



WOODQUAIL DISTRIBUTION AGREEMENT

TERMS AND CONDITIONS

Dear distributors,

We love our Business! WoodQuail is a well-established brand run with genuine passion and enthusiasm. Our mission is to provide our customers with a uniquely designed, best selling range of innovative, practical and high-margin waterproof bags, reinforced by the very best after-sales service available. We want to ensure complete consumer satisfaction.

WWW.WOODQUAIL.COM

INDEX

- TERMS AND CONDITIONS.....3
- 1. DEFINITIONS3
- 2. GENERAL.....3
- 3. DISTRIBUTION PROTECTION POLICY.....4
- 4. DISTRIBUTORS' MARGIN PROTECTION POLICY.....4
- 5. DISTRIBUTORS' EXCLUSIVITY PROTECTION POLICY4
- 6. ONLINE SELLING5
- 7. ORDERS.....5
- 8. PRICES5
- 9. PRICE INCREASES6
- 10. ORDER CANCELLATION / DELIVERY REFUSAL CHARGE.....6
- 11. PACKAGING.....6
- 12. PAYMENT.....6
- 13. GUARANTEE, DAMAGE IN TRANSIT & CLAIMS7
- 14. PROPERTY AND RISK IN GOODS8
- 15. WAIVER.....9
- 16. NO SET OFF9
- 17. LAW OF CONTRACT.....9
- 18. ACCOUNT REQUESTS.....9
- 19. CONTACT DETAILS10

TERMS AND CONDITIONS

I. DEFINITIONS

The following expressions in these Conditions shall mean respectively:

the Company: is Finoak Limited, T/A WoodQuail registered in England, number 7727500, whose registered address is Unit 1, Dominion Centre, Elliott Road, West Howe, Bournemouth BH11 8JR;

the Distributor is the person, Company or Body buying or offering to purchase Goods, Goods materials, products and/or services supplied by the Company from time to time.

2. GENERAL

The following terms are the Company's standard terms and conditions of the distribution agreement. The Company contracts to supply Goods only on these terms. The Distributor accepts that these terms shall govern relations between itself and the Company to the exclusion of any other terms including conditions, warranties and representations written or oral, express or implied even if contained in any Distributor's documents which purport to provide that the Distributor's own terms shall prevail.

Representations concerning the Goods made by the Company's employees and agents are invalid unless confirmed by the Company in writing. The Distributor acknowledges that it does not rely on and waives any claim for breach of any such representations which are not confirmed.

Any typographical error, clerical or other error or omission in any sales literature, quotation, price list, order acknowledgement or other document of information issued by the Company shall be subject to correction without any liability on the part of the Company.

The Company shall not be liable for any advice or recommendation given by its employees or agents to the Distributor or its employees or agents as to the storage, application or use of the Goods that is not confirmed in writing by the Company. The same is followed or acted upon entirely at the Distributor's risk.

The Company reserves the right to modify any Goods without prior notice provided that such modification shall not affect the function of the relevant Goods.

Goods offered 'ex-stock' are subject to prior sales.

3. DISTRIBUTION PROTECTION POLICY

The Company does not distribute its products to every interested party. Instead it carefully selects partners who share its values, sales approach, ethics and strategic goals. The Company guarantees protection of the WoodQuail trade mark and provides all possible support to each of its Distributors.

4. DISTRIBUTORS' MARGIN PROTECTION POLICY

The Company carefully analyses the market and establishes recommended retail prices (RRPs) for its distribution. The Company guarantees every Distributor's margins by providing its whole distribution network (including the Company's own retail divisions) with recommended retail prices (RRP). Every Company's retail Distributor by signing Terms and Conditions accepts RRP level and agrees to sell its products at recommended retail prices (RRP) and not to drop retail prices below RRP level. If the Company finds a store purporting to sell any product lines below RRP level it can and will insist the full stock is taken down immediately. Any Distributor that breaches this part of the Terms and Conditions will not be further supplied with any product line, will no longer be considered a WoodQuail Distributor and its account will be revoked. This is fully within Terms and Conditions of the Distribution Agreement.

Please, carefully check that recommended retail price (rrp) level is acceptable for you and you agree to follow rrp suggested by the company in the future, before signing this agreement.

5. DISTRIBUTORS' EXCLUSIVITY PROTECTION POLICY

If the Company already has a Distributor in a certain geographic location or in a particular market niche, it might decide to decline other potential Distributor applications or limit the number of Distributors. This may happen if the Company feels that additional Distributors could potentially decrease sales of the already existing WoodQuail distribution network to its detriment.

6. ONLINE SELLING

The Company does not sell to eBay and Amazon traders. In signing this the Distributor is agreeing that it will not put any products on either site.

7. ORDERS

Minimum order value is £350 Carriage Paid (excluding VAT), (see "Prices" below for Carriage Paid Terms).

All verbal orders must be confirmed in writing within 10 days of the original instructions. The Company will not be responsible for any errors identified after performance of the order if no written confirmation has been received.

Delivery times stated are estimates only and time shall not be an essence of the contract. The Company shall not be liable for any loss or damage whatsoever sustained by the Distributors in the event of a delivery time being exceeded.

The Company reserves the right to make partial deliveries. The Company does not accept any liability for failure to deliver an order in its entirety.

Each delivery shall be invoiced separately.

All outstanding balances shall be delivered unless the Distributor requests cancellation in writing prior to the dispatch of such balances. All outstanding balances remaining on the Company's records shall be cancelled as at the 1st February each year unless specifically requested not to do so.

8. PRICES

All prices are net ex works. The Company shall deliver free of charge orders over £500 to a single nominated UK mainland address. All offshore destinations including N. Ireland, Channel Islands, Isle of Man etc. prices are ex works. Freight charges are extra and must be agreed in writing prior to dispatch.

Value Added Tax is additional to the prices and will be at the rate prevailing at the date of invoicing. No Trade Discounts are allowed unless agreed in writing by the Company.

9. PRICE INCREASES

The Company retains the right to increase both wholesale and recommended retail prices (RRP) if needed. The Distributor will be notified and it will be updated on the order confirmation.

10. ORDER CANCELLATION / DELIVERY REFUSAL CHARGE

The Company reserves the right to levy a charge of 15% of Total Order Value if an order is cancelled without reasonable cause. The Company reserves the right to levy a charge of 15% of Total Invoice Value (excluding VAT) if a pre-booked delivery is refused without reasonable cause. In both cases the definition of "Reasonable Cause" will be at the sole discretion of the Company.

11. PACKAGING

The Company shall deliver the Goods in its own packaging.

No allowance can be made for returning the packaging.

Any special packaging requirements requested by the Distributor and agreed to in writing by the Company will be charged in addition to the Goods prices.

If palletised deliveries are requested by the Distributor, the Company shall charge for the pallets required to accommodate the request. Such chargeable items can be credited on return of the packaging to the Companies premises.

12. PAYMENT

For UK mainland customers if the Distributor does not have a valid credit account in existence with the Company, the Distributor must pay for the first invoice value on a Proforma basis by either credit card or cheque in advance, or alternatively Cash on Delivery by agreement. For offshore destinations Proforma payments will be by either credit card or cheque in advance. All invoices issued thereafter (subject to suitable references) are due for payment 30 days after invoice date.

Any costs incurred in reclaiming overdue payments shall be the responsibility of the Distributor and be added to the outstanding Goods value.

The Distributor agrees to the Company's option to charge compound interest at 2.5% per month on any outstanding values which exceed 30 days after invoice date.

If payment is made by credit card a charge of 1.5% will be made on the total invoice value.

13. GUARANTEE, DAMAGE IN TRANSIT & CLAIMS

The Company warrants to supply Goods which are fit and proper for the purpose they were designed. Any claims must be made in writing and such Goods be made available for the Company, its servants or agents to inspect. Every damage-related claim must be supported by clear photographs of both damaged product and damaged packaging relevant to the product.

The Company will not insure any offshore deliveries. The Distributor will be responsible for insuring consignments from the Company's warehouse and any claims arising for missing items or damaged goods.

The Company will only accept claims which are notified verbally within 3 days of receipt of the Goods by the Distributor and confirmed in writing by the Distributor to the Company within 5 days of receipt of the Goods.

Alleged claims for damaged, missing or disputed Goods shall not be grounds for withholding payment against the whole invoice. The Distributor agrees to release payment against the undisputed part of the invoices.

All returns must be notified in writing by the Distributor to the Company and agreed by the Company prior to uplift.

Any Goods which are to be returned must be made available for the Company, its agents or servants to uplift. The Company shall not reimburse carriage charges for Goods returned by any other method.

The Company may at its absolute discretion either refund or give credit for the price of defective Goods. Any goods found to be of acceptable quality may, at the discretion of the Company, be credited after bearing a restocking charge of up to 15% of the Goods value.

Unless requested in writing by the Distributor, replacement Goods will not be supplied. Where such Goods are supplied the Company shall reinvoice for the replacement Goods at the time of dispatch.

14. PROPERTY AND RISK IN GOODS

Risk in the Goods shall pass to the Distributor immediately on delivery to the Distributor or into custody on the Distributor's behalf whichever is the sooner.

Notwithstanding that credit may have been given to the Distributor, the Company shall in its discretion be entitled to retain possession of the Goods supplied against each invoice until payment has been received from the Distributor in full.

Until property of the Goods passes to the Distributor the relationship between the Company and the Distributor shall be that of bailor and bailee, and the Distributor shall store the Goods in such a way that they are readily identifiable as the property of the Company.

If before the property of the goods passes to the Distributor the Goods are sold by the Distributor or any third party, such sale or sales shall be deemed to be on behalf of the Company, but without imposing any liability on the Company to the sub-Distributor. The Distributor or any third party shall hold such proceeds of the sale or rights arising therefrom against the sub-purchaser as represents the sum due to the Company for such Goods as trustee for the Company and the Distributor or any third party shall keep such proceeds of each sale separate from its other monies and account to the Company accordingly.

If payment of any Goods is overdue or if it appears to the Company that the Distributor is or may be insolvent, the Company may require the Distributor or any third party to deliver up the Goods to the Company and, if the Distributor or any third party fails to do so forthwith, the Distributor or any third party shall permit the Company to recover and resell the Goods and by its agents or servants enter upon the Distributor's premises (or such other premises where the Goods are stored or situated) for that purpose.

If the Company claims its Retention of Title rights under these Terms and Conditions, identification of the Company's Goods will be at the sole discretion of the Company. The Distributor shall not be entitled to pledge or in any way charge by

the way of security for any indebtedness any of the Goods which remain the property of the Company, but if the Distributor does so or purports to do so, all monies owing by the Distributor to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

15. WAIVER

Any waiver, forbearance or failure by the Company in insisting in any one or more incidences upon the performance of these conditions shall not be construed as a waiver or relinquishment of the Company's right to future performance of such conditions and the Distributor's obligations in respect of such future performance shall continue in full force and effect.

16. NO SET OFF

Any payment to be made by the Distributor to the Company shall be made in full without any set off or deduction therefrom or any counterclaim or claim to a lien thereover howsoever the same may arise.

17. LAW OF CONTRACT

These conditions and any contract hereunder shall be governed by and construed under English Law and the Company and the Distributor submit to the exclusive jurisdiction of the English Courts in respect of any dispute, claim or matter arising under such a contract or in regard to these conditions.

18. ACCOUNT REQUESTS

The Distributor can apply for an account request online form and then the Company can decide if you qualify for a Distributor account and will email you to let you know.

All content (images and copy) are protected by copyright and as such are not available to copy, distribute or use by any company without the Company's written confirmation.

The Company only gives permission for content to be used once a Distributor is set up and has placed and paid for its initial order. Even then, the only product imagery and copy that can be used is only for the items ordered. The Company does not allow web stores to add The Company's products without an active account and an

order for the product being made first. If The Company finds web stores purporting to sell any product lines that have not been ordered it can and will insist the full content is taken down immediately. This is fully within the Terms and conditions of Distribution Agreement.

19. CONTACT DETAILS

CONTACT US:

+44 (0)1202 922 394
sales@Woodquail.com
www.Woodquail.com

REGISTERED OFFICE:

Unit 1, Dominion Centre,
Elliott Road, West Howe,
Bournemouth, BH11 8JR,

REGISTERED IN
ENGLAND:

Finoak Ltd. 7727500;
VAT 137317420.

COMPANY:

SIGNED:

PRINT NAME:

POSITION:

DATE:

CONFIDENTIALITY AND DISCLAIMER NOTICE

THIS TERMS AND CONDITIONS OF DISTRIBUTION AGREEMENT IS CONFIDENTIAL AND MAY CONTAIN LEGALLY PRIVILEGED INFORMATION. IT IS INTENDED SOLELY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED.

ANY DISSEMINATION, FORWARDING OR SHARING OF THIS TERMS AND CONDITIONS OF DISTRIBUTION AGREEMENT IS STRICTLY PROHIBITED.

PLEASE REPORT COMPLAINTS WITHIN 8 DAYS. OUR GENERAL CONDITIONS AND TERMS APPLY TO ALL OUR DELIVERIES AND SERVICES.