

This policy forms part of, and must be read with, Bunnings' Supplier Trading Terms.

Bunnings Product Safety, Quality Assurance and Product Packaging Requirements

Provision of Quality Assurance verification and test reports:

Bunnings reserves the right to require Suppliers to provide evidence of product quality assurance test reports or copies of third-party testing or certificates held.

Suppliers agree to authorise Bunnings to directly obtain copies of any tests reports or certification assessments relating to any product supplied to Bunnings, from the accreditation or testing body, and to assist Bunnings to verify any certificates upon Bunnings' request.

Where a product claims to comply with an Australian or International standard or otherwise have certain performance characteristics, test certificates from independent accredited testing facilities confirming compliance should be provided to Bunnings and must be re-provided so that they are no older than three years.

Where ACCC safety standards or other mandatory Australian standards apply, product conformance testing must be conducted by an independent National Association of Testing Authority (NATA) accredited testing body or other body acceptable to Bunnings).

Bunnings also reserves the right to request additional 3rd Party evidence of product quality in the event of an investigation which may warrant independent verification of manufacturer performance claims.

Electrical, Gas, Plumbing and Building Product related compliance standards:

Suppliers of all regulated product such as electrical, chemical, gas, plumbing or building products are required to ensure that all products are labelled, registered and otherwise perform in accordance with all applicable regulatory requirements, and must actively monitor pending changes in legislation or standards and ensure that any relevant changes are phased into production within regulated timeframes.

Suppliers are required to maintain current Product registrations in accordance with any mandatory licensing and registration requirements. These include (but are not limited to) licensing, registration and labelling requirements under:

- WaterMark Certification Scheme
- Water Efficiency Labelling and Standards (WELS)
- Electrical Equipment Safety System (EESS)
- Greenhouse and Energy Minimum Standards (GEMS)
- Gas appliance certification scheme

Suppliers of any products that are subject to mandatory labelling or product information requirements (e.g. the above listed schemes, non-conforming building products legislation or ACCC Mandatory Standards) must ensure that all products are supplied in accordance with those requirements.

For suppliers of these regulated products, the supplier must hold a current ISO9001 or equivalent third-party Quality Management System (QMS) accreditation. Evidence of QMS certification for all factories to be provided to Bunnings.

The additional requirements may include, (but are not limited to) are:

- All new factories or factories who supply that specific product for the first time may be subject to a 3rd party factory capacity assessment.
- Verification of factory QMS and product certification must be provided prior to confirmation of orders.
- All factories and agents will be required to continue with their own QA/QC processes and inspection according to ISO9001.
- Bunnings may request an additional 3rd party final random inspection (FRI) prior to acceptance of the order for shipment.

If this is required, Bunnings will confirm an authorised 3rd party inspection company to contact and arrange the necessary site assessments to the schedule according to your production timeframes.

Batch Marking and Design

An appropriate batch marking process is required for products to ensure traceability of product integrity or product problems in the supply chain.

Any design specification or component changes must be declared to Bunnings prior to implementation. Such changes may require retesting of any applicable certification or standards.

For new products that may pose a greater safety risk to the intended user, a product safety risk assessment (refer to ISO/AS/NZ 3813 consumer product safety standard for guidance), should be undertaken to ensure those risks are identified, including reasonably foreseeable misuse. Identified risks must be appropriately managed by design, warnings and instructions that accompany the product.

This process must be documented into a quality assurance process flow and product risk assessment provided to Bunnings on request.

Chemical Product Compliance Standards:

Different types of chemicals and chemical products are subject to different regulatory requirements and these requirements are often administered by different government agencies. All chemical based product Suppliers must:

- Ensure their products' chemical composition, packaging, labelling, safety data sheet, registration and performance meets all of these requirements.
- Actively monitor pending changes in legislation or standards.
- Phase in all relevant changes into production within regulated timeframes.

Suppliers are required, but not limited to, maintain current chemical product compliance to the following regulated categories:

- Industrial chemicals, including ingredients in products for domestic use, are regulated by the Australian Industrial Chemicals Introduction Scheme (AICIS)
- Agricultural and veterinary (agvet) chemicals e.g. pesticides and veterinary medicines are regulated by the Australian Pesticides and Veterinary Medicines Authority (APVMA).
- Therapeutic products, including hand sanitisers, are regulated by the Therapeutic Goods Administration (TGA).

- Cosmetic products' ingredients are assessed through AICIS, but cosmetic products are regulated by the Australian Competition and Consumer Commission (ACCC).
- Food ingredients, including additives, colourings, contaminants and vitamins, are regulated by Food Standards Australia New Zealand (FSANZ).
- Industrial Chemicals Environmental Management Standard (IChEMS) (Hazardous Substances and New Organisms Act 1996 (HSNO Act) in NZ – enforced by the Environmental Protection Authority (EPA)) that manages industrial chemicals with persistent environmental impacts such as Persistent Organic Pollutants (POPs) and Per- and Polyfluoroalkyl Substances (PFAS).
- Model Work Health & Safety Act and Regulations, administered by Safe Work Australian and State/Territory agencies. Includes requirements for the Globally Harmonized System of Classification and Labelling of Chemicals (GHS) and Safety Data Sheets (SDS).
- Registered (if applicable) with the Poisons Information Hotline,
- Labelled and packaged according to trade measurement requirements for pre-packaged articles,
- Labelled and packaged according to internationally recognised labelling and packaging requirements for the transport of Dangerous Goods, also specified in the Australian Dangerous Goods Code (ADG), International Maritime Dangerous Goods Code and the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air.

Suppliers must review and update their SDS at least every five years to ensure currency and must provide their updated version to Bunnings' Merchandise Compliance in an electronic format before the date of expiry.

Suppliers of hazardous chemicals must also ensure that their products' SDS are publicly accessible online. Should their SDS be featured on the Bunnings website, Suppliers are responsible for maintaining its currency. Suppliers of chemical based products with a 'best before' or 'use-by' date must ensure that these dates have not expired or are about to expire when the product is delivered to Bunnings.

Non-Conformance

Suppliers must, within 48 hours, report to Bunnings any non-compliance or safety issue regarding a product of which the supplier becomes aware. This includes customer complaints or concerns regarding the safety of a product that are received directly by the Supplier.

Further, where any ACCC mandatory reportable serious injury becomes known by the Supplier, it must be reported to Bunnings within 48 hours. Where the Supplier reports an injury directly to the ACCC, the Supplier must also report it directly to Bunnings at the same time.

Product Packaging Requirements

Bunnings as a subsidiary of Wesfarmers, which is a signatory to the Australia Packaging Covenant (APC), is committed to ensuring good packaging design delivers on safety, integrity and fitness for purpose.

Bunnings expect Suppliers of pre-packaged products, to develop action plans in accordance with APC standards, to ensure product packaging design is optimised to meet the above objectives and to also minimise environmental impact and the use of non-recyclable materials.

The Australian Consumer Law requires that specific wording be included on packaging of products which are offered with a Supplier's or manufacturer's warranty or guarantee. Suppliers should obtain their own legal advice, but warranties/guarantees must also include these words:

"Our Goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Goods repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a major failure."

All Suppliers need to obtain the Buyer's approval to revise packaging or product guarantee wording.

Consumer Guarantees and Product Returns

- The automatic (statutory) consumer guarantees include warranties that the product is of acceptable quality, fit for purpose and free of defects, and that its description is correct.
- Where the fault is major, consumers will have a right to choose a refund or replacement. Bunnings' view is that if a product is defective or not fit for purpose, then it has a major fault and therefore the customer is entitled to a refund or replacement. This includes where the product has failed earlier than it could be reasonably expected to last. Suppliers must give Bunnings a credit in these circumstances.
- If the customer incurs foreseeable damage because of the product's failure to meet the statutory guarantees, Bunnings is required to reimburse the customer.
- Therefore, there may be no "repair only" warranties (except for minor faults).
- Replacement products carry the same statutory warranties as the original product.
- Repairs must be completed within a reasonable period of time (Bunnings regards this to be 14 days from when the customer returned the product).
- If there is any credit/refund, replacement or payment requested to be provided to a customer due to a product failing to meet a statutory guarantee, Suppliers must reimburse Bunnings in these circumstances.