

WHOLESALE TERMS & CONDITIONS

Valid from 1 June 2022

1 Our contract with you

1.1 These are the terms and conditions (the “Terms”) on which we, Honey Bee Good (“We”, “Us” and “Our”) supply any of Our products (the “Products”) detailed on Our website at www.honeybeegood.co.uk (the “Site”) to you, in your capacity as a retailer, whether you operate your business via a physical retail shop or e-commerce website. The supply of Products to you is strictly for commercial or business use or resale.

1.2 We may ask you to prove the existence of your business and the sales methods that you use in order for Us to establish that you are a retailer. This may include, amongst other things, you providing to Us the address of your retail outlet and/or a digital photograph of your store front, and/or details of the URL of your website from which you operate your own e-commerce enabled webstore.

1.3 You confirm that you have authority to bind any business or company on whose behalf you use Our Site to order and purchase Products.

1.4 These Terms will apply to any contract between Us for the sale of Products to you and replace and supersedes any previous terms and conditions. We reserve the right to revise these Terms from time to time. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time.

1.5 We intend to rely on these Terms and any documents expressly referred to in them in relation to the contract between Us. While We accept responsibility for statements and representation made by Our duly authorised employees and agents, please ensure that you ask for any variations from these Terms to be confirmed to you in writing to avoid any confusion between us. If you think that there is a mistake or require any changes to be made to these Terms, please contact Us to discuss this as soon as possible.

1.6 Please read these Terms carefully and make sure that you understand them and check that the details on your order for the Products and in these Terms are complete and accurate, before you confirm you place an order for Products with Us by making payment to Us in accordance with these Terms. You are responsible for all information provided to Us in relation to the products ordered and We shall not be responsible for any errors or missing information in the details that We receive from you.

1.7 We shall confirm your eligibility as a retailer of Our Products in writing and these Terms shall apply in respect of any orders for Products that you place with Us. If you do not meet Our eligibility requirements as a retailer Our terms and conditions of supply in respect of consumers shall apply to any orders for Products that you place with Us.

1.8 We may at Our sole discretion apply a discount on very large Orders made by you which We shall notify to you in writing at the relevant time.

2 Ordering products

2.1 Your order for Products is made when you submit to Us via your account on our website, www.honeybeegood.co.uk.

2.2 There is a minimum order quantity (“MOQ”) of £100 at the discounted price.

2.3 If We are unable to supply you with any Product(s) ordered, We will inform you of this by email as soon as is reasonably practicable upon becoming aware of any such issues, and We will not process the Order unless and until you confirm to Us by email that you wish Us to proceed and the details of any changes required to be made to your Order. If We are able to, We will offer you the nearest alternative or if you would prefer, We will refund you the full amount that you have paid in respect of the relevant Products as soon as is reasonably practicable, where you have already paid for the Products.

2.4 Please check the details set out in the Order Confirmation as We shall not be responsible for any errors or missing information. Please quote the Order number in all subsequent correspondence with Us relating to the Order.

2.5 Please tick the relevant checkbox when prompted to do so to confirm you accept these Terms and Our delivery and return and cancellation policies. If you refuse to accept these Terms and Our delivery and return and cancellation policies, you will not be able to order any Products from Our Site.

2.6 If any of these Terms conflict with any term of the Order, the Order will take priority.

2.7 We reserve the right to refuse or decline any Order at Our sole discretion.

3 Our products

3.1 Our Site is solely for the promotion of Our Products and the images of the Products on Our Site are for illustrative purposes only. Although We have made every effort to display the colours and print accurately, We cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. The Products that you receive from Us may vary slightly from those images.

3.2 Important for international orders: International orders may incur customs or import charges, duties or other charges assessed by your country's Customs officials. You are solely responsible for any and all of these charges and we strongly encourage retailers to endeavour to understand these potential charges before placing an order.

3.3 Important for international orders: In addition to understanding any charges or duties that may be attracted by your order, you are solely responsible for understanding all customs and import product/packaging requirements to your country of delivery. We will endeavour to provide you with any necessary documentation that you request from us in writing (email) prior to shipment of the order. We are not responsible for customs delays, fees, charges or impounding of products that do not comply with your country's import requirements. There will be no refund in the case where Customs does not allow your order to be delivered to you.

4 Delivery of Our products

4.1 We will deliver the Product(s) ordered by you together with a hard copy of the Invoice, to the address which you give for delivery when you make your Order. If any of the details you have given to Us in your delivery address are incorrect, We are not liable for any items which have not been or are not received.

4.2 Please note that time scales for delivery and delivery charges will vary depending on the availability of the Products and your address. Our Products are delivered worldwide, but Our workshop is based in the UK. Please allow extra time for deliveries to be made outside the UK. We will endeavour to communicate the

details (e.g. Tracking number, delivery time estimated by the carrier) when we send your order.

4.3 All Products are shipped using a fully traceable carrier and you will be provided the relevant shipping and tracking details in Our Dispatch Notification Email to enable you to track the Products being shipped.

4.4 Deliveries within the UK are shipped using either Evli or Royal Mail, and are tracked. You will be provided with the relevant shipping and tracking details.

4.5 International orders are sent using either Royal Mail or one of the main international couriers.

4.6 In the UK: The Product(s) will be your responsibility and owned by you from the point at which We or the courier first attempt delivery, whether you (or any nominated alternative) take delivery or not.

4.6.1 International orders: The Product(s) will be your responsibility and owned by you from the point at which the order arrives into the destination country.

4.7 International orders: Where any Product is to be delivered internationally you will be responsible for any and all tax, duties and/or any other amounts payable in respect of the shipping of the Product(s) into the relevant country.

5 Goodwill guarantee

5.1 If you are not entirely satisfied with a Product for any reason, you may return it to Us at your own cost within 14 calendar days of receipt if you send Us the proof of purchase. We will refund you the price you paid for the Product once We have received the Product back in a saleable condition.

5.2 Following your receipt of the Products, you will have a period of 3 calendar days to check for any defects, faults or errors in respect of the Products delivered and to notify Us. We will endeavour to work with you to find an acceptable solution.

5.3 If you fail to notify Us within the 3 day period referred to in clause 5.2 that you intend to return any Products to Us, We are under no obligation to accept the return of any such Products from you, but where We do accept their return We do so at Our sole discretion and on such terms as We shall specify to you in writing.

5.4 If you return any Product to Us, for any reason other than misdescription or fault, where We agree to accept the return of the Product, We may deduct an amount that We consider at Our sole discretion is appropriate from the amount of the refund payable to you. We will notify you of the amount of any deduction that will make and the amount of the refund that We will pay to you, before making any such payment. Any refund payable to you shall be made in accordance with the clauses in Section 8.

6 Risk & Title

6.1 For UK orders: Risk and responsibility for the Products shall pass to you from the point at which We or the courier first attempt delivery, whether or not you (or any nominated alternative) take delivery or not.

6.2 For international orders: Risk and responsibility for the Products shall pass to you at the point at which the order arrives into the destination country.

7 Return of Products

7.1 Where you are returning a Product from the UK mainland and the Product has a fault, if you notify Us before returning the Product to Us, all postage related charges in respect of UK and international returns are payable by you.

7.2 When returning a Product, please ensure that it is in a securely wrapped parcel with suitable packaging to ensure that the Product does not get damaged in transit whilst being returned.

7.3 Should a Product be received which is not suitably packed for transit We reserve the right to refuse a refund or repair on the grounds that insufficient care has been taken to return the Product to us. If you have returned the Product for a refund, We may decide against this if we are unable to resell.

7.4 When returning the Product, always ensure that you obtain a receipt or proof of posting from the relevant delivery agent so that if the Product does not arrive with Us, you can prove that it was posted back to Us and when.

7.5 We will provide the address to send returns when requested by you. We reserve the right to refuse refunds when the Products have been sent back to us without prior agreement.

7.6 Once the Product is received by Us, We will confirm this to you via email within 48 hours of Our receipt and the actions that We will take. If you have any queries regarding the Product returned, please do not hesitate to contact Us and We will endeavour to assist you.

7.7 Once you decide to return a Product to Us for whatever reason, the item is your responsibility until it reaches Us and you must not use it and must take reasonable care of it while it remains in your possession. The Product must be returned to Us in a saleable condition as received by you, intact and undamaged as soon as is reasonably possible but in any event within 30 calendar days of your receipt of delivery.

7.8 For your own protection, We recommend that you send the Product back to Us using a delivery service that insures you for the value of the Product as We cannot be held responsible for any items damaged or lost in the post.

8 Price and Payment

8.1 The price of the Products will be as quoted on Our Site. Our prices may change from time to time, but price changes will not affect any Order(s) that We have confirmed with you.

8.2 We provide a price suggestion for RRP, and strongly encourage retailers to use this as a minimum retail price. Retailers are free to charge more than the RRP if they wish.

8.3 The prices for the Products exclude any delivery costs (if applicable), which will be added to the total amount due. Our delivery charges are as set out, based on order weight and delivery location, prior to placing the order, so that the retailer has complete transparency.

8.4 It is always possible that, despite Our best efforts, some of the Products or delivery costs We sell may be incorrectly priced. We will normally check prices as part of Our dispatch procedures so that, where the Products' correct price or the delivery cost is less than Our stated price, We will charge the lower amount when dispatching the Products to you. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, We do not have to provide the Products or send them to you at the incorrect (lower) price. If the Product's correct price or the delivery cost is higher than the price stated in Our Site or in these Terms, We will contact you as soon as possible to tell you about the error and We will give you the option of continuing to purchase the Products at the correct price or amending your delivery specification (where the mispricing relates to delivery charges), or cancelling your Order. We will not

process your Order until We have your instructions. If We are unable to contact you using the contact details you provided during the order process, We will treat the Order as cancelled and notify you in writing. We will refund you the full amount paid by you as soon as is reasonable if you have already made a payment to Us.

9 Your rights to cancel and applicable refund

9.1 The Consumer Protection (Distance Selling) Regulations 2000 will apply to these Terms. These regulations entitle consumers to cancel an Order during the period set out in clause 9.2 below, and receive a refund.

9.2 Your legal right to cancel an Order starts from the date on which We receive payment in full in respect of your Order in accordance with clause 2.4, which is when the contract between Us is formed and is available for a period of 7 working days. If the Products have already been delivered to you, you have a period of 7 working days, starting from the day after the day you receive the Products in which you may cancel your Order.

9.3 As a gesture of goodwill however, the Order or part of it may be cancelled at any point before Our dispatch of the Products and any amounts paid by you will be refunded. If the Product has already been dispatched, then you will have to wait for the Products to be delivered and then return the Products to Us using the returns procedure set out above.

9.4 To cancel an Order or part of it, please email Us at honeybeegoodwraps@gmail.com. You may wish to keep a copy of your cancellation notification for your own records. We will endeavour to confirm cancellation of your Order within 24 hours of receipt by Us of your cancellation notice. However, please allow up to 48 hours for Us to check and process the cancellation, and up to 72 hours where cancellation of an Order or part of it is placed over a weekend or public holiday

9.5 If We agree to cancel your Order or part of it, you will receive a full refund of the price you paid for the Products and any applicable delivery charges paid. We will process the refund due to you as soon as is reasonably practicable and, in any case, within 30 calendar days of the day on which you gave Us notice of cancellation as described in clause 9.4.

9.6 If you have returned the Products to Us because they are faulty or mis-described, We will either offer you a replacement Product or refund the full price of the defective Product (if paid by you), any applicable delivery charges relating to the specific Product, and any reasonable costs you incur in returning the item to Us.

9.7 We will make any refund to you in the manner in which payment was made by you to Us.

9.8 If the Products were delivered to you:

9.8.1 you have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while they are in your possession.

10 Our rights to cancel and applicable refund

10.1 If We have to cancel an Order for Products or part of it (including made-to-measure or customised Products) before the Products are delivered where We have already started work on your Order for made-to-measure Products by the time We have to cancel, We will not charge you anything and you will not have to make any payment to Us.

11 Our liability to you as a consumer

11.1 Where any of Our Products are purchased by you with a view to selling them on to any third party, such as other businesses for internal use or consumers for personal use, Our contract is strictly with you and We are in no circumstances liable or responsible to the end customer (whether directly or indirectly) in respect of any of Our Products or otherwise.

11.2 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss is foreseeable if they were an obvious consequence of Our breach or if they were contemplated by you and Us at the time We entered into this contract.

11.3 These Terms shall apply to any repaired or replacement Products supplied by Us. We only supply the Products for domestic and private use. You agree not to use the Products for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11.4 To the maximum extent permitted by law, We disclaim any and all express, implied or statutory warranties, guarantees, representations or other terms and conditions relating to these Terms or their subject matter not expressly set out in these Terms, including without limitation the warranties or guarantees of merchantability, acceptable quality, title, non-infringement of third parties rights, and fitness for particular purpose and any other terms implied by sections 13 to 15 of the Sale of Goods Act 1979.

11.5 Subject to any obligations under the non-excludable provisions and to the fullest extent permitted by law, in no event shall We and any of Our parents, subsidiaries, affiliates, related companies, suppliers, advertisers, sponsors, third party service providers, and/or Our employees, officers, directors, and agents be liable for any incidental, consequential, punitive, indirect or special damages (or lost profits and damages) whether based on warranty, contract, tort (including without limitation negligence), or any other legal theory, and whether or not We are advised of the possibility of such damages. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the limitations set forth in this paragraph may not apply to you. If the foregoing limitations are held inapplicable or unenforceable for any reason, then, subject to any obligations under the non-excludable provisions and to the fullest extent permitted by law, Our maximum liability to you for any type of damages shall be limited to the actual amount paid by you for the relevant Products.

11.6 We do not exclude or limit in any way Our liability for:

11.6.1 death or personal injury caused by Our negligence or the negligence of Our employees or agents;

11.6.2 fraud or fraudulent misrepresentation;

11.6.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); and

11.6.4 defective products under the Consumer Protection Act 1987.

12 Events outside our control

12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

12.2 An “Event Outside Our Control” means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

12.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

12.3.1 We will contact you as soon as reasonably possible to notify you; and

12.3.2 Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Products to you, We will arrange a new delivery date with you after the Event Outside Our Control is over.

13 Your obligation to us

13.1 We shall notify you of Our wholesale pricing tables from time to time which set out:

13.1.2 the recommended retail price of Our Products (the “RRP”) which is the price that We recommend you sell the Products for on the high street.

13.3 You agree, undertake and covenant to Us that where you intend to sell any of Our Products to any third party, you shall:

13.3.1 not apply any discounts or sales to, or in respect of , any of Our Products unless agreed with Us in writing in advance;

13.3.2 confirm to Us in writing the names of any businesses or individuals or other resellers (the “Resellers”) who are intending to or will sell Our Products on to any third party and update Us as and when any new Resellers place any orders or requests for Our Products with you. You require Our express permission to sell Our Products on any third party website or sales channels;

13.3.3 where We notify you of any list of Resellers, businesses or individuals who We do not want you to sell Our Products to (for whatever reason and at Our sole discretion), including at the date of these Terms, Amazon, eBay, Etsy and Gumtree, immediately cease to make sales or provide any of Our Products to such Resellers, individuals or businesses, including for the avoidance of doubt, the fulfilment of any outstanding orders or the provision of any samples or gifts to them; and

13.4 Our products are named and explicitly shown against any Honey Bee Good item(s) on any platform including website, physical shop or social media.

13.5 Our products are attached and are acknowledged on social media using correct methods eg hashtags or ‘@’ to Our brand, Honey Bee Good, ie @honeybeegoodwraps #honeybeegoodwraps

13.6 Our products will not be portrayed as white labelled goods or the wholesalers, retailers, businesses or individuals own product without any recognition of Our brand name Honey Bee Good, unless explicitly provided by Us as a white labelled product.

13.7 Where you fail to comply with the provisions of clause 13.1 to clause 13.3 (inclusive), We may and reserve the right at Our sole discretion to give you a warning for your failure to comply with those provisions and/or cease providing you with any of Our Products and Our trading relationship with you.

14 Information about us and how to contact us

14.1 If you have any questions or if you have any complaints, please contact Us by e-mailing Us at honeybeegoodwraps@gmail.com.

14.2 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing, you can send this to Us by e-mail at honeybeegoodwraps@gmail.com. We will confirm receipt of any such notice by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail or by pre-paid post to the address you provide to Us in the Order process. When We use the words “writing” or “written” in these Terms, this will include e-mail unless We say otherwise.

15 How we may use your personal information

15.1 We will use the personal information you provide to Us to:

15.1.1 provide the Products;

15.1.2 process your payment for such Products; and

15.1.3 inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us in writing.

15.2 We will not give your personal data to any other third party.

16 INTELLECTUAL PROPERTY RIGHTS

16.1 The Site design and all intellectual property rights in the Site, including all text, graphics, information, content, and other material displayed on or that can be downloaded from the Site are either the property of, or used with permission by, Us and are protected by copyright, trademark and other laws and may not be used, reproduced, published, transmitted, distributed, displayed, performed, exhibited, modified, used to create derivative works, sold, re-sold or used in any sale, or exploited for in any way, in whole or in part, except as provided for in these Terms and unless you obtain the prior written consent of the owner of such material. All such rights are reserved.

16.2 Our status (and that of any identified contributors) as the author s of material on the Site must always be acknowledged.

16.3 The copyright in any translation of any materials on the Site shall be are owned by Us, however loose and including a gist or précis, shall remain Our property.

16.4 You may not modify the information or materials located on the Site in any way or reproduce or publicly display, perform, or distribute or otherwise use any such materials for any public or commercial purpose. You must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Any unauthorised use of any such information or materials may violate copyright laws, trademark laws, laws of privacy and publicity, and other laws and regulations.

16.5 Certain trademarks, trade names, service marks and logos used or displayed on the Site are Our registered and unregistered trademarks, trade names and service marks. Other trademarks, trade names and service marks used or displayed on the Site are the registered and unregistered trademarks, trade names and service marks of their respective owners. Nothing contained on the Site grants or should be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any trademarks, trade names or logos displayed on the Site without Our written consent or the written consent of such third party owner.

16.6 If you print off, copy, translate or download any part of the Site or the materials displayed on it in breach of these Terms, your right to use the Site will

immediately cease and you must, at Our option, return or destroy any copies of the materials that you have made.

17 Other important terms

17.1 We may transfer, assign, charge, subcontract or deal in any other manner with all or any of Our rights and obligations under these Terms to another organisation but this will not affect your rights or Our obligations under these Terms. You may only transfer, assign, charge, subcontract or deal in any other manner with all or any of your rights or your obligations under these Terms to another person if We agree in writing.

17.2 This contract is between you and Us. No other person shall have any rights to enforce any of its terms whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

17.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, invalid or unenforceable that provision or part-provision shall, to the extent required, be deemed or deleted, and the remaining paragraphs will remain in full force and effect.

17.4 If any unlawful, invalid or unenforceable provision of these Terms would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

17.5 A waiver of any right or remedy under these Terms is only effective if given in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

17.6 Except as set out in these Terms, any variation to these Terms shall only be valid and binding when agreed and confirmed in writing by Us.

17.7 These Terms are governed by English law and any contract for the purchase of Products between Us and any dispute or claim arising out of or in connection with it or its subject matter or formation (including any non-contractual disputes or claims) will be governed by English law.

17.8 You and We both agree to submit to the exclusive jurisdiction of the English courts however, We reserve the right to bring proceedings against customers in the countries of their residence.