

**“This policy forms part of, and must be read with, Bunnings’ Supplier Trading Terms”**

**Bunnings Product Safety, Quality Assurance, Product Packaging Requirements and Timber Policy**

**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 of any products that are subject to mandatory labelling or product information requirements (e.g. the non-conforming building products legislation) must ensure that all products are supplied in accordance with those requirements.

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

**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

**Chemical Product Compliance Standards:**

All chemical based product Suppliers must provide a Safety Data Sheet (SDS) that complies with local jurisdictional and GHS requirements and therefore include local emergency contact details.

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.

Suppliers must also ensure that their product and packaging meets the Hazardous Substances and New Organisms Act 1996 (HSNO Act) – 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).

**Product Packaging Requirements**

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.

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.

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).

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.

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.

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Bunnings as a subsidiary of Wesfarmers, who are 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 statutory guarantee, Suppliers must reimburse Bunnings in these circumstances.

### **Raw Materials Program**

It is a requirement that all suppliers who supply Products to Bunnings containing the above raw material types (includes component and composite product), complete and return Bunnings raw material survey annually. The survey requires suppliers to disclose details about the raw materials used in their products, including their operations, raw commodity type, country of harvest and or origin of raw material and relevant certifications and/or audits.

### **Bunnings Timber Program**

It is a requirement of Bunnings Responsible Timber Sourcing Policy that all suppliers who supply Products to Bunnings containing wood and paper (includes component and composite product), complete and return the Bunnings Timber & Wood Fibre Product Survey annually. For suppliers of imported native tropical hardwood and natural forest hardwood products, the Survey must be completed prior to first supply.

The Bunnings Timber & Wood Fibre Product Survey requires Suppliers to disclose details about the timber used in their products, including species, country of harvest and certification. A copy of the current version of the Bunnings Wood Product Survey is available from <http://www.bunnings.com.au/about-us/for-our-suppliers> or from the Bunnings Ethical Sourcing Manager.

Third party certification demonstrating responsible sourcing (i.e. FSC® and PEFC) are required for tropical hardwoods, imported non-tropical hardwoods and by end of 2020 all timbers from natural forests. Lower risk timber products, such as those sourced from plantations, must at minimum be able to demonstrate documented legal origins, though certified responsibly sourced is preferred.