

SUPPLY AGREEMENT - TERMS AND CONDITIONS

This Agreement is made between you, the shop (“Retailer”) and Altech Global Trade Limited (“GADJET” or “Supplier”), Company Registration No. 8245031. This AGREEMENT sets out the terms and conditions applicable to the Retailer use of the Supplier’s proprietary “Products” and Display Unit(s) and replenishing stock service.

1. PRODUCTS

- 1.1. Various lines of mobile phone accessories, electronic accessories, toys, gifts and any other products supplied by the Supplier (“Products”).
- 1.2. The Supplier, at its sole discretion may provide the Products with Display Unit(s) to showcase the Supplier’s Products.
- 1.3. The Supplier agrees to sell, and Retailer agrees to buy the “Products” in accordance with the terms and conditions of this Agreement.
- 1.4. The Supplier reserves the right to remove and/or add new line(s) of Product and/or promotional Products on the Display Unit(s) at any point in time.
- 1.5. The Supplier reserves the right to remove or replace low selling Products over time if the Products are kept unused and in their original packaging.

2. PRODUCT CARE

- 2.1. The Retailer must use, store and maintain the Products using reasonable care, including without limitation maintaining the Display Unit(s) in such a way to allow it to be easily accessible, safe, and otherwise.
- 2.2. Display Unit(s) Charges: at any time where the damage of the Display Unit(s) is in Supplier’s sole opinion a result of Retailer’s lack of care or negligence, the Supplier reserves the right to charge the Retailer for replacement of Display Unit(s) at Supplier’s then prevailing price.

3. SERVICE

- 3.1. The Retailer must only purchase Supplier’s Products via the Supplier’s online webshop portal, over the phone or with GadJet Sales Representatives.
- 3.2. The Supplier at its sole discretion may provide replenishing services with restocking visit(s) depending on each individual Retailer’s sale performance.
- 3.3. The Supplier may use their own staff or agents to provide sales and support services to the Retailer (“Sales Support Representative”)
- 3.4. On occasions where the Retailer requires restocking due to the shortage of Products before the Sales Support Representative Scheduled visit date, the Supplier may also provide the Products via 24-48 hours courier service.
- 3.5. When the products are delivered by the Sales Support Representative or by the dedicated courier service, the Retailer must check that the Products from the delivery correspond with the Delivery Note.
- 3.6. The Retailer is required to check the delivery and notify the Supplier if there is any error made within 2 working days from receiving the Products.

4. RECEIPTS

- 4.1. The Retailer should provide each customer with an official receipt (and a VAT receipt, if applicable) in respect of a Sale. The sale receipt should have the date of sale and the item total.

5. RETAILER RETURN POLICY

- 5.1. The Products are NOT supplied on a sale or return basis to the Retailer. The Products may only be replaced if found to be defective or have a manufacturing fault.
- 5.2. Clause 5.1 does not limit the Supplier to exchange or refund products at its discretion.
- 5.3. The Retailer may refund/exchange any products purchased by consumers within 30 days of the purchase on production of the receipt for any reason. As distance selling rules under Consumer Protection Act does not apply, it's the discretion of the Retailer if they wish to refund any purchases made within 30 days for cause.
- 5.4. The Retailer must report any defective product to the Supplier within 60 days from the date of the receipt of the faulty product from the consumers.
- 5.5. Any defective Product which has been returned to the Retailer by the consumers within 30 days of purchase can be exchanged/credited by the Supplier providing the original packaging and proof of purchase.
- 5.6. Any damaged item caused by improper use or wear and tear will not be accepted by the Supplier.

6. PRODUCT WARRANTIES & REPLACEMENT

- 6.1. Any defective Product can be exchanged if brought back to the Retailer within 30 days after purchase along with the Sales Receipt.
- 6.2. The Retailer must not exchange/ refund any damaged products, wear and tear, or change of mind from the customer after 30 days - instead the Retailer should direct customers to contact the Supplier directly to exercise their Warranty rights.
- 6.3. The Supplier agrees to exchange any returned items from the consumers to the Retailer if they are returned within 30 days from date of purchase and only if they are faulty.
- 6.4. The Retailer is required to advise their own consumers about the Return Policy at the time of purchase.

7. CHANGES TO OWNERSHIP OR BANK ACCOUNT DETAILS

- 7.1. The Retailer must notify the Supplier in writing prior to any change of ownership of the Retailer or any change to its bank account details, and in case of any changes as soon as practicable following such change. Failure to notify the Supplier may result in the Supplier invoicing and charging an outgoing owner(s).
- 7.2. The Retailer shall fully indemnify the Supplier and hold Supplier harmless against any losses, damages or claims made against the Supplier by the new owner(s) or otherwise incurred by the Supplier due to any failure by the Retailer to provide timely notification of a change in accordance with this clause.

8. PAYMENT

- 8.1. The Retailer agrees to the payment terms and late payment charges set out by the Supplier.
- 8.2. A monthly statement is emailed to you on the 1st working day of every month stating the amount that will be charged to your account.
- 8.3. Your Direct Debit payment is taken on or around 14th of every month.
- 8.4. The Retailer agrees to make the payment in full upon the delivery of the "Products" or the invoice due date, whichever is earlier.
- 8.5. The Retailer agrees that payments for any invoice after its due date is classed as a Late payment and may be subject to further charges ("Late Payment").
- 8.6. The Retailer agrees that there will be an admin charge of £25 for Failed/ Canceled Direct Debit payment without sufficient notice (of 7 days) and Late Payment. The retailer must ensure sufficient funds are available in their account to avoid any inconvenience and additional charges.
- 8.7. The Retailer agrees that there will be a charge of 8% daily plus the Bank of England base interest rate on any Late Payment.

9. TAXES

- 9.1. The Retailer shall be solely responsible for assessing, claiming and remitting all its applicable taxes.

10. DISPLAY OF BRANDING

- 10.1. Where the Retailer agrees to market Supplier's Products by means of flyers, stickers or other relevant advertising material, the Retailer agrees to do so in accordance with the Supplier's guidelines and instructions.
- 10.2. The Retailer is obligated to exclusively showcase only the products supplied by the Supplier on the designated display unit to maintain brand consistency and promote the supplier's products effectively.

11. TERMINATION

- 11.1. Termination by the Supplier: Without prejudice to its other rights and remedies, the Supplier may at any time terminate this Agreement immediately by giving written notice to the Retailer without further liability to the Retailer. Termination by the Retailer: The Retailer may terminate this Agreement by 30 days' prior written notice to the Supplier at any time.
- 11.2. Effect of termination: Upon termination of this Agreement in accordance with its terms, the Supplier will send the Retailer the final payment details, and any outstanding money owed by the Retailer to the Supplier (as applicable) must be paid in full immediately. All Display Unit(s) and any other materials must be returned to the Supplier upon termination of this Agreement.

12. PROPERTIES RIGHTS

- 12.1. All Product(s), Display Unit(s), Storage Unit and any additional Products provided to the Retailer in assisting sales and any marketing materials shall always remain the

property of the Supplier and nothing in this Agreement shall constitute a transfer of those property rights to the Retailer. Only the Products supplied by the Supplier may be displayed and stored on the Display Unit(s).

13. CONFIDENTIALITY

13.1. The content of this Agreement and any information concerning the other party is to be treated as confidential and shall not be disclosed during the term of this Agreement or at any time thereafter save as required by law, provided that the Supplier is entitled to use the Retailer's name as a reference.

14. NOTICES

14.1. If any notice or other communication is required or permitted to be given to the Supplier, such notice or communication shall be in writing and (a) personally delivered, (b) sent by courier service with confirmation of delivery requested, or (c) transmitted by e-mail as follows: Altech Global Trade Limited, Altech Industrial Estate, Engine Street, Oldbury, England, B69 4NL Email: admin@altechglobaltrade.com

15. INDEMNITY

15.1. The Retailer shall defend the Supplier and its directors, officers, employees and agents, affiliates and shareholders (collectively the "Supplier's Indemnified Parties") from and against any actions, suits, or proceedings brought against any of the Supplier's Indemnified Parties by a third party in respect of the services or any breach of its obligations under this Agreement (a "Claim") and shall indemnify and hold the Supplier's Indemnified Parties harmless from and against any losses, damages or claims (and all related costs) incurred by any of the Supplier's Indemnified Parties in connection with any such Claim.

16. LIMITATION OF LIABILITY

16.1. Nothing in this Agreement shall limit or exclude either party's liability for death or personal injury caused by negligence or any other liability which cannot be limited or excluded by law.

16.2. Subject to Clause 16.1, the Supplier shall not be liable to the Retailer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any damages, costs, direct or indirect losses including without limitation loss of profit, or any consequential loss suffered by the Retailer and arising out of or in connection with this Agreement.

16.3. Subject to Clauses 16.1 and 16.2, the Retailer's total liability to the Company in respect of all other losses arising under or in connection with this Agreement howsoever caused (and whether in contract, tort (including negligence), breach of statutory duty, or otherwise, and including losses caused by the Retailer's repudiatory breach or a deliberate breach of the Agreement by the Retailer, its employees, agents or subcontractors) ("Retailer's Total Liability") shall never exceed the total outstanding amount owed to the Supplier including the cost of Display Unit(s) provided by the Supplier.



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17. THIRD PARTY RIGHTS

17.1. No one other than a party to this Agreement, shall have any right to enforce any of its terms.

18. GOVERNING LAW AND JURISDICTION

18.1. This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with English law. The courts of England have exclusive jurisdiction to settle any dispute or claim arising out of this Agreement.