



**RAYWARE LIMITED'S
DISTRIBUTION QUALITY STANDARDS
AND
CRITERIA FOR INTERNET SALES
("DISTRIBUTION STANDARDS")**

Distributor:

Contact Name:

Address:.....

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Email:

Telephone:

These Distribution Standards apply to the sale of products supplied by Rayware Limited ("**the Supplier**"), which are manufactured and packed under the following brands: Viners; Mason Cash; Typhoon; Kilner; Price & Kensington; Ravenhead; Arthur Wood; and Dema (together "**the Products**").

The Supplier agrees to appoint the Distributor as its non-exclusive distributor to distribute the Products to customers in the United Kingdom ("**the Territory**") subject to the Distributor complying with these Distribution Standards at all times.

QUALITY STANDARDS

The Distributor, at all times, warrants and agrees that it will:

- (1) purchase the Products only from the Supplier, and not distribute or manufacture any goods which compete with the Products. The Supplier's terms and conditions of sale ("**Terms and Conditions**") in force from time to time shall apply to all sales by the Supplier to the Distributor under these Distribution Standards;
- (2) use best endeavours to promote the distribution and sale of the Products to customers in the Territory;
- (3) ensure that all sales of the Products (including any sales to or via third party internet sites or other distributors of the Products) shall comply with these Distribution Standards;
- (4) submit written reports upon request by the Supplier, showing details of sales (but excluding the sales prices of the Products), service stock, outstanding customer orders and orders placed by the Distributor with the Supplier that are still outstanding, and any

other information relating to the performance of its obligations under these Distribution Standards that the Supplier may reasonably require from time to time;

- (5) maintain, on its own account, an inventory of the Products at levels which are appropriate and adequate for the Distributor to meet all customer delivery requirements for the Products of customers throughout the Territory;
- (6) maintain in stock any Products that are advertised for sale at the Distributor's physical sale outlets, at levels which are appropriate and adequate for the Distributor to meet all customer delivery requirements for the Products sold to customers via such physical sale outlets;
- (7) keep all stocks of the Products which it holds in conditions appropriate for their storage, and provide appropriate security for the Products, all at its own cost;
- (8) insure at its own cost with a reputable insurance company all stocks of the Products as are held by it against all risks which would normally be insured against by a prudent businessman to at least their full replacement value and produce to the Supplier on demand full particulars of that insurance and the receipt for the then current premium;
- (9) be responsible for advertising and promoting the Products in the Territory (but the Distributor shall not use any advertising materials or promotional literature without the Supplier's prior written consent and approval);
- (10) display advertising materials and other signs provided by the Supplier, where requested by the Supplier to do so;
- (11) observe all directions and instructions given to it by the Supplier for promotion and advertisement of the Products; and
- (12) not make any written statement as to the quality or manufacture of the Products without the prior written approval of the Supplier.

TRADE MARKS

- (13) The Supplier hereby grants to the Distributor the non-exclusive right, in the Territory, to use the Supplier's registered trademarks ("**Trade Marks**") in the promotion, advertisement and sale of the Products, subject to the Distributor's compliance at all times with these Distribution Standards. The Distributor acknowledges and agrees that all rights in the Trade Marks shall remain with the Supplier, and that the Distributor has and will acquire no right in them by virtue of the discharge of its obligations as the Supplier's distributor, except for the right to use the Trade Marks as expressly provided in these Distribution Standards.
- (14) The Distributor shall market and sell the Products only under the Trade Marks, and not in association with any other trade mark, brand or trade name. The Distributor shall ensure that the appropriate Trade Marks shall appear on all Products, containers and advertisements for the Products, followed by the symbol ®, or the letters RTM, as appropriate.
- (15) All representations of the Trade Marks that the Distributor intends to use shall be submitted to the Supplier for written approval before use.

- (16) The Distributor shall comply with all rules for the use of the Trade Marks issued by the Supplier (including those set out in these Distribution Standards) and shall not, without the prior written consent of the Supplier, alter or make any addition to the labeling or packaging of the Products displaying the Trade Marks. The Distributor shall not alter, deface or remove any reference to the Trade Marks, any reference to the Supplier or any other name displayed on the Products or their packaging or labeling.
- (17) The Distributor shall not sub-license, transfer or otherwise deal with the rights of use of the Trade Marks granted under these Distribution Standards.
- (18) The Distributor shall not do, or omit to do, anything in its use of the Trade Marks that could adversely affect their validity or reputation.
- (19) The Distributor shall immediately on request enter into any further agreements with the Supplier, in a form satisfactory to the Supplier, necessary for the recording, registration or safeguarding of the Supplier's Trade Mark rights for the marketing of the Products under the Trade Marks.
- (20) The Distributor shall promptly give notice in writing to the Supplier if it becomes aware of:
 - a. any infringement or suspected infringement of the Trade Marks or any other intellectual property rights relating to the Products within the Territory; or
 - b. any claim that any Product or the manufacture, use, sale or other disposal of any Product within the Territory, whether or not under the Trade Marks, infringes the rights of any third party.
- (21) In respect of any matter that falls within paragraph (20):
 - a. the Supplier shall in its absolute discretion, decide what action to take in respect of the matter (if any);
 - b. the Supplier shall conduct and have sole control over any consequent action that it deems necessary.
- (22) The Distributor shall not use the Trade Marks as part of the name under which Distributor conducts its business, or any connected business, or under which it sells or services any products (except the Products), or in any other way, except as expressly permitted hereunder.
- (23) Upon the suspension or termination of the distribution arrangement for any reason, the Distributor will immediately stop using all or any part of the Trade Marks.

CRITERIA FOR INTERNET SALES

- (24) To the extent that the Distributor uses any website or other online application for the sale of the Products ("**Website**"), the Distributor, at all times, warrants and agrees that it will:
 - a. ensure that the relevant brand names of Products being sold via any Website are clearly visible on the home page of any such Website;

- b. only use images, videos, logos and other marketing materials that have been supplied, or approved in writing in advance, by the Supplier to advertise the Products for sale via any such Website;
- c. maintain in stock any Products that are advertised for sale via any such Website, at levels which are appropriate and adequate for the Distributor to meet all customer delivery requirements for the Products sold to customers via any such Website;
- d. not sell seconds stocks of the Products without the prior agreement in writing of the Supplier;
- e. if the Distributor uses a third party website to distribute the Products, ensure that such third party website complies with these Distribution Standards;
- f. Products supplied are not to be resold to other internet sites or other Distributors without prior approval from the Supplier. Prior written approval to retail the Supplier's Brands (Viners, Kilner, Typhoon, Mason Cash, Price & Kensington, Dema, Arthur Wood & Ravenhead) on Third Party Market places needs to be obtained in writing from the Supplier.
- g. If the Distributor uses any other trading names to distribute the Products, the distributor must provide details of such other trading names to the Supplier (to be annexed to this Agreement) and promptly update the Supplier of any changes to such trading names.

THE SUPPLIER'S TERMINATION RIGHTS

- (25) Without affecting any other rights or remedies that the Supplier may be entitled to, the Supplier may give notice in writing to the Distributor to suspend or terminate the distribution arrangement immediately if:
- a. the Distributor commits a breach of any of these Distribution Standards or any provision of the Term and Conditions and (if such breach is remediable) fails to remedy that breach within a period of 14 days of being notified in writing to do so; or
 - b. the Distributor repeatedly breaches any of the terms of these Distribution Standards in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these Distribution Standards.

To indicate your agreement with these Distribution Standards, please sign and return the enclosed duplicate copy of this document.

Signed by Anthony Endfield
for and on behalf of Rayware Limited
Director

Signed by [NAME OF DIRECTOR]
for and on behalf of [NAME OF DISTRIBUTOR]
Director

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Please disclose any other trading names you use to distribute Products purchased from The Rayware Group as mentioned in the criteria For Internet Sales, Clause 24(g).

Company Name:

Contact Name:

Other Trading Names:

1.....

2.....

3.....

4.....

5.....

The Rayware Group must be kept aware of any changes or new trading names which are used to distribute products purchased from The Rayware Group.

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Please complete the below should you wish to retail the Supplier's Brands (Viners, Kilner, Typhoon, Mason Cash, Dema, Arthur Wood, Price & Kensington & Ravenhead) on Third Party Market places.

Company Name.....

Signature.....

