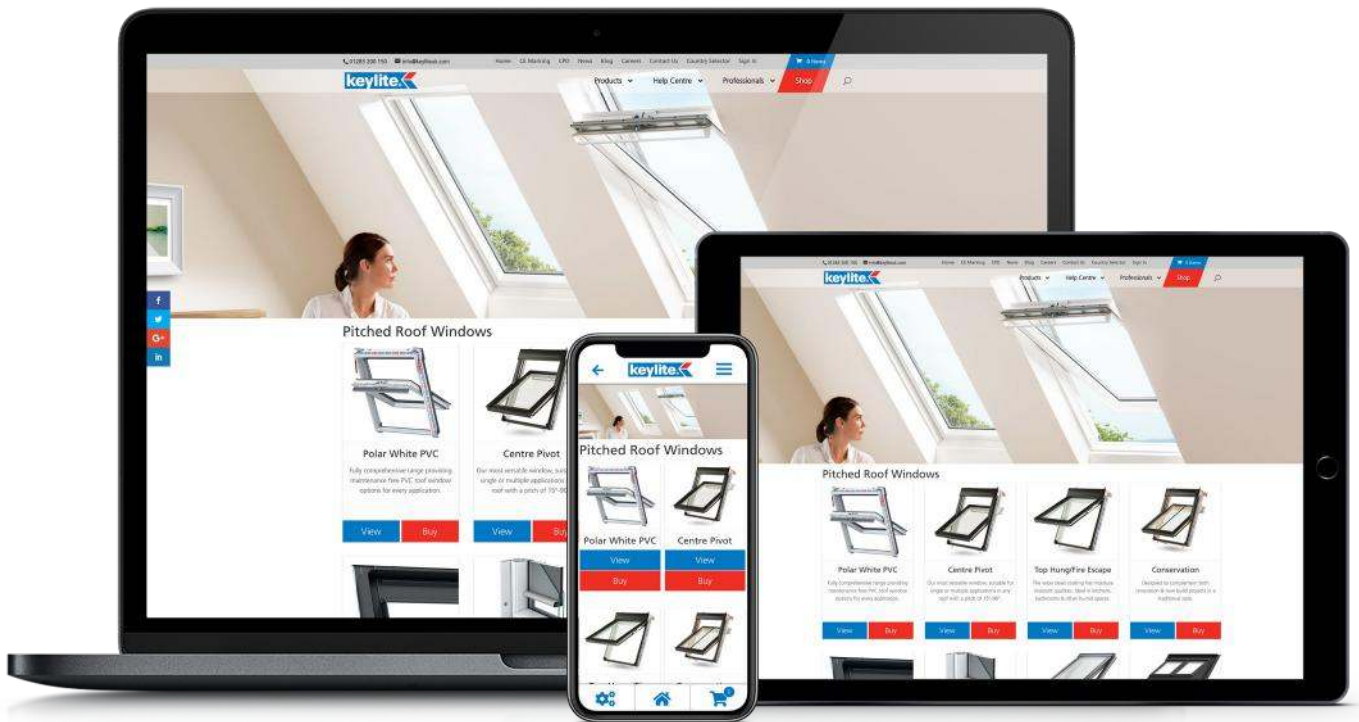


# Online Merchant Partnership

## Operations Manual

UK





# Welcome

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## **Keylite Online Merchant Partner**

Keylite is 100% dedicated to selling through builders merchants and introduced this concept for online merchant partnership between a manufacturer and merchant in the field of online sales 5 years ago.

Now, acting on your feedback, we have simplified the process even further to facilitate a truly hassle free experience. No admin, no distribution, just a commission credit note each month for any online sales we have generated on your behalf.

This manual has been created to help you operate smoothly as a Keylite Online Partner.

## **Section 1** **Basics**

## **Section 2** **Becoming an Online Merchant Partner**

## **Section 3** **Terms and Conditions**

SECTION ONE

# Basics

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## What is the Keylite Online Merchant Partnership?

The Keylite Online Merchant Partnership is a unique initiative designed to generate new business for Keylite merchants.

The system is 100% focused on the merchant and aims to facilitate online consumers for roof windows and loft ladders in a way which will generate profit for participating Keylite merchants in a hassle free manner.

## What type of customers will the platform target?

Typical online customers are private individuals looking for good value online for their self build and building projects.

As trends move towards “labour only” rates for trades people, it has pushed consumers online in search of deals for roof windows and other building materials.

## Who are we competing against?

There are currently a number of specialists selling roof windows online. The pricing model of the Keylite Online Merchant Partnership has been set at a level to compete with other online sellers.

Keylite’s Online offer:

- Keylite online prices up to 30% off List
- Delivery is free for all orders over £200

## What’s new?

- A new hassle free way to bring in additional revenue
- Payment to merchant by way of a fixed commission rate per sale
- No POs required
- Merchant liability removed
- Branch administration removed - supplying, picking and delivering all taken care of by Keylite

## What’s the same?

- Keylite generating sales commission on behalf of our merchant partners
- Introducing customers to their local merchant
- Keylite committing large financial investment each month on Google adwords to attract online sales
- Keylite delivering to customers
- Commission raised to merchant partners on all online sales

## SECTION TWO

# Becoming an Online Merchant Partner

## What range is on offer to the consumer?

The full Keylite range is available to the consumer. See [keyliterateofwindows.com](http://keyliterateofwindows.com) to explore the full product range.

## What range does a merchant need to stock to qualify?

To be eligible to become a Keylite Online Merchant Partner, a minimum stock profile must be held as follows:

Standard Range	Minimum Stock Quantity
WFCP 01 T White Finish Pine Centre Pivot 550mm X 780mm Thermal	3
WFCP 02 T White Finish Pine Centre Pivot 550mm X 980mm Thermal	2
WFCP 04 T White Finish Pine Centre Pivot 780mm X 980mm Thermal	5
WFCP 05 T White Finish Pine Centre Pivot 780mm X 1180mm Thermal	2
WFCP 08 T White Finish Pine Centre Pivot 1140mm X 1180mm Thermal	2
KYL Keylite Loft Ladder	8

Stocking of corresponding flashings also required – mix of tile and slate available.

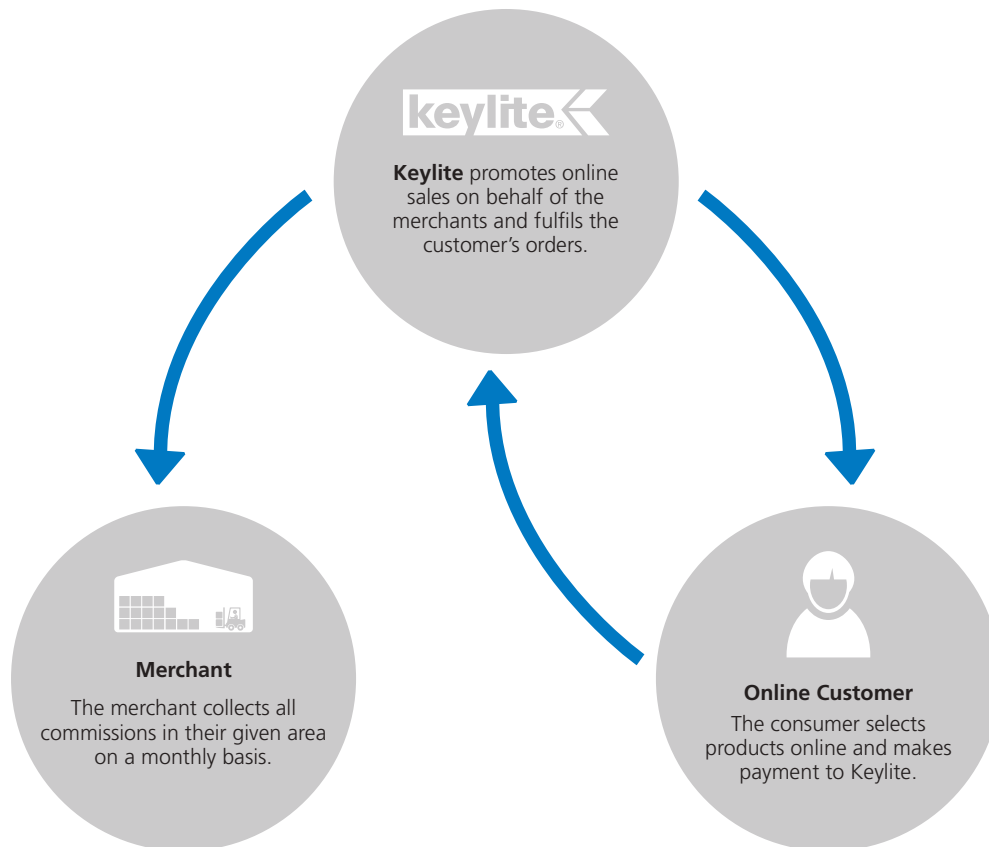


## Internal Merchant Contacts

It is a requirement that the merchant appoints two internal branch contacts to receive emails regarding commission.

## In the interest of simplicity, Keylite has now refined the Online Merchant Partnership.

- The online customer places an order on the Keylite website.
- The closest merchant to the postcode entered by the online customer will receive an order confirmation.
- Keylite picks and delivers the products from our Midlands warehouse directly to the online customer's home address.
- The merchant receives commission on all online sales on a monthly basis.



### Who invoices the customer?

Keylite will handle all transactions and the online customer pays Keylite directly via the online sale. No invoices are required from the merchant.

### How will the merchant receive commission for these online orders?

A fixed commission credit note will be raised to the value of **10%** of all online sales. Commission is based on the ex-VAT product value and excludes any delivery charge to the online customer. Commission will be raised via credit note to be issued within 30 days of month end.

### How will the merchant keep track of online sales?

The Keylite Online Merchant Partnership e-commerce platform will instantly generate a copy of the order confirmation for the participating Online Merchant Partner. The order confirmation can be used to reconcile the monthly commission credit notes.

Order cancellations and returns will also be sent to the Online Merchant Partner for reconciliation purposes. In addition to an order confirmation, the merchant will receive a statement at month end.



# Home Delivery

3-5 WORKING DAYS AFTER ORDER



Online customer places order with Keylite online.



The closest merchant to the postcode entered by the online customer will receive an order confirmation.



Merchant receives instant copy of order confirmation (for reconciliation purposes).



Keylite picks and delivers the order to the online customer – home delivery or direct to site.




Keylite raises a credit note for the commission to the value of 10% on monthly online sales within 30 days of month end.

**Order cancellations and returns will be notified to the merchant.**

Wheeler Gardens, London N1 0UN, UK

<p><b>1</b> Buildbase - Highgate</p> <p>40 Muswell Hill Road, Highgate N6 5UN Greater London</p> <p><b>3.16 Miles Away</b> You are within delivery radius of this merchant. <a href="#">Get Directions</a></p>	<p><b>2</b> Buildbase - Bow</p> <p>Dace Road, Bow E3 2NQ Greater London</p> <p><b>4.23 Miles Away</b> You are within delivery radius of this merchant. <a href="#">Get Directions</a></p>
<p><b>3</b> Buildbase - Leyton</p> <p>Golden Business Park, Orient Way E10 7FE Greater London</p> <p><b>4.4 Miles Away</b> You are within delivery radius of this merchant. <a href="#">Get Directions</a></p>	<p><b>4</b> Buildbase - Peckham</p> <p>1 - 13 Blackpool Road, Peckham SE15 3SU Greater London</p> <p><b>5.35 Miles Away</b> You are within delivery radius of this merchant. <a href="#">Get Directions</a></p>

# Example Order Confirmation - Merchant Copy

	<b>FOR RECONCILIATION PURPOSES ONLY</b>						
<h2 style="margin: 0;">KEYLITE ROOF WINDOWS ORDER</h2> <h3 style="margin: 0;">Order #KEY18082370</h3>							
<p>Hi <b>Murdocks Builders Merchants - Dungannon</b>,          You have received a new order from Keylite Roof Windows at 2018/08/23 03:07pm.          Keylite will deliver the contents of this order on behalf of you.</p>							
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Product</th> <th style="text-align: center;">Quantity</th> <th style="text-align: right;">Total (ex. VAT)</th> </tr> </thead> <tbody> <tr> <td>Top Hung/Fire Escape - 03 - 660x1180mm <i>SKU: TH03T</i></td> <td style="text-align: center;">1</td> <td style="text-align: right;">£0.00</td> </tr> </tbody> </table>	Product	Quantity	Total (ex. VAT)	Top Hung/Fire Escape - 03 - 660x1180mm <i>SKU: TH03T</i>	1	£0.00	
Product	Quantity	Total (ex. VAT)					
Top Hung/Fire Escape - 03 - 660x1180mm <i>SKU: TH03T</i>	1	£0.00					
<p><b>Order Type:</b> Delivery</p>							
<p><b>Total (ex. VAT):</b> £0.00</p>							
<p><b>Order Total (inc. VAT):</b> £15.00 (inc. £0.00 VAT)</p>							
<p><b>Customer Details</b></p>	<p><b>Keylite Contact Details</b></p>						
<p><i>Gareth Greenaway          Cookstown          Tel: 028 86 758921</i></p>	<p><b>UK</b>          Tel: 01283 200 150          Email: sales@keyliteuk.com</p>						
	<p><b>NI/ROI</b>          Tel: 028 86 758921          Email: sales@keylite.co.uk</p>						
<hr/> <p><b>More information:</b>  <a href="#">Terms &amp; Conditions</a>   <a href="#">Privacy Policy</a>   <a href="#">Delivery &amp; Returns</a>  <i>Email not showing correctly? Get in touch with us</i></p>							



# Example Order Confirmation - Customer Copy



## KEYLITE ROOF WINDOWS ORDER Order #KEY18082371

Hi Gareth,  
We have received your order on 2018/08/23 - 03:37pm.

### Order #KEY18082371 (23/08/2018)

Product	Quantity	Price
Centre Pivot - 01 - 550x780mm	1	£195.72
<b>Subtotal:</b>		£195.72
<b>Shipping:</b>		£15.00 via Delivery
<b>Payment method:</b>		Cheque payments
<b>Total:</b>		£210.72 (includes £32.62 Tax)

#### Billing address

Gareth Greenaway  
Keylite Roof Windows  
Sandholes Road  
Cookstown  
Tyrone  
BT80 9LU  
028 86 758921

[Gareth.Greenaway@keylite.co.uk](mailto:Gareth.Greenaway@keylite.co.uk)

#### Shipping address

Gareth Greenaway  
Keylite Roof Windows  
Sandholes Road  
Cookstown  
Tyrone  
BT80 9LU

#### In Association With Your Local Builders Merchant:

**Murdocks Builders Merchants - Dungannon**

Email: [branch.manager@murdocs.co.uk](mailto:branch.manager@murdocs.co.uk)  
Tel: 028 8772 2760  
Twitter: @murdocs\_dungannon

#### Keylite Contact Details

**UK**

Tel: 01283 200 150  
Email: [sales@keyliteuk.com](mailto:sales@keyliteuk.com)

**NI/ROI**

Tel: 028 86 758921  
Email: [sales@keylite.co.uk](mailto:sales@keylite.co.uk)

[More Information:](#)

[Terms & Conditions](#) | [Privacy Policy](#) | [Delivery & Returns](#)

## SECTION THREE

# Terms and Conditions

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The below terms and conditions apply to consumers when they place orders online.

## Terms & Conditions

Please read the terms and conditions of this agreement carefully as, together with our privacy and cookie policies, it governs your relationship with Keylite Roof Windows Limited (the "Company", "we" or "us") and you (the "individual") and limits the liability of us to you.

By clicking "I accept" at the end of this screen and accessing the Site you are agreeing to these terms applying to the relationship between you and us. References to "you" and "your" are to you as an individual. If you use the Site or purchase goods in the course of your business, you are also agreeing to these terms on behalf of that business and references to "you" and "your" include your business.

Please refer to our Privacy Policy and Cookie Policy for details of how we look after your Personal Data and which form part of these terms and conditions. Please take time to read our Privacy and Cookie Policies as they include important terms which apply to you.

Keylite's ecommerce model operates in association with local Builders' Merchants, and by accepting these terms, you are agreeing to be contacted by your local merchant regarding building supplies.

## 1. Price & Payment

### 1.1

We must receive payment of the whole of the price for the goods that you order before your order can be accepted. Once payment has been received by us, we will confirm that your order has been accepted by sending an email to you at the email address you provide in your order. The acceptance of your order brings into existence a legally binding contract for the sale and purchase of the goods ordered between you and us.

### 1.2

The prices payable for goods that you order are as set out on the Site and are inclusive of any applicable VAT and any delivery charges notified to you at the time of ordering.

### 1.3

You shall make all payments due without any deduction whether by way of set off counterclaim, discount abatement or otherwise.

## 2. Right To Cancel Your Contract>Returns

### 2.1

You may cancel your contract at any time up to the end of the 14th working day from the date you receive the ordered goods. Subject to the provisions of this clause, you do not need to give any reason for cancelling your contract. To cancel your contract you must notify us in writing.

### 2.2

If you have received the goods before you cancel your contract then you must notify us in writing. On receipt of your notification, we shall issue you with (a) Returns label(s) to apply to the package(s). You must then either send the goods back to us unopened and undamaged as soon as possible by secure carrier and by signed delivery or contact us and we can arrange a collection for you, in each case at your own risk and cost. You must return the goods or facilitate our collection of the goods within 14 days of your notification to us of your order cancellation. Where we arrange to collect the goods for you we will charge a minimum fee of £25.00 plus VAT, a minimum of £40.00 plus VAT where items are to be collected on pallets. Note that these are minimum collection fees and may be subject to increase depending on location of collection.

**2.3**

For Trade Customers, where you exercise your right to cancel under clause 2.1 a restocking charge of 25% of the invoice value of the cancelled goods will be applied.

Note that this clause 2.3 does not apply where you enter into the contract as a consumer.

**2.4**

Goods must be returned in their original packaging unopened and in the same condition as when delivered to you or made available for collection by you (as applicable). All items must be returned sufficiently protected so as to avoid any damage.

**3. Delivery****3.1**

You will become the owner of the goods you have ordered when they have been delivered to you or if you wrongfully fail to take delivery at the agreed time or, if later, when payment in full for the goods and all associated costs and charges has been made. Once goods have been delivered they will be held at your own risk and we will not be liable for their loss or destruction. Where goods are to be collected risk passes at the time when the goods are made available for collection (and you have been notified of same. Notice here shall include verbal or telephone notice).

**3.2**

Any dates quoted for delivery are approximate only and we shall not be liable for any delay in delivery of same however caused. Time for delivery shall not be of the essence.

**4. Limitation Of Liability****4.1**

All warranties, conditions and other terms implied by statute or common law or otherwise are to the fullest extent permitted by law excluded from this Agreement.

**4.2**

Notwithstanding the above provisions of this clause, our liability will not be limited in the case of our fraud or for death or personal injury caused by our negligence. Nothing in this Agreement is intended to limit any rights you might have as a consumer under applicable local law (if you are contracting as a consumer) or other statutory rights that may not be excluded.

## 5. Returns For Defective Goods

### 5.1

Without prejudice to your rights under clause 2, you shall inspect the goods upon receipt and shall be deemed to have accepted same unless within 14 days of delivery or of same being made available for collection (as notified to you as set out above) (as applicable) you shall have notified us in writing of any defect, error or fault.

### 5.2

Unless there has been a dispatch error or product fault no refunds will be made in respect of carriage charges on returns.

### 5.3

Where any goods are defective and you have notified us in accordance with clause 4.1 above, we shall at our option either provide a refund of the price paid or repair the defective goods or provide replacement goods.

## 6. Notices

### 6.1

All notices shall be given to us via email at [online@keyliterateofwindows.com](mailto:online@keyliterateofwindows.com); Save as otherwise provided herein, all notices to you shall be given at either the email or postal address you provide during any ordering process.

### 6.2

Notice will be deemed received when an email is received (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or 3 days after the date of posting.

## 7. General

### 7.1

Every right or remedy of the Company under this Agreement is without prejudice to any other right or remedy of the Company whether under this Agreement or not.

### 7.2

If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, unenforceability or unreasonableness be deemed severable and the remaining provisions of the agreement and the remainder of such provision shall continue in full force and effect.

### 7.3

Failure or delay by the Company or the stockist in enforcing or partially enforcing any provision of this Agreement will not be construed as a waiver of any of their respective rights under this Agreement.

### 7.4

Any waiver by the Company of any breach of or any default under any provision of the contract by you will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of this Agreement.

### 7.5

The formation, existence, construction, performance, validity and all aspects of this Agreement shall be governed by Northern Irish law and the parties submit to the non exclusive jurisdiction of the Northern Irish courts.





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