



SPANCAN (1999) Corporation Supplier Buying Agreement

596 Kingston Road W, Suite 100.

Ajax, Ontario L1T 3A2

Tel: (905) 428-0700 Fax: (905) 428-0690

EMAIL: spancan@idirect.ca

Vendor Agreement #:

Product(s):

Coverage Zones: Atlantic: Quebec: Ontario: Prairies: B.C.

Date Issued:	Agreement Date:	Agreement Renewal Date:	3
Please note all agreements will stay in effect until terminated by either party in writing or renegotiated. The supplier agrees to be bound by the terms and conditions of sale as set out on page 2. The terms and conditions of sale may not be amended or altered in any way without the written approval of Spancan.			

Vendor:	This section for Spancan use only.			4
Address:	Chairperson:			
	Member Firm:			
	Chair Email:			
Contact:	Committee Code:			
Title:	Bulletin Type:	Yellow <input type="checkbox"/>	Blue <input type="checkbox"/>	Regional <input type="checkbox"/>

Toll Free Number:	Phone Number:		5
Direct Line:	Mobile/Cell:		
Admin. Fax Number	Sales Fax. Number		
Email Address:	Web Site:		

G.S.T. Registration No.: **6**

SPANCAN PAYMENT TERMS ARE 2%, 25th MONTH FOLLOWING:
 (Merchandise received on or after the 25th will be considered dated on the 1st of the following month.)

Other: **7**

PRICING: SPANCAN REQUIRES A TWO TIER PRICE STRUCTURE FOR BOTH OUR STORE DIRECT & WAREHOUSE MEMBERS. PLEASE INDICATE THE PERCENTAGE DIFFERENCE VS YOUR STANDARD DROP SHIP PRICE LIST.

Store Direct: _____% Distribution: _____% Truckload _____% Other _____%

COMMENTS: **8**

CENTRAL PAYMENT: WAREHOUSE OR WHOLESALE MEMBERS MAY NEGOTIATE CENTRAL PAYMENT ALLOWANCES DIRECT, PROVIDED THEY OFFER THIS SERVICE TO THEIR "INDEPENDENT" CUSTOMERS – WHICH ARE NOT RECOGNIZED BY SPANCAN. THE INVOICE PRICES FOR THESE NON SPANCAN CUSTOMERS MUST NOT BE SPANCAN'S SPECIAL STORE DIRECT PRICES.

BOOKING ORDER TERMS: Yes No

If Yes, please describe: **10**

OPENING (INITIAL) ORDER TERMS: Yes No

If Yes, please describe:
 Opening order dating: **11**

PRICE LISTS: Please attach your current price lists Date/Number of Current Price List: **12**

Number of Attachments: **13**



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SPANCAN (1999) CORPORATION: TERMS AND CONDITIONS OF SALE

All suppliers agree to be bound by the following Terms and Conditions of sale when executing a Spancan Supplier Buying Agreement.

There shall be no liability upon Spancan , notwithstanding the use of this agreement and sales by such suppliers to members of Spancan, or their individual members, shall be for the sole amount of the respective individual Member.

All Suppliers shall quote the relevant purchase order number on all correspondence, shipping documents, invoices and other documents.

All Suppliers shall forward promptly a bill of lading or shipping notice to the destination of the goods set out on the face of the purchase order on the same date that shipment is made.

The Supplier shall not make any increase in the price agreed without having first obtained written authority for such change, through the assigned Spancan chairperson. **NO NOTICE OF PRICE INCREASE WILL BE FORWARDED TO MEMBERS PRIOR TO RECEIPT OF APPROVAL BY THE ASSIGNED CHAIR PERSON.**

Neither Spancan nor its Member companies shall be liable to any Supplier and no liability on the Member companies to any Supplier in the event that any one or more of the herein terms is not adhered to strictly by all Suppliers or if the Supplier deviated from the terms of payment as agreed upon with Spancan.

If the Supplier is not the carrier of the goods then the name of the carrier must appear on the invoice.

The purchase order shall include all charges for packing, cartage and transportation unless specifically excluded in the Supplier Buying Agreement.

Where the supplier is to perform any work on the premises of Spancan or of the Member companies or of the Member's customers, the supplier undertakes to indemnify and save harmless Spancan and the Member companies for all damages, injury or loss resulting to them or its customer's property until the due completion of the performance of the work.

This agreement will stay in effect until renegotiated by both parties or by termination by either party in writing. The "Agreement Renewal" date listed on page one is merely a reminder for either party to review the contract.

All contracts arising out of the acceptance of Spancan's Purchase orders shall be governed by the laws of the Province of Ontario.

Vendor Approval: _____ Name: _____ DATE: ___/___/___

Chairperson Approval: _____ DATE: ___/___/___ GM Spancan _____ DATE: ___/___/___



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Vendor: _____ 14

Vendor Agreement#:

Do you Source tag for Electronic Security Systems: Yes No If Yes, attach list of products with this feature. 15

EDI capability: Yes No Which System? 16

UPC Capability all products? Yes No List exceptions on a separate sheet and attach. 17

G.S.T./H.S.T. and P.S.T. where applicable must be added to all rebates and advertising payments without exception and shown as a separate item. AGREE: Please initial: Comment: 18

Freight: Minimum order: _____ 19
Prepaid: _____
FOB point: _____
Freight allowance: _____
Comment: _____

Please note that selling prices to individual members stay firm for the duration of this agreement. Yes No Should extraordinary conditions occur in which a price change be presented, then we require 90 Days from the date of written communications to the chair, for this change to take place. Spancan reserves the right to immediately review the category line should an increase be implemented before expiry of the agreement. 20

Fill Rate: Minimum fill rate guarantee is 95% by units to be reported semi-annual by member to the Spancan office. Penalty for non-performance is the difference between the 95% standard and the actual fill rate applied against the entire purchase order on units. Paid by cheque to Member Semi-Annual. Agree Disagree Initial: _____ Comment: _____ 21

Displays: Is there a charge for displays: Yes No 22
If Yes, Describe: _____

Pallets: Is there a charge for pallets? Yes No If Yes, amounts: _____
Are pallets returned for credit? Yes No 23

DEFECTIVE ALLOWANCE: Yes No If Yes: ____% of Purchases - Paid by: Cheque FOI
Payable to SPANCAN: Monthly Quarterly Semi-Annual Year-End (Annual)
NOTE: IF THE ACTUAL RETURN PERCENTAGE EXCEEDS THE PAID DEFECTIVE ALLOWANCE. THE MEMBER RESERVES THE RIGHT TO CLAIM THE DIFFERENCE WITH PROOF AT YEAR END.
Comment: _____



SPANCAN (1999) Corporation - Supplier Volume Rebate Agreement

Vendor: _____ 1A

Vendor Agreement#:

Rebate information: ALL REBATES MUST BE PAID TO SPANCAN OFFICE, BY CHEQUE WITH CORRESPONDING BREAKDOWN OF PURCHASES BY MEMBER:

Monthly	<input type="checkbox"/>	<input type="checkbox"/> Prequalified	<input type="checkbox"/> Cheque	<input type="checkbox"/> Spancan	2A
Quarterly	<input type="checkbox"/>	<input type="checkbox"/> Prequalified	<input type="checkbox"/> Cheque	<input type="checkbox"/> Spancan	
Semi-annual	<input type="checkbox"/>	<input type="checkbox"/> Prequalified	<input type="checkbox"/> Cheque	<input type="checkbox"/> Spancan	
Year-end	<input type="checkbox"/>	<input type="checkbox"/> Prequalified	<input type="checkbox"/> Cheque	<input type="checkbox"/> Spancan	
**See 3A	<input type="checkbox"/>	<input type="checkbox"/> Plateau	<input type="checkbox"/> Cheque	<input type="checkbox"/> Spancan	

Comment(s): _____

Rebate plateau information: **Confidential** 3A All Rebates must be calculated at invoice cost including Freight and excluding taxes. 7A

Plateau	%	Plateau	%

All Rebates are to be paid as per the following schedule: 8A

MONTHLY: 15 DAY MAXIMUM
 QUARTERLY: 45 DAY MAXIMUM
 SEMI-ANNUALLY: 45 DAY MAXIMUM
 YEAR-END 60 DAY MAXIMUM

FAILURE TO PAY ALL REBATES IMMEDIATELY FOLLOWING THEIR DUE DATE WILL RESULT IN THE MEMBERS BEING INSTRUCTED TO WITHHOLD THEIR PAYABLES UNTIL SUCH TIME AS THE REBATE IS RECEIVED.

Rebate Plateau's & %'s are in addition to prequalified rebates in section 2A.

Rebate plateau note: _____ All vendors must break out purchases and rebates by member when paying rebates. If possible, please breakout by member store location. 9A

Do purchases through distributors qualify for the rebate? 4A

Yes No

If yes, how is the rebate claimed and name the distributors?

Monthly group volume reports must be sent to the Spancan office within 30 days of the following. 10A

Agree: Yes No

If no, why?

All rebates must be retroactive to dollar one. 5A

Agree: Yes No

Comment: _____

Notes: 11A

Non-Rebateable products (list) for rebate purposes. 6A

Do they contribute to volume for plateau achievement?
 Yes No



SPANCAN (1999) Corporation - Supplier Advertising Fund Agreement

Vendor:	1B				
Vendor Agreement#:					
Type:	2B				
Commitment: Comment(s):⇒ Calculated on the face of invoice pricing <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%; height: 20px;"></td> <td style="width:35%;">% of purchases</td> </tr> <tr> <td style="height: 20px;"></td> <td>Amount</td> </tr> </table>		% of purchases		Amount	3B
	% of purchases				
	Amount				
Payment method to SPANCAN					
Paid by: <input type="checkbox"/> Cheque <input type="checkbox"/> Deducted off Invoice by Vendor <input type="checkbox"/> Deducted off Payment by Member <input type="checkbox"/> Included in Terms Paid When: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi Annual <input type="checkbox"/> Year-End					
Advertising funds committed will be used in the best possible manner to generate increased sales and profits for you and the Spancan members. Regional or local Marketing Funds may be negotiated by individual members. The Spancan members, however, reserve the right to allocate funds to build traffic and promote product awareness. MEMBERS CANNOT PROCESS CLAIMS OR INVOICES FOR CO-OP.					
Rebate Co-Ordinator: _____ 6B Phone: _____ Extension: _____ Fax: _____					
Advertising Contact: _____ Phone: _____ Extension: _____ Fax: _____					
Ad Materials available (check all that apply) 7B <input type="checkbox"/> Ad slicks <input type="checkbox"/> Samples <input type="checkbox"/> CD <input type="checkbox"/> Glossy photos <input type="checkbox"/> Line art					
General Notes: 8B					