Abusiness based on trust

















Welcome to our family!

A note from James Timpson OBE

Thank you for taking the time to read our partner's manual. We hope it helps you to understand a little bit more about how we run the business, what we expect from our partners, and what our partners should expect from us.

The guidelines in this document will help to ensure that we have a strong and smooth working relationship. If you have any questions, queries or concerns, please let us know now rather than later down the line. It is important that we are honest with each other from the outset.

We understand how important our partners are to the success of our business. This is why we see all of our partners as partners, with each of us ready to go the extra mile to support one another. Here's to a happy and successful working relationship. I hope to meet you at Timpson House or on my travels before too long.

Kind regards,

James Timpson OBE

Our business in numbers...

- · Founded in 1865
- · Entirely owned by the Timpson Family
- · 2100+ shops in the UK and Ireland
- · 60 Locksmith vans
- · 7 Barbershops
- · 4000 colleagues working in the business
- · The biggest service retailer in Europe
- · £300m + turnover per annum
- · £50m + spent with our partners each year
- · 2 main warehouses
- · Over 40m warehouse issues each year
- · Holiday homes for free use by our colleagues and any families providing foster care
- · Over £1m spent on 'dreams come true' rewards for our colleagues last year
- · Over £4m raised for children's charities through our shop charity boxes
- · Biggest recruiter of ex-offenders in the UK
- · Over 10% of our colleagues recruited via the Timpson Foundation
- · 4 Academies within UK prisons
- · 25 Dry cleaning hubs
- · 4 Pubs
- · 875 Photobooths
- · 806 Jura photo kiosks
- · 6 Excellence support centres



We run our business by trusting colleagues in our branches and elsewhere with the authority to give customers amazing service.

An open book

We don't keep secrets and expect our partners to tell us everything we ought to know.

It makes life so much simpler when no one has anything to hide and everyone tells the truth.

Delivery

"I am sorry but we will be at least a week late"

Quality

"We have changed our leather supplier, can you make sure you are happy?"

Price

"We have moved production to China so we will pass on the price benefit!"

Competition

"A new supplier is quoting a lot less than you, I will send you their sample"

A deal is a...

DEAL!

We promise to stick to the terms agreed when the deal was done - and we expect our partners to do the same.

We will not find false reason to cancel an order.

We will not demand retrospective changes in agreed prices or payment terms. We require a 3 month notice period to change cost prices unless agreed otherwise by the buying team.

Payments

Our finance department know that prompt payment to partners is top priority.



Standard terms are 45 days from date of invoice.

However we are happy to negotiate shorter payment terms in exchange for discounts.

E.G.

14 days = 2% discount

7 days = 4% discount

Please discuss this with the buying team.

What we require

In order for the Purchase Order (PO) to be raised correctly we need the following information:

- **✓** Item Description
- **✓** Cost Price Confirmation
- ✓ Partner Item Code (if applicable)
- ✓ Partner Description
- **✓** Carton Quantity
- ✓ Packaging Information
- **✓ Item Specification** (if applicable)
- Retail Pack Size (if applicable)
- Pallet Quantity (if applicable)
- ✓ Direct to Shop Shipping Costs (if applicable)

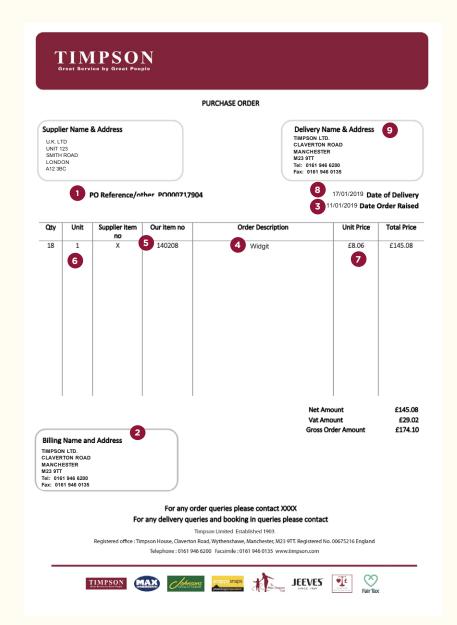
Once we have received the above information we will give you a unique item code for the product.

From 2022 we will also require a detailed item specification for each item's packaging to satisfy government packaging waste regulations. Details of that specification format will be shared by the buying team directly.

Your order

Please check and report any discrepancies with the purchase order to the buyer immediately as this will aid in the prompt payment of your invoice. It is vitally important that you report any expected shortages in quantities at the point of order. Any invoices that do not match an agreed PO may be refused.

- 1 The unique PO number
- The address where the invoice should be sent
- The date the order was raised
- The description of the item
- 5 The unique item number
- The number of units ordered either in carton quantities or singles
- 7 The cost price
- 8 The date on which the order must be delivered
- 9 The delivery address either for the distribution centre or for the branch



No back orders are allowed unless prior notice has been given to the buying team.

Containers & Deliveries

Once you are in receipt of our official order, if it will not fill a 20ft/40ft or 40ft HQ container, then please contact the buying team immediately. Then we can decide to order more or less items in order to fill a container, or decide to take the order in less than container load (LCL). When an official order is placed, please confirm the lead time. If this lead time changes, please inform the buying department.

All products shall be suitably packed for shipment, so that no movement occurs during transit. If products are not suitably packed and are damaged as a result, you will be liable for any associated costs. In this event the Timpson Group would require either a credit note for the affected products, or stock replacements to be sent via the fastest possible means, at your cost.

All shipments will be FOB (Free on board) unless otherwise agreed. All necessary paperwork must be submitted on time to us or our nominated freight forwarders upon request.

- 1 Every order must have a delivery note. If you have a split delivery, each delivery needs its own delivery note number. Everything on the delivery note needs to be in stock number order.
 - Your delivery note must be on letter-headed paper and must include the following:
- Ring the relevant warehouse stating the following:

Timpson Warehouse 0161 503 4262 Mon - Fri 8pm - 5pm

Quad 07551 017 019 Mon - Fri 8.30am - 2pm

Outer cartons are to include the following:

Please note: The warehouse can reject a delivery if it is damaged or unsafe to unload, this is down to the unloaders discretion.

- **✓ Delivery Note Number**
- ✓ Purchase Order Number
- ✓ Our Code
- ✓ Partner Code
- Description
- ✓ Quantity Delivered
- **✓** No. of Pallets

Max Height 5 foot or 1.52mMax Weight 1 tonne or 1000kg

- Purchase Order No.
- ✓ No. of Cartons *Max Weight* 20kg
- **▼** Time of Delivery
- **✓** Labelled
- **▼** Barcoded
- **✓** Product Number
- **✓** Product Description

Dealing with problems

"Sorry, you have my sympathy, but we will need to cancel this order..."

Late Delivery or Poor Quality

We might

- a) Cancel the order
- b) Make a penalty charge

...but we will always talk to you before taking action.

"These soles fell apart in the middle of my wedding!"

Consequential Loss

If all loss is your fault or if your product is the cause of a justified customer complaint we may seek compensation.

Our advice:

Get insurance cover

Invoices and Payment

Ensure you are paid promptly by quoting the PO number and our item number on all invoices, delivery, packing and advice notes.

We aim to match 100% of our invoices to the goods received at our warehouses. To enable us to do this and to ensure you get paid on time (or before!) you must;

- Check cost prices and quantities are as agreed with the buying team and these are mirrored on the invoice
- Produce one invoice per delivery site unless otherwise agreed with the Buying team
- Issue credit notes immediately for any delivery discrepancies
- Submit your invoice in the currency detailed on the purchase order
- · Show deposit amounts clearly
- If the price on the order is incorrect, you must request a revised purchase order before shipping the goods.

Your invoices must include the following information:

- · Full partner trading name and address
- Invoice number & invoice tax point
- Partner's VAT registration number if applicable
- Purchase order number
- Delivery note number
- · Delivery date and delivery address
- Item/SKU codes and description for each item dispatched
- · Quantity delivered per item
- · Cost price (Unit cost/Extended cost) Exc. VAT
- Input VAT (plus VAT rate)
- Total cost price (including VAT) for the invoice

Email your invoice

Email your invoice to

purchase.ledger@timpson.com

or send via post to Timpson House, Claverton Road, Wythenshawe, Manchester, M23 9TT

Queries regarding invoices should also be submitted to the purchase ledger team, via the numbers below:

Phone: 0161 946 6265

Email: purchase.ledger@timpson.com

When will you get paid?

The settlement of invoices will be subject to all details on the invoice being consistent with those shown on the purchase order.

Unless otherwise specified, payment terms will be 45 days from date of invoice. Payment will be made by BACs.

If we make a claim for credit or payment in respect of returned goods, short deliveries or overcharges, we expect the claim to be settled or payment to be made within 30 days of the issue of claims. In the event that this does not happen, we reserve the right to make deductions from any remittance due to you.

Sometimes things go wrong. If you have any problems or complaints about how we are dealing with you, please speak to our Finance Director- paresh.majithia@timpson.com We expect all of our partners to engage with us in an attempt to resolve any issues before taking action such as putting us on stop.



Ethical Trading Policy

We will only work with partners who share our commitment to maintaining ethical working conditions and practices. This is the case for our entire supply chain, which includes any of your partners. We reserve the right to audit you and/or your supply chain either ourselves or via a third party at any time. We also require your support to complete our Timpson Social and Ethical compliance questionnaire which will be distributed annually.



Health & Safety Standards

A safe working environment must be provided, and all regional laws relating to health & safety need to be maintained.

Wherever possible, minimum standards should be exceeded.

No Child Labour

Under no circumstances will child labour be used during the production of goods or the provision of services for the Timpson Group. The definition of a child is any person who is younger than the official school leaving age in the local region of the workplace concerned.

Fair Employment

All local laws relating minimum wage, overtime, holidays, contracted hours of work and sick pay must be met.

No Forced Labour

Under no circumstances will you forced labour be used in your workplace or supply chain. Regardless of the location of your business, you must uphold the standards and conditions of The Modern Slavery Act 2015. By signing the terms of supply, you agree to this.

No Discrimination

We are committed to the fair treatment of all employees around the world who are involved in the supply or provision of goods or services for the Timpson Group. We will not stand for discrimination in the work place of any kind, including discrimination because of; race, gender, religion or sexuality.

Looking after the environment



Reducing Environmental Impact

We are committed to reducing our impact on the environment and we expect the same from our partners. As a minimum, we expect that all of the materials used in the manufacture of our goods are sourced responsibly. We expect that you will seek to reduce the amount of packaging you use and it's environmental impact. We will also expect that you will have plans in place to reduce your greenhouse gas emissions wherever possible.

Packaging Requirements

Future packaging legislation will require UK businesses to report on the amount and type of packaging we use, this includes transit packaging and merchandise. In 2023 the Plastics Tax will apply to all plastic packaging with less than 30% recycled content; and from 2024 the Extended Producer Responsibility for Packaging will extend taxation to additional forms of packaging. We expect our partners to help mitigate these costs by supporting our efforts to identify and, if necessary, improve packaging to be as environmentally friendly as possible. The Buying Team will require detailed material specifications about the products and packaging you supply, this will be so we can record accurate submissions for the legislation.

Greenhouse Gas Emissions

The UK Government has set a target to reduce all greenhouse gas emissions to net zero by 2050. The Timpson Group is mainly a provider of services rather than selling merchandise so our emissions are already relatively small but we still have a great deal to do to achieve net zero. We expect our partners to understand their own gas emissions – or carbon footprint – with plans in place to improve towards net zero. The Buying Team can provide support and advice if you require it. It is very likely that there will be legislation mandating UK businesses and their suppliers to quantify the carbon footprint so we would strongly encourage early action.

We will keep our partners informed of current and future legislation that we must satisfy with your support.

Trading Terms

Quality of Goods

By supplying the goods the partner warrants that they:

- Conform to the descriptions and quantities ordered
- Conform to all relevant product and service specifications
- Comply with the requirements of all acts of parliament, statutory rules, orders, regulations, British or European Standards and all other requirements, regulations or legislation which apply to such goods
- Be of satisfactory quality and sufficient for the purpose intended and of good material and workmanship, free from defects and all other faults

The Timpson Group reserves the right to pursue any consequential loss claim as a result of defective product if a partner's quality process is deemed to have failed.

Remedies

The partner will indemnify Timpson Ltd against any and all costs, losses or damage arising directly or indirectly from goods supplied by the partner or from failure by the partner to comply with the terms of a Purchase Order or these conditions.

Subcontracting

The partner shall not assign or transfer the whole or any part of this contract, or subcontract the production of any goods to be supplied under this contract, without the prior written consent of the Timpson Group. This agreement applies to the partner, plus any agreed appointed/represented agents of the partner. These appointed/representative agents must be approved in writing by the Timpson Group.

Protection of Brand

Under no circumstances should any stock that is branded with the logo of a Timpson Group company be sold to anyone other than the Timpson Group. Our brand is very important to us and we reserve the right to pursue any consequential loss claim as a result of a breach of this term.

Termination

Timpson Ltd may terminate a Purchase Order by written notice at any time. Timpson Ltd will not incur any liability for the termination where the partner fails to comply with one or more of these conditions. In all other cases, the partner will take all reasonable steps to minimise any loss it incurs as a result of such termination and the maximum amounts the partner will be liable to claim from Timpson Ltd will be actual cost of production of the Goods (or, in the case of services the performance of those services) incurred up to the date on which the partner receives notification of termination. Timpson Ltd will not be liable for any loss of profit or revenue consequential loss or damage.

A bit of box ticking

Acknowledgement of receipt

Please confirm in writing your acceptance of all these term by completing the Partner Account Agreement Form and returning to your Timpson contact at the following address...

Timpson Ltd Timpson House Claverton Road Wythenshawe Manchester M23 9TT





Here's to a happy and successful relationship

New Partner Account Agreement Form

I can confirm that I have read, understood and will comply with the Timpson Ltd Trading Terms and Conditions.

Name
Position
Company

Date