

## Service Level Agreement (SLA) FOOD (Supermarkets)

Between

**Manor AG**, (CHE-105.901.193) Rebgasse 34, 4058 Basel (hereinafter: "**MANOR**") and the business partner (hereinafter: "**the supplier**").

This SLA is subject to the conditions agreed on the basis of the framework contract.

### 1. Objective

This Service Level Agreement (hereinafter "SLA") specifies the supplier's services to Manor logistics in terms of service and quality. The SLA regulates all logistical requirements for deliveries to the Food Distribution Centers (DCs). Other existing and contractual guidelines remain unaffected; this SLA is regarded as a supplementary specification. In the event of complaints concerning the services listed below, Manor reserves the right to issue reminders and, where applicable, financial penalties.

### 2. Services

#### 2.1 General requirements and logistical conditions

- The principle: 1 order - 1 delivery - 1 invoice, applies. No delivery can be accepted without an order. Each invoice issued must correspond to one order; it is not possible to group several orders together on one invoice.
- All logistics guidelines are published on the website [www.manor.ch/Suppliers](http://www.manor.ch/Suppliers) and must be complied with or financial penalties will apply.

#### 2.2 Control of goods and delivery quality at the DC

- The goods are checked at the Distribution Center, except for CD1 deliveries. Manor must report any complaints within 48 hours.
- On receipt, Manor carries out checks on items, quantity, quality, BBD and temperature. Transport and sales units and accompanying documents are also checked for accuracy and completeness.
- In the event of a product recall or withdrawal by the supplier following a quality concern:
  - The supplier must collect its products within a reasonable and consistent period of time. However, if Manor incurs additional storage costs, these will be invoiced to the supplier.
  - The supplier undertakes to bear all costs associated with the destruction of the products.
  - The supplier undertakes to reimburse the full purchase price of the withdrawn products and/or to replace the withdrawn products free of charge.
- The quality compliance document for suppliers/producers, in which the supplier undertakes to comply with the Swiss law on foodstuffs and the hygiene ordinance, is authoritative. This document is available at: [www.manor.ch/Suppliers](http://www.manor.ch/Suppliers)

### 3 Communication and availability

The supplier shall ensure that Manor has a contact person who is able to make decisions from Monday to Friday between 08:00 and 17:00. Exceptions to this rule are public holidays throughout Switzerland.

- Manor Supply Chain can also be contacted at [hotline.riv@manor.ch](mailto:hotline.riv@manor.ch).
- The contacts for the delivery centres are as follows:
  - DC Bussigny : For fresh products : [fd-fg.riv@manor.ch](mailto:fd-fg.riv@manor.ch)
  - DC Rickenbach : [we.riv@manor.ch](mailto:we.riv@manor.ch)

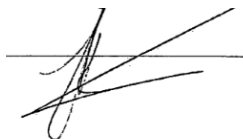
### 4 Financial penalties

Manor reserves the right to impose penalties for breaches of the above rules and will inform the supplier accordingly. The table below lists the possible breaches and penalties applied in addition to those set out in the General Purchasing Conditions (GPC) and Logistics Guidelines published on [www.manor.ch/Suppliers](http://www.manor.ch/Suppliers).

Default	Financial penalties
<b>1. General requirements</b> a) Delivery without order. b) Non-compliance with BBD deadlines.	a) There is a fixed charge of CHF 50 per order. b) Up to 20% of the value of the goods, if the goods are not returned. 100% of the value of the goods if all the goods are returned to the supplier.
<b>2. Packaging and Quality (QM Team)</b> a) The supplier does not carry out the necessary analyses on the products delivered to Manor. b) Labels are not written in accordance with Swiss food law. c) The supplier does not immediately notify Manor of any changes in raw material(s), recipe(s) and/or manufacturing process(es) when this has an impact on the declaration. d) The supplier does not inform the Product Manager in the event of a quality problem (withdrawal or recall) or the information transmitted is not correct. e) The packaging used does not comply with current Swiss and/or European legislation.	a) Coverage of the costs of analyses carried out by an external laboratory. b) Fixed amount of CHF 200 per non-compliant label. c) A fixed fee of CHF 100 per undeclared change. d) Fixed amount of CHF 100 per case. e) Coverage of the cost of analyses and a fixed amount of CHF 200 per case.
<b>3. Control of goods and quality on delivery to the DC</b> a) Difference between quantity delivered and quantity ordered. b) Non-conforming quality	a+b) 20% of the purchase price of the missing or substandard goods

Basel, [date]

**Manor AG**



Gil Bolens VZ Food Director



Simon Michel Head of Supplier Management

[place] [date]

[supplier]

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