

Welcome to the Waterhaul NETWORK!

Please note that placing your bulk order with us (Waterhaul Ltd) and our services (defined below) are subject to the following terms and conditions. If you do not agree with these terms and conditions, you may not open a bulk order account or place any bulk order with us on our website or directly with our B2B team.

Please carefully review these terms and conditions before signing this document or using any services exclusively made available to our bulk customers. By applying for a bulk order account, using your bulk order account or otherwise placing any bulk order on the website, you consent to the following terms and conditions.

This Bulk Order Agreement (the "Terms and Conditions" and "Terms") is a binding contract between you (the "bulk order account holder", "bulk customer" and "customer") and Waterhaul Ltd ("Waterhaul", "we" and "us") when you place your order with us. You must agree to and accept all of the Terms, or you may not use or access the services and offers at any time. The following Terms and Conditions apply to all Bulk Order Account Holders.

WHO WE WORK WITH:

It is at Waterhaul's sole discretion who we accept to become a bulk customer. Each application will be individually reviewed to ensure that the bulk customer upholds and reflects the same ethical, environmental and social values and standards as Waterhaul.

Bulk order accounts are available to any individual, group, charity, NGO, council, or business that wishes to purchase any of our products for use by themselves, their volunteers, their staff or their partners. The products they purchase from us are not to be re-sold. If you wish to sell any of our products, please contact us about setting up a stockist account instead.

If you have any questions, comments or concerns regarding these terms and conditions, please feel free to contact us at kieran@waterhaul.co.

GENERAL CONDITIONS:

1.1 – Becoming a bulk order account holder shall be subject to appropriate verification and approval by Waterhaul.

1.2 – By applying for a bulk order account, you warrant and give an undertaking that:

- You have all the power, legal capacity, and authorisation to enter this agreement with Waterhaul. If you consent to this Bulk Order Agreement on behalf of your business entity, you agree to be personally liable for any kinds of misrepresentation, infringements, violations, acts and omissions or indemnities granted to any party without proper authorisation from your organisation.

- All information submitted to Waterhaul is accurate, complete, and updated to your knowledge. If we believe or become aware at any point that you have submitted any misleading, false, or fabricated information to create an account with us, we may restrict, suspend or terminate your account in our sole discretion and without any obligations whatsoever.
- You have reviewed and consented to our Privacy Policy (see <https://waterhaul.co/policies/privacy-policy>). Please note that all your submitted information is subject to the privacy policy and practices as set forth in our Privacy Policy.
- You will take all necessary precautions to protect your login credentials and maintain a secure run-time environment of your device. You will be fully liable for all activities that may take place through your account, including but not limited to orders placed, or any derogatory, defamatory, or objectionable content shared on the website.

1.3 – We reserve the right to refuse service to anyone for any reason at any time.

1.4 – You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

1.5 – The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION:

2.1 – We are not responsible if information made available on our website (www.waterhaul.co) is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

2.2 – This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

DISTRIBUTION AND SALE:

3.1 – This agreement is for any individual, group, charity, NGO, council or business that wishes to purchase any of our products for use by themselves, their volunteers, their staff or their partners. By signing this agreement, you confirm that you will not sell any Waterhaul products that you purchase from us.

3.2 – If you wish to collaborate with business entities for using any product line made available by Waterhaul, you must ensure that these business partners strictly adhere to the same terms, conditions, and guidelines as outlined in this Bulk Order Agreement. The bulk order account of any customer who fails to enforce these terms and conditions will be terminated at our discretion.

3.3 – We do not use single-use plastic materials to pack and distribute any of our products. By signing this document, you agree to adhere to the same policy and not pack and distribute any Waterhaul product in single-use plastic packaging.

PRODUCTS AND ORDERING:

4.1 – In no case shall Waterhaul be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the services or any Waterhaul products procured using the service.

4.2 – Waterhaul reserves a right to restrict the sale of any product line to specific regions in its sole discretion and exercise this right on a case-by-case basis. Please acknowledge that any promotional offer, product line, or package size otherwise applicable to any bulk order may not be available in your region. The actual products may be slightly different from these illustrations as the colours shown on your device may differ, depending on factors like your hardware, software, colour profile, and lighting, etc.

4.3 – Once you have signed this agreement you will have created an account with us. An email will be sent to set a password to log into your bulk order account on our website platform, from which you can view our products, place orders and view previous orders. You must be a registered bulk order account holder to submit a wholesale order.

4.4 – To secure stock outside of current stock, i.e. to place a pre-order, please contact us. At our discretion, we can take your pre-order and provide an estimated delivery timeframe. However, this is not a guaranteed lead time and Waterhaul will not be liable for any issues that may result in unforeseen delays in the processing and delivery of your pre-order. Please ensure your email subject follows the format: Pre-Order Query “YOUR STORE NAME”.

BULK ORDER PRICING:

5.1 – All prices are listed in GBP unless otherwise stated. Shipping charges will be calculated separately and added to your bulk order invoice.

5.2 – Prices are subject to change without prior notice. If we find that the price of any product line is quoted incorrectly, we reserve a right to rectify such errors and omissions even if you have already placed your order. We will inform you about the correct price as soon as we can,

and you will have the option to cancel your order or proceed with your order at the rectified bulk order price.

5.3 – Our bulk order prices and price lists of products made available by Waterhaul shall be deemed as Confidential Information, to be used by bulk customers only. Publishing, revealing, or disseminating any Confidential Information disclosed to the bulk customers is strictly prohibited without prior written consent from Waterhaul.

5.4 – Any failure to maintain the confidentiality of our bulk order prices may result in termination of your bulk order account and Waterhaul may seek compensation for damages caused by your breach of confidentiality obligations.

PAYMENT:

6.1 – Waterhaul reserves a right to add or remove any payment instrument on the website at its sole discretion. After your invoice has been issued, you can pay without receiving additional fees via BACS. Alternatively, you can pay via Credit card or PayPal, however, you will be charged the relevant transaction fee to do so.

6.2 – Every order is subject to a standard 30-day payment term. Any due payments exceeding this term length will be deemed late. Bulk order account holders with late payments will accrue daily administrative costs, including but not limited to, late payment processing fees, interest on any overdue amount and debt collection fees.

DOMESTIC SHIPPING:

7.1 – Shipping charges will be calculated and added to your bulk order invoice after your order has been placed, depending on the weight and destination of your shipment. However, the packaging and handling of your purchase will be free, and you shall be paying for the shipping service only.

7.2 – If you require priority shipping, Waterhaul can upgrade the delivery speed of the shipping service for an additional fee at their discretion. This fee will include the additional shipping costs as well as the administrative cost of prioritizing your order above others, and will be added to the regular shipping charges applied to your bulk order invoice. If ordering for a specific event or deadline, please see **DELIVERY** section.

7.3 - We cannot ship to PO boxes within the UK through our courier partners. If you require shipment to a PO box, you will have to arrange the collection of your parcel from our premises via an alternative courier. Please contact us to find out more.

INTERNATIONAL SHIPPING:

8.1 – All customers shall be solely liable to ensure that they can import any product line to their shipping destination without violating any laws, conditions, restrictions, or guidelines that may be applicable for importing products to such any region or country. All orders are subject to customs clearance and duties from the UK to your country destination.

8.2 – The bulk order account holders shall be solely liable for paying customs duties and taxes that may be applicable to their order. Waterhaul shall not be liable for any confiscated packages due to unpaid customs, failure to provide necessary documents or any violation of import restrictions or guidelines that may be applicable to your bulk order.

8.3 – Waterhaul will book this shipment and attach the commercial invoices detailing the relevant HS tariff codes, cost of goods sold and contents description applicable to the order. We will ship to the shipping address provided by the bulk order account holder. Once dispatched, Waterhaul will not be liable for any lost, delayed or undelivered packages. It will be the responsibility of the bulk order account holder to conduct due diligence on the relevant customs procedures and advise us on any special or additional documentation required for importing the goods into their country.

8.4 – Although there are some exceptions, we generally cannot ship internationally to PO boxes through our courier partners, however the option does vary between nations. If you require shipment to a PO box, you may have to arrange the collection of your parcel from our premises via an alternative courier. Please contact us to find out more.

DELIVERY:

9.1 – We aim to dispatch all orders within five working days of being submitted. Weekends and bank holidays are not considered as working days and we may take longer to process your order over these periods.

9.2 – We may need more time to process larger consignments and international orders if the order is larger than usual. In this case, we will contact you and notify the estimated turn-around time of your order.

9.3 – If you place an order and your shipping address is not verified, your order may be on hold until our team reaches out to you to verify the address. All addresses must be entered correctly at the time an order is placed to avoid delays.

9.4 – Any processing or turn-around time mentioned thereof is based on estimates, and we do not guarantee that your bulk orders will be processed or delivered within the specified schedule. By placing an order, you agree that we shall not be liable for any delays due to force majeure events, including any non-performance by third-party service providers e.g. ParcelForce.

9.5 – If you are not available when delivery is attempted, we and/or the courier will contact you to reschedule your delivery. If we are unable to reach you and all such re-delivery attempts have

failed, you will be liable to pay an additional postage fee as set forth in the **RETURNS AND REFUNDS** section.

9.6 – If the stock is being ordered for a specific event or deadline, it is the bulk order account holders' responsibility to identify the deadline for dispatch, based on our shipping estimates, and ensure the order is placed in sufficient time. Waterhaul is not liable for delayed deliveries and is not held responsible should the stock not arrive in time for the event or deadline in question.

RETURNS AND REFUNDS:

10.1 – Unless an item received is faulty, all bulk orders are non-refundable. We thoroughly inspect every item of your consignment before shipping it, but if you find that wrong, faulty, defective, damaged, or inconsistent products have been delivered, you can contact our team immediately. Please inspect all shipments immediately upon arrival and contact Waterhaul within five days of receipt of damaged or defective packages requesting a return.

10.2 – Once we receive your return, the items will be inspected for damage, defects, or inconsistencies mentioned in your return request. It shall be your responsibility to provide conclusive proof that you received a wrong, faulty, defective, damaged, or inconsistent product and that the damage was not inflicted by the actions of you or any volunteers or partners you work with. If we approve your claim, a replacement(s) will be shipped without charging any additional expenses (Domestic retailers only).

10.3 – If you return an order without return authorisation for a replacement or refund, you will not be granted a replacement or refund for the goods received.

10.4 – Please acknowledge that items damaged after delivery due to improper handling, misuse, or an accident, as determined by Waterhaul, will not be accepted.

PRODUCT WARRANTY:

11.1 – We firmly advocate an extended producer responsibility model with our products and offer a lifetime warranty on all of our eyewear frames. Customers can return their sunglasses or eyewear frames to us and we will repair or replace the frame free of charge. The customer is responsible for covering the costs of shipping. By signing this agreement, you agree to enact and promote our lifetime frame warranty within your organisation and to your partners.

11.2 – Waterhaul does not provide any warranty for any product other than its eyewear ranges. We do, however, encourage customers to return any faulty or damaged items to us, rather than disposing of them through usual waste management systems, so that we can recover, re-use and recycle as much material as possible, to avoid items ending up in landfill.

11.3 – You also agree that Waterhaul shall not be liable for any misrepresentation or misuse of its products by you and indemnify Waterhaul from actions and proceedings that may emanate from such misrepresentation or misuse.

COPYRIGHTS AND BRAND ASSETS:

12.1 – Waterhaul may provide product images and other brand assets that you request for your activity or event promotion. Please acknowledge that all promotional and marketing materials depicting our products, including but not limited to blog articles, images, illustrations, social media posts and audio-visual media are fully protected by copyrights, owned and controlled by Waterhaul or the respective providers.

12.2 – No material from our website (www.waterhaul.co) or any website owned, operated, licensed, or controlled by Waterhaul may be copied, posted, published, reproduced, republished, transmitted, or distributed without prior written consent from Waterhaul. Using any of our copyrighted material or brand assets by customers without giving proper credit to Waterhaul is strictly prohibited.

12.3 – Unless you have received prior written consent from Waterhaul, it is strictly prohibited to rename our products for the purposes using them within your organisation or for any of your activities or events. Waterhaul products must be clearly communicated as being produced by Waterhaul and not by you, the bulk order account holder.

12.4 – Waterhaul reserves the right to decline any requests for dual marketing or competitions.

USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS:

13.1 – If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

13.2 – We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms.

13.3 – You agree that your comments will not violate any right of any third party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website.

13.4 – You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third party.

CO-BRANDING:

14.1 – Co-branding opportunities are subject to MOQs as set out by Waterhaul. Requests for co-branding will be reviewed by Waterhaul and it is down to our full discretion what requests will be accepted. All terms and conditions as outlined in this agreement apply to any customer purchasing co-branded products from us.

EXCLUSIVITY:

15.1 – Waterhaul retains the right to decline any request for exclusivity to any bulk order customers. We aim to work with a wide range of businesses, organisations and groups to increase the demand for our products, which ultimately increases the demand for the plastic we recover from the environment, allowing us to scale up our impact. If you wish to discuss this matter or have any questions, please contact kieran@waterhaul.co. Please ensure your email subject follows the format: Exclusivity Query for “YOUR STORE NAME”.

CHANGES AND UPDATES:

16.1 – Waterhaul reserves a right to modify or replace these terms and conditions to accommodate any changes in its business or as required by law. However, if these terms and conditions are substantially modified, we will publish the update by sending an email notification to your registered email address.

16.2 – Once published and notified, the modified Bulk Order Agreement shall replace and supersede all previous versions of these terms and conditions unless any provision is retained in the modified terms and conditions. Submitting an order or otherwise using your bulk order account after any such modification shall be construed as your explicit consent to accept the modified Bulk Order Agreement. If you do not agree with any such modification, you can discontinue using your account.

TERMINATION OF BULK ORDER ACCOUNT:

17.1 – Waterhaul reserves the right to terminate any bulk order account in breach of any of the terms as outlined in this contract.

17.2 – These terms are effective unless and until terminated by either you or us. You may terminate these terms at any time by notifying us that you no longer wish to use our services.

CONTACT US

If you have any queries or concerns regarding our Bulk Order Agreement hereof, please contact kieran@waterhaul.co. We will respond to your queries as soon as we can.