, loss or expenses incurred by Findel arising from the Supplier's failure to supply Goods in accordance with this Delivery of Goods Requirement.

g. For the avoidance of doubt Findel shall not be liable to pay for any Goods which do not comply with the terms of the Trading Agreement or this Trading Manual and without limit to any other rights or remedies set out under the Trading Agreement or available to Findel at law, the Supplier shall refund Findel for any sums paid in respect of such Goods.
8. Findel shall not be deemed to have accepted any Goods or Services until Findel has had a reasonable time to inspect or test them following delivery, Findel and the Supplier hereby agree that what constitutes a reasonable time will be determined for the purposes of this Section by reference to the specific Goods and standard industry practice. Findel shall not be deemed to have accepted the Goods by virtue of having required the Supplier to repair or replace Goods under the Trading Agreement.
9. If due to the Supplier's acts, omissions or defaults the Supplier has failed to reach any Service Level in one month Findel shall issue written notice to the Supplier (which may be sent via email) that Findel requires the Service Level to be achieved by the end of the following month. If the Supplier does not achieve the Service Level by the end of this second month Findel may in its sole discretion terminate the Trading Agreement and at its discretion all other contracts in place between Findel and the Supplier immediately.
10. These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
11. Findel's rights under any Trading Agreement are in addition to its rights and remedies implied by statute and common law.
12. The Supplier warrants that all representations made by it in response to any request for proposal, invitation to tender or other selection process carried out by Findel in respect of the Goods and/or Services are true and accurate and are not misleading.

7. Direct Delivery



7. Direct Delivery

DIRECT DELIVERY SERVICES

In addition to the applicable delivery obligations set out in the Terms and the Schedule. The delivery of Goods via Direct Delivery shall constitute a service for the purposes of this Agreement. The Supplier shall provide the Direct Delivery Services in accordance with the Trading Agreement and this Trading Manual.

Findel Education shall provide the Supplier with the address and contact details of the Findel Customer.

The Supplier shall ensure that it contacts the Findel Customer to confirm the Delivery Date at least seven (7) Working Days before the Delivery Date. The Supplier and the Findel Customer shall agree an exact date and a time for delivery. The date and time agreed by the Findel Customer shall become the Delivery Date for the purpose of this Trading Manual.

Where the Supplier has reason to believe that it will not be able to meet the Delivery Date it shall contact the Findel Customer as soon as possible to arrange an alternative date which shall be done in accordance with the above. Such actions shall not in any way limit or affect Findel Education's rights or remedies under this Agreement or at law in respect of the late delivery.

The Supplier shall ensure that all vehicles used to provide the Services are: (i) roadworthy, (ii) fully maintained and in good repair and condition, (iii) appear to be in good condition and are clean; (iv) are fully insured, (v) are serviced at least every 12 months (vi) have valid and up to date MOT and vehicle tax (viii) carry an up to date and accurate log book and (ix) comply with all applicable Laws and DVLA requirements.

DIRECT DELIVERY PERSONNEL

The Supplier shall ensure that the personnel carrying out the Direct Delivery Services:

1. are carriers of clean, valid UK driving licences and fully insured to drive the vehicle used by them for the Services;
2. have been DBS checked within the last 12 months and have not been convicted of any violent, sexual or drug related offence or offence against children or any other offence which Findel Education would reasonably consider would deem them not to be suitable to be around children or vulnerable adults;
3. are at all times smartly dressed in a prescribed and professional uniform;
4. conduct themselves in a professional and courteous manner at all times and communicate clearly with the Findel Customer;
5. comply at all times with the instructions of the Findel Customer and Findel Education;
6. unload all Goods for the Findel Customer and place all Goods under cover and in a safe and secure manner and in accordance with the instructions of the Findel Customer;
7. at all times comply with and all health and safety, security and other policies notified by the Findel Customer or Findel Education to the Supplier in relation to the Delivery Location together with any and all further reasonable instructions or warnings given by Findel Education and/or the Findel Customer orally or in writing from time to time.

Findel Education shall notify the Supplier if it is dissatisfied with any member of the Supplier's personnel. The Supplier shall immediately remove such member of personnel off Findel Education's account and provide replacement personnel promptly to ensure no disruption to delivery.

On the expiration or termination for any reason of the Agreement it is not intended that any of the Supplier's personnel will transfer to Findel Education (or its nominee) pursuant to the Regulations. The Supplier warrants that it shall retain and/or make redundant all of the Supplier's personnel employed by the Supplier immediately prior to the date of termination or expiration of the Agreement.

7. Direct Delivery

DIRECT DELIVERY PERSONNEL Continued

If, by operation of law, the contract of employment of any of the Supplier's personnel shall be transferred to Findel Education (or its nominee) as a result of the Regulations, the Supplier shall indemnify Findel Education fully and keep Findel Education indemnified and hold it harmless at all times against all actions, costs, claims, liabilities, expenses, legal remedies, compensation, court or tribunal orders, penalties, fines, awards, costs (including legal expenses) arising from or relating to any claim against Findel Education by or in respect of (including a claim by any trade union in respect of) any such employee if Findel Education (or its nominee) shall terminate the contract of employment of such employee after becoming aware of such transfer of employment.

The Supplier shall indemnify Findel Education fully and keep Findel Education indemnified and hold it harmless at all times from and against all actions, costs (including legal expenses), claims, liabilities, expenses, legal remedies, compensation, court or tribunal orders, penalties, fines, awards and all other liabilities of any nature in any way connected with or arising from or relating to any claim against Findel Education by or in respect of (including a claim by any trade union in respect of) any of the Supplier's personnel.

For the avoidance of doubt, all of the Supplier's personnel shall at all times be and be deemed to be employees of the Supplier or the sub-contractor and not of Findel Education. The Supplier shall be responsible for the taking of all disciplinary action in respect of the Personnel and for paying any salaries, taxes, contributions and charges payable in respect of the Personnel.

OPEN ORDERS

The dedicated direct delivery team at Findel Education will send you an open order book on the first working day of each week; this can be used to verify that purchase orders have been received.

This list will only be any orders not yet acknowledged or those that have expired the delivery date you have previously advised.

We require this list to be completed, and returned, together with accurate revised delivery dates, within 48 hours.

7. Direct Delivery

OTHER ADDITIONAL REQUIREMENTS

- Invoices to be sent upon despatch of goods with one invoice per purchase order
- Your nominated carrier will need to be able to deliver to the following:
 - i) Northern Ireland
 - ii) Scottish Highlands
 - iii) Scottish Islands
 - iv) Isle of Man
 - v) Isle Of Wight
 - vi) Channel Islands
- Availability of a POD showing signature and date signed for
- Any query, the direct delivery team send you, must be resolved within 48hours
- Deliveries into the Nottingham Logistics Centre, for consolidation purposes or Export, must adhere to all standard delivery and packaging requirements, (as outlined in sections 3-6)
- If this product is a new line into Findel Education, then it must be submitted for approval in the normal way. On occasion, it may be possible for our Quality Team to approve the item at your site, if appropriate
- A Findel Education delivery note must accompany goods to the customer

ORDER CANCELLATION

Please note that we will not cancel a purchase order off the system, if requested by our customer, without prior confirmation, in writing, from you. We will however not be liable for any subsequent invoices, should the order then be despatched to our customer. In this instance we will endeavour to assist on communications between you and our customer, however non-conformance documentation may be raised as a result, inclusive of appropriate administration costs.

DIRECT DELIVERY RETURNS

Items which are faulty, damaged or are no longer required, will always be returned to the supplier of that product. Upon receiving a returns request, from our customer, we will contact you to arrange return of the item and provide a returns purchase order. Upon receipt of the returned item, we expect to receive a credit, in full. If additional costs are incurred, due to the item no longer being required, we may accept an invoice for these costs, dependant on the customer's reasons for return.

DIRECT SUPPLY RETURN – Non-Supplier Liability

In the event of you receiving a customer return, for a directly despatched item, which doesn't appear to be your (or your nominated carrier's) liability, we will require a report to show why a credit should not be issued to Findel Education.

This report can be completed in the format of a **Direct Supply Supplier Report** which is available from your nominated direct supply clerk. This form gives us confidence that the issue is not with the supplier, but instead liability should be allocated elsewhere, i.e. customer, Findel Education, etc. Failure to supply a completed form will result in the credit being chased and could potentially lead to non-payment of your account. Should you agree that the item has been returned correctly for supplier liability (inclusive of your nominated carrier) and as a result do issue a credit to Findel Education, then in the event of this being a repeat concern (over 5% return rate attributable to supplier liability), we will raise non-conformance documentation requesting preventive actions, and where appropriate financial compensation.

7. Direct Delivery

GENERAL REQUIREMENTS

In performing the Direct Delivery Services the Supplier shall operate as and have the status of an independent contractor and shall not operate or have the status of agent, employee or representative of Findel Education.

The Supplier shall meet any performance dates and Service Levels for the Direct Delivery Services set out in the Schedule or otherwise specified by Findel Education.

In providing the Direct Delivery Services, the Supplier undertakes and warrants that throughout the duration of the Agreement it shall:

1. co-operate with Findel Education in all matters relating to the Direct Delivery Services, and comply with all instructions of Findel Education;
2. perform the Direct Delivery Services with the highest levels of care, skill and diligence and in a good and workmanlike manner and in accordance with best practice in the Supplier's industry, profession or trade and in accordance with the Service Levels;
3. to provide the Direct Delivery Services efficiently with the optimum use of all resources so as to provide the Direct Delivery Services at the lowest reasonably obtainable overall cost and to actively seek ways of reducing costs;
4. provide all equipment, tools and vehicles and such other items as are required to provide the Direct Delivery Services;
5. not do or omit to do anything which may cause Findel Education to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Findel Education may rely or act on the Direct Delivery Services.

The Supplier shall appoint a senior employee as its representative to be Findel Education's contact at the Supplier to be responsible for the performance of the Direct Delivery Services and who will have the authority to liaise with and receive instructions from Findel Education. Such appointment (and any subsequent appointment) shall be subject to the prior written approval of Findel Education (such approval not to be unreasonably withheld or delayed).

The Supplier shall not replace the Representative without Findel Education's prior written consent unless the Representative leaves the employment of the Supplier in which case the Supplier shall immediately replace the Representative with a person of commensurate skill, knowledge and experience and subject to the prior approval of Findel Education. The Supplier shall immediately upon request of Findel Education forthwith (and without any compensation being payable) remove any of the Personnel or the Representative from the performance of the Direct Delivery Services and replace with another employee of no less status, knowledge and experience approved by Findel Education in accordance with this paragraph.

The Supplier shall and shall ensure that all of its subcontractors comply with all Laws in performing the Direct Delivery Services, including all Data Protection Legislation.

Unless specified otherwise in the Schedule there shall be no additional charge to Findel Education for the Direct Delivery Services.

8. Other Requirements



8. Other Requirements

INTELLECTUAL PROPERTY RIGHTS

In respect of the Goods and any goods or materials that are transferred to Findel as part of the Services under the Trading Agreement, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to Findel, it will have full and unrestricted rights to sell and transfer all such items to Findel.

The Supplier assigns to Findel, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables.

The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

The Supplier shall, promptly at Findel's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Findel may from time to time require for the purpose of securing for Findel the full benefit of the Trading Agreement, including all right, title and interest in and to the Intellectual Property Rights assigned to Findel in accordance with the above.

All Findel Materials are the exclusive property of Findel.

All rights (including all Intellectual Property Rights) in Goods which have been developed or designed in whole or in part by Findel ("Designed Goods") shall at all times as between the parties vest in Findel. The Supplier shall not acquire any rights in the Designed Goods.

The Supplier shall not supply the Designed Goods to any third party during the term of the Trading Agreement or at any time thereafter without the prior written permission of Findel.

The Supplier shall not be permitted to sell, distribute, use, supply, market or promote any Goods bearing any trade mark, company name, trading name, brand, branding, logo, copyright material and/or get up which belongs to or is licensed to Findel ("Findel Branding") to any third party during the term of the Trading Agreement or at any time thereafter.

The Supplier shall on termination or expiration of the Trading Agreement dispose of Goods containing Findel Branding in accordance with Findel's instructions.

8. Other Requirements

INDEMNITY AND LIMIT OF LIABILITY

The Supplier acknowledges that Findel places particular reliance upon the provisions of the Services and receipt of the Goods and in addition to any other remedy available to Findel, the Supplier irrevocably and unconditionally agrees to indemnify Findel, its employees, sub-contractors and agents (who shall have no duty to mitigate their loss) in full and on demand and keep them so indemnified against all claims, demands, actions, proceedings and all direct and indirect damages, losses, costs and expenses (including without limitation legal and other professional advisers' fees, economic loss, loss of profit, future revenue, reputation, goodwill, anticipated savings) and any consequential loss made against or incurred or suffered by any of them and whether wholly or in part resulting directly or indirectly from the matters listed below whether or not such losses or the consequences of the matters listed below were foreseeable at the date of the entering into the Trading Agreement:

- a. any claim made against Findel for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply, sale, distribution, promotion or use of the Goods, or receipt, use or supply of the Services;
- b. any claim by any member or former member of the Personnel, any employee or former employee of the Supplier or employee or former employee of any sub-contractor for payment of salaries, or in respect of taxes, contributions or other charges, or any other claim brought by any such person, including without limitation any claim for personal injury, unfair dismissal, redundancy, discrimination, breach of contract of employment or breach of the Working Time Regulations 1998; and
- c. any breach of whatsoever nature of any of the Supplier's obligations, representations or warranties under the Trading Agreement or any other act or omission (including negligence) of the Supplier, the Personnel or any sub-contractor or agent of the Supplier or their employees.
- d. a product recall of the Goods. For the avoidance of doubt any product recall shall be at the Buyer's absolute discretion.

Findel shall not be liable for:

- (a) loss of profits; or
- (b) loss of business; or
- (c) depletion of goodwill and/or similar losses; or
- (d) loss of anticipated savings; or
- (e) loss of goods or contact or loss of use; or
- (f) loss of revenue; or
- (g) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
In any event Findel's total liability shall be limited to the Price of the Goods which comply with and have been delivered in accordance with the terms of a Trading Agreement and this Manual.

Nothing in the Trading Agreement or this Manual limits or excludes the liability of Findel:

- (a) for death or personal injury resulting from negligence; or
- (b) for any damage or liability incurred as a result of fraud or fraudulent misrepresentation by Findel

For the duration of the Trading Agreement and for a period of six years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Agreement and shall, on Findel's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

8. Other Requirements

GENERAL

Neither party shall be liable to the other as a result of any delay or failure to perform its obligations if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable (Force Majeure Event). Findel shall not be liable to pay the price for the Goods or Services until such time as the Force Majeure Event shall have ceased to take effect. If such event or circumstances prevent the Supplier from supplying the Goods and/or Services for more than 5 days, Findel shall have the right, without limiting its other rights or remedies, to terminate the Trading Agreement with immediate effect by giving written notice to the Supplier.

The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement without the prior written consent of Findel.

Any notice to be given by either party to the other under the Trading Agreement must be in writing addressed to that other party at its registered office or principal place of business or such other address as may have been notified for these purposes. Notices addressed to Findel shall be marked for the attention of the Company Secretary. Notices shall be delivered personally or sent by first class or registered post or facsimile transmission. A notice is deemed to have been received:

- (a) if delivered personally, at the time of delivery
- (b) if sent by prepaid first class or registered post on the second working day after posting (exclusive of the day of posting)
- (c) if sent by facsimile transmission on a working day prior to 4.00pm at the time of completed transmission and otherwise on the next working day

Any waiver by Findel of any breach is not a waiver of any subsequent breach and failure or delay by Findel in enforcing or partially enforcing any provision of the Trading Agreement or this Trading Procedures Manual, is not a waiver of any of its rights under the Trading Agreement.

If a court or any other competent authority finds that any provision (or part of any provision) of the Trading Agreement or Trading Procedures Manual is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

Nothing in the Trading Agreement or this Trading Procedures Manual is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties. No party shall have authority to act as agent for, or to bind, the other party in any way.

A person who is not a party to the Trading Agreement or this Trading Procedures Manual shall not have any rights under or in connection with it.

Any variation, including any additional terms and conditions, to the Trading Agreement or Trading Procedures Manual shall only be binding when agreed in writing and signed by an authorised representative of Findel, where appropriate with a concession.

9. Contact & Interpretation



9. Contact & Interpretation

General Contact Details

Web: www.findel-education.co.uk

E-Mail: info@findel-education.co.uk

Branch Details

Findel Education Ltd

Hyde Buildings
2 Gregory Street
Hyde
Cheshire
SK14 4HR

NB: SK14 4SH

This postcode will navigate you to the premises if using a satellite navigation system or route planner

T: +44 (0) 161 367 2000

Findel Education Ltd

Nottingham Logistics Centre
Victoria Business Park
Pintail Close
Netherfield
Nottingham
NG4 2SG
United Kingdom

T: +44 (0) 115 957 7000

9. Contact & Interpretation

Definitions

For clarity, within this Trading Manual, the following definitions apply:

Approved Samples: samples of the Goods that have been approved in writing by Findel Education.

Agreement: the Formal Trading Agreement which comprises the Conditions and the Schedule relating to this Trading Manual.

Business Day: a day (other than a Saturday, Sunday or a public holiday) on which the banks in London are ordinarily open for business.

Conditions: terms and conditions of the agreement as amended or supplemented from time to time.

Data Protection Legislation: Directive 95/46/EC and all national implementations of that directive including the Data Protection Act 1998

Deliverables: all Documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts).

Delivery Location: the address specified by Findel or to such other location as is set out in the Order as instructed by Findel before delivery.

Designed Goods: the Goods designed in whole or in part by Findel.

Direct Delivery: delivery of Goods direct to Findel Customers.

Document: includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

Findel Customers: means a customer of Findel that has placed an order with Findel for Goods.

Force Majeure Event: has the meaning set out in General (Section 8)

Goods: the goods (or any part of them) set out in the Order.

Findel: Findel Education Limited registered in England and Wales with company number 01135827.

Findel Materials: all materials, equipment and tools, drawings, specifications and data supplied by Findel.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order: written purchase orders.

Personnel: means the employees of the Supplier or any employees of the sub-contractor of the Supplier who are to be engaged in providing the Goods and/or Services including, without limitation, the Representative.

Price: the price set out in the Agreement Schedule or as agreed otherwise in writing.

Representative: means the person to be appointed by the Supplier as representative.

Schedule: the schedule for Goods and/or Services signed by the parties and accompanied by the agreement.

Service Levels: means the standards of performance to be met by the Supplier in providing the Goods and/or Services, details of which are set out in the Schedule.

Services: the services, including without limitation any Deliverables, to be provided by the Supplier under this Agreement as set out in the Specification.

Specification: means the requirements of the Goods and/or Services including any plans, drawings, data, descriptions and timescales which has been provided by or approved by Findel.

Supplier: the person or firm from whom Findel purchases the Goods and/or Services.

Trading Agreement: the Formal Trading Agreement which comprises the Conditions and the Schedule relating to this Trading Manual.

Trading Manual: This document.

Findel Education Ltd

Registered in England & Wales.

Registered Number: 1135827

Registered Office:

Church Bridge House, Henry Street

Accrington, BB5 4EE

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