

Welcome to the Waterhaul NETWORK!

Please note that placing your wholesale 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 stockist account or place any wholesale 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 stockists. By applying for a stockist account, using your stockist account or otherwise placing any wholesale order on the website, you consent to the following terms and conditions.

This Stockist Agreement (the "Terms and Conditions" and "Terms") is a binding contract between you (the "stockist account holder", "retail partner" and "retailer") 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 stockists.

WHO WE WORK WITH:

It is at Waterhaul's sole discretion who we accept to become a retail partner. Each application will be individually reviewed to ensure that the retailer upholds and reflects the same ethical, environmental and social values and standards as Waterhaul. Additionally, by signing this agreement, all retail partners agree to have a zero-tolerance approach to modern slavery and are fully committed to preventing slavery and human trafficking in their operations and supply chains.

Stockist accounts are only available to brick-and-mortar retail premises, or online retailers with their own brick-and-mortar retail premises. Businesses are forbidden from selling Waterhaul products on any other online retail outlet other than their own. Waterhaul products may not be sold on third-party marketplaces such as Amazon, eBay, Etsy, Facebook Buy-In Groups, or any other means.

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

STOCKIST ACCOUNT HOLDER:

1.1 – Becoming a stockist account holder shall be subject to appropriate verification and approval by Waterhaul. You must own a brick-and-mortar retail premises to apply for and become our retailer (a retail partner). If you own an online store, you must still have a physical presence, i.e. a brick and mortar retail premises, to work with us.

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

- You own a valid business entity and are fully authorised (hold all the necessary permissions) to operate your store.
- You have all the power, legal capacity, and authorisation to enter this agreement with Waterhaul. If you consent to this Stockist 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 business organization.
- 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 a stockist 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.

DISTRIBUTION:

2.1 – If you wish to collaborate with business entities for distributing or reselling any product line made available by Waterhaul, you must ensure that your business partners/resellers strictly adhere to the same terms, conditions, and guidelines as outlined in this Stockist Agreement. The stockist account of retailers who fail to enforce these terms and conditions with their resellers will be terminated at our discretion.

2.2 – 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.

2.3 – If you wish to distribute and/or sell Waterhaul products at any event, you must have prior written consent from us. Please get in touch with details on the type of event, target audience and the products you wish to sell.

PRODUCTS AND ORDERING:

3.1 – 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 wholesale 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.

3.2 – 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 wholesale account on our website platform, from which you can view our products, place orders and view previous orders. You must be a registered stockist to submit a wholesale order.

3.3 – Waterhaul provides each retailer with the opportunity to upload their store details for inclusion on the Store Locator within the Waterhaul website. It is the responsibility of the retailer to fill out the details via: <https://waterhauluk.myshopify.com/pages/stockist-addstore>, or get in contact with wholesale@waterhaul.co to rectify any incorrect information displayed. Please ensure your email subject follows the format: Store Locator Query “YOUR STORE NAME”.

3.4 – To secure stock outside of current stock, i.e. to place a pre-order, please contact us at wholesale@waterhaul.co. 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”.

3.5 – Our minimum order value is £375 (ex VAT). Stockists agree to meet this minimum total order value for every order placed with us.

POINT-OF-SALE (POS) MATERIALS AND STOCK MANAGEMENT:

4.1 – Retailers agree to follow all guidelines regarding minimum order quantities, minimum order values, order modifications, POS materials and stock management assets outlined in Waterhaul’s Product Catalogues and Retailer Guide.

4.2 – Waterhaul will provide reusable tags necessary for in-store stock management using the barcodes assigned by Waterhaul. For any requests where the retailer's own barcodes or tags are needed, please contact wholesale@waterhaul.co. Please ensure your email subject follows the format: Specific Barcoding for “YOUR STORE NAME”. Each request will be reviewed and accepted at the discretion of Waterhaul.

4.3 – It is the retailer's responsibility to re-use and maintain the stock and POS materials. Part of Waterhaul’s mission is to produce products that promote a circular, sustainable solution and our product packaging is an extension of this. Should a POS tag be misplaced or damaged, additional tags can be ordered by contacting wholesale@waterhaul.co. Please ensure your email subject follows the format: Re-ordering tags for “YOUR STORE NAME”.

RRP:

5.1 – Any product ordered through your stockist account shall only be sold at or greater than (to accommodate shipping markups) the recommended retail price (RRP), as determined or updated by Waterhaul (see **CHANGES AND UPDATES**).

5.2 – If you need to offer discounts when selling any product line purchased from Waterhaul, the aggregate value of such discounts shall be limited to 20% of the RRP, and any such promotional event shall not be longer than 2 weeks. However, you will need prior written consent from Waterhaul before running any such discounts or promotions.

WHOLESALE PRICING:

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

6.2 – 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 wholesale price.

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

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

PAYMENT:

7.1 – 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.

7.2 – Every order is subject to a standard 30-day payment term. Any due payments exceeding this term length will be deemed late. Retailers 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:

8.1 – We offer Free Domestic Shipping on orders of £700 or more (ex VAT). If your total order value is less than £700 (ex VAT) you are not eligible for free shipping on your products.

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

8.3 – 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 wholesale order invoice. If ordering for a specific event or deadline, please see **DELIVERY** section.

8.4 – 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:

9.1 – All International orders that place an order value of £700 or more will receive a discount of £20 GBP from their shipping cost. Shipping charges will also be calculated and added to your wholesale order invoice after your order has been placed, depending on the weight and destination of your shipment.

9.2 – All retailers 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.

9.3 – The stockist 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 wholesale order.

9.4 – 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 stockist account holder. Once dispatched, Waterhaul will not be liable for any lost, delayed or undelivered packages. It will be the responsibility of the stockist 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.

9.5 – 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:

10.1 – 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.

10.2 – 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.

10.3 – 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.

10.4 – Any processing or turn-around time mentioned thereof is based on estimates, and we do not guarantee that your wholesale 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.

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

10.6 – If the stock is being ordered for a specific event or deadline, it is the stockist 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:

11.1 – Unless an item received is faulty, all wholesale 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.

11.2 – If your customer returns a product due to a defect, please forward the complaint to customerservice@waterhaul.co and upon receiving the returned item, we will ship a replacement to you or directly to the respective customer (Domestic retailers only) at your request. For international stockist account holders, if there is an approved return, we will issue a credit note to the retailer's account, to be applied when they place their next wholesale order with us via the website. We will still need to inspect the goods prior to crediting your account. Please ensure your email subject follows the format: Customer Return Query "YOUR STORE NAME".

11.3 – 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 the customer. If we approve your claim, a replacement(s) will be shipped without charging any additional expenses (Domestic retailers only).

11.4 – 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.

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

WARRANTY:

12.1 – 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 (either directly or through the retailer the item was purchased from) 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 premises and to your customers.

12.2 – Waterhaul does not provide any warranty for any product other than its eyewear ranges. We do, however, encourage retailers and their 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.

12.3 – You also agree that Waterhaul shall not be liable for any misrepresentation or misuse of its products by you, your re-sellers, customers, or the end users, and indemnify Waterhaul from actions and proceedings that may emanate from such misrepresentation or misuse.

COPYRIGHTS AND BRAND ASSETS:

13.1 – Waterhaul may provide product images and other brand assets that you request for your business 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.

13.2 – No material from this 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 retailers, resellers, or consumers without giving proper credit to Waterhaul is strictly prohibited.

13.3 – Unless you have received prior written consent from Waterhaul, it is strictly prohibited to rename our products for the purposes of selling them in your store. Waterhaul products must be clearly communicated as being produced by Waterhaul and not by you, the stockist account holder.

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

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 retailer purchasing co-branded products from us.

EXCLUSIVITY:

15.1 – Waterhaul retains the right to decline any request for exclusivity to any retail partners. We aim to work with a wide range of retail partners 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 Stockist 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 wholesale account after any such modification shall be construed as your explicit consent to accept the

modified Stockist Agreement. If you do not agree with any such modification, you can discontinue using your account.

TERMINATION OF STOCKIST ACCOUNT:

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

17.2 – As part of cultivating an engaged network of stockists, we will review active retailers annually. Any retailers who have not placed an order from us within any given 12-month period will be contacted directly via email about placing an order. If they decline to place a new order, or fail to respond to our contact attempts, we reserve the right to terminate their stockist account.

17.3 – 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 stockist agreement hereof, please contact wholesale@waterhaul.co. We will respond to your queries as soon as we can.