

## GENERAL TERMS & CONDITIONS

These General Terms and Conditions govern agreements and sales between **Emgee Trading bvba** (hereafter referred to as the "Company", "Us" or "We"), a company incorporated and existing under Belgian law and having its registered office at Sonnisstraat 106, 3530 Houthalen-Helchteren (Belgium), registered in the register of legal entities of Antwerp, division Hasselt, under the number 0502.726.155 and known to the VAT-administration under the number BE0502.726.155, hereby represented by Linda M. Gould in her capacity as Managing Director of Emgee Trading bvba and brand owner of the Celtic Connection Holistic Pet Food and businesses within their retail network (hereafter referred to as the "Retailer" or "You"). By placing orders on one of our websites or a marketplace platform where our products are offered, You explicitly agree with the terms indicated herein.

### **BRAND POLICY**

Emgee Trading bvba/ Celtic Connection Holistic Pet Food Ltd has and continues to make substantial investments in building and protecting the Celtic Connection Holistic Pet Food brand and product lines. Celtic Connection Holistic Pet Food Ltd continues to develop new markets for its Products by means of advertising and educating consumers about the unique value and proposition associated with the brands and Products. Emgee Trading bvba/ Celtic Connection Holistic Pet Food Ltd also actively supports and monitors the advertising and promotion of its Products within its carefully selected and cultivated reseller network through a variety of means and programmes as more particularly detailed in this Retailer Agreement. In order to maximize the return from these investments, we only partner with Retailers that demonstrate a commitment to building, enhancing, and maintaining Our brands by actively promoting and advertising Our Products in a manner that supports the ultra-premium market position and brand names.

### **AUTHORIZATION AND APPOINTMENT**

Authorized Retail Partners in Our selective distribution network are limited to small to medium, independent businesses specialised in the pet supply and/or garden industry, that conduct trade with the public through bricks-and-mortar locations, where products are openly displayed to the public on shelves, racks, etc., are open to the public during standard industry-wide public business hours. Authorized Retail Partners are permitted to have an online shop associated with their brick-and-mortar location(s). 'Online-only' shops and those that do not meet all the requirements indicated above are not permitted in the selective distribution network.

We hereby authorize and appoint You, who accepts the authorization and appointment, as the Company's non-exclusive reseller, to market and sell Our Products. We reserve the right to sell to end consumers through Our website and others channels.

The relationship between Us and You is as seller and buyer. You shall not be considered Our agent, employee, or representative or, by extension, that of Celtic Connection Holistic Pet Food Ltd.

To provide for the orderly and efficient distribution of Our Products by knowledgeable retailers, the Company authorizes, and the Authorized Retailer agrees to display and sell Our Products at the specified retail location(s) and associated website(s).

You are only permitted to sell the Products to end-user consumers, and only from the retail location(s) and websites specified, unless otherwise expressly indicated in writing. You are not permitted to sell or otherwise divert the Products by any means to any other entity or individual for resale, and specifically no Products shall be diverted to any non-authorized internet site, trade platform or discount site for resale or exhibition. Further, You shall not sell any Products to any individual or entity who it may reasonably be thought has the intention of reselling the goods. This includes sales to B2B accounts, wholesalers, and freight forwarders/drop shippers for other non-authorized retailers.

You are only permitted to provide and/or sell the Products in their original packaging, with all seals intact. Repackaging (including creating 'samples'), relabeling, misbranding, adulterating, and other alterations are not permitted. You shall not tamper with, deface, or otherwise alter any EAN code, lot or batch code, or other identifying information on Products or packaging. You shall not remove or destroy any copyright notices, trademarks or other proprietary markings on the Products, documentation, or other materials related to the Products.

# *Emgee Trading bvba*

Purveyors of Natural, Holistic & Innovative Pet Products

Violation of these Terms is strictly prohibited and may result in immediate termination of Your retailer account, in addition to other remedies including damages claimed. In case of a breach of these Terms, the Retailer shall be solely liable towards third parties and We shall not accept any Product or other liability claim vis-à-vis the Retailer or third parties, whether contractual or extra-contractual.

## **PRODUCTS AND PRICES**

Our current wholesale Product prices are indicated in Our online ordering system(s). We reserve the right to alter Our pricing at any time. You will be charged the prices indicated in Our online ordering system(s) at the time of Your order. The Recommended Retail Price for each Product is listed on Our main website and in Our online ordering system. You may set Your own pricing as you see fit but request that Products do not retail below the indicated RRP unless they are clearly marked as being on promotion. Our minimum shipped BBD is 4 months from the order date.

## **ORDERING**

We have the right, in Our sole and absolute discretion, to choose which Retailers are permitted to sell Our Products. Authorized Retailer Partners who intend to sell the Products acknowledge that they have no right to re-sell any of the Products to any unauthorized third party (other than the end consumer). Any violation of the provisions of this Agreement is cause for termination of the right to the Products and may even rise to the level of terminating Your relationship with Us in all respects. We shall not sell Products to non-Authorized resellers.

You agree that all orders will be completed and submitted by a person authorized by, and in the name of, the business shown as the Authorized Retailer.

To ensure the online inventory information in Our stock management system remains current, You agree to use the online ordering system provided. If the allocated inventory runs out prior to fulfilling Your order, we will amend or cancel Your order. Due to fluctuations in Product availability, We will not hold stocks in backorder.

Should You decide to cancel an order after it has been shipped from Our warehouse or indicated by the shipping company as delivered, a 10% cancellation and restocking fee will apply. Any costs incurred to return the shipment to Our warehouse shall be borne by You. The restocking fee will not be applied if the order is cancelled before the Products leave Our warehouse.

## **DELIVERY**

Standard shipping from the date of order/payment receipt is 5 business days. Express shipping, within 2 business days of order/payment receipt is possible for an extra charge of € 43.95 exclusive VAT per pallet and subject to the ordered items being in stock in their entirety. Our business days are Monday through Friday, and exclusive of national and communicated corporate holidays. Deliveries are made by our partners during the hours of 07:00 and 18:00. Any delivery dates or times provided are purely indicative unless stipulated otherwise. You agree that the passing of an indicative delivery date does not allow You to dissolve the agreement, claim compensation, nor make any other claims from Us. Should You not be present to accept the order during the first delivery attempt, a second delivery attempt will be made on the next business day. The costs of this second delivery attempt will be charged to you.

You agree that any claim for shortages or errors in a shipment that We provide will be made in writing (by certified mail, overnight mail, or email (with confirmation of receipt)) within three (3) days of receipt of the shipment.

Any obvious or suspected damage must be written on the Proof of Delivery provided at delivery. Failure to indicate damages at the time of delivery waives Your right to a claim.

## **INVOICING AND PAYMENT**

We will provide an invoice for each delivery of Products within five Business Days after order receipt or shipment/acceptance of the delivery. Should the order be placed through one of our wholesale platform partners, all invoicing and payment collection shall be carried out through them. All payments are due within 21 days or by the due date indicated on the invoice provided.

## **PRODUCT INFORMATION AND MARKETING MATERIALS**

# *Emgee Trading bvba*

Purveyors of Natural, Holistic & Innovative Pet Products

We will provide You with electronic and printed Product information that You may use to promote and sell Our Products. Our corporate language is English, however, where possible, We will provide marketing information in the language of the country where the Products are being sold. We will also provide images, text and other appropriate information for the sole purpose of promoting and selling Our Products. Images from our website or social media may not be used without express written consent. Images used in Your communications may not misrepresent Our Products and must truthfully represent the Products being sold.

We may discontinue or modify the Products, modify the Product specifications, or replace the Products with similar Products, except those that are subject to an accepted and outstanding Purchase Order, unless required by Law.

## **ONLINE SELLING POLICY**

We/ Celtic Connection Holistic Pet Food Ltd has adopted this supplemental Online Selling Policy in furtherance of its business strategy, and reserves in its sole and absolute discretion, the right to change, amend or alter this Policy and to interpret, enforce and otherwise handle all questions and issues related to or arising under this Agreement. Interpretation and application of this Online Selling Policy shall be made exclusively by Emgee Trading bvba in its sole and absolute discretion.

Authorized Retailers intending to sell Our Products online must notify Us before selling any Product online and are required to identify themselves as an Online Retailer with Us. After notifying Us that You intend to sell the Products online, You must (i) register all domain name(s) You intend to sell the Product under and (ii) agree not to sell the Products through any online auction sites, marketplaces, discount sites or in any manner that violates this Agreement.

As an authorized Online Retailer, You may sell Our Products to end-user consumers via the internet solely on your own hosted website (s) and such other hosted websites as may be approved in writing from time to time by Us. You agree that You shall not, and nothing in this Agreement shall be construed to grant You the right, to advertise, sell or offer to sell any Products from any website other than an authorized website, or via any third-party hosted platform(s) including, but not limited to, Amazon.com, bol.com, Ebay or Zooplus.

We will maintain the Celtic Connection Holistic Pet Food website(s) on Our server(s). We will do Our utmost to inform You of any changes We make to these, however, We reserve the right to make changes to Our website(s) and Product(s), including retail price changes, as We deem necessary and at Our sole discretion and without any advance notice.

The Company's website may show additional Products that may not be available for wholesale trade.

## **TRADEMARKS AND INTELLECTUAL PROPERTY**

You acknowledge and agree that We (and Linda M. Gould) are the exclusive owner of all rights in and to all trademarks, marks, trade names, copyrights, patents (pending or approved), designs, logos, work in progress, and other intellectual property rights of any type or nature associated with or included with the Products, including without limitation, any documentation concerning the use, development, manufacture, sale or marketing of the Products (the "Intellectual Property"). You shall not modify, disassemble, decompile, adapt, alter, translate, or create derivative works from any materials associated or included with, or embedded into, any Product. You may not register or use either the Celtic Connection Holistic Pet Food trademark or an abbreviation of its trademark as part of an internet domain name. All Celtic Connection Holistic Pet Food trademarks, logos, marketing materials, slogans/taglines, website and its Products are part of the Celtic Connection Holistic Pet Food brand and included in the definition of Intellectual Property. You agree that any use of the Intellectual Property of Emgee Trading bvba shall inure to the exclusive benefit of Emgee Trading bvba/ Celtic Connection Holistic Pet Food and You hereby assign to Emgee Trading bvba/ Celtic Connection Holistic Pet Food Ltd any rights or interest it may acquire in the Intellectual Property, if any.

In all instances where both Emgee Trading bvba's trademarks and Your trademark or trade name appear in the same promotional materials, You acknowledge that the use of the Celtic Connection Holistic Pet Food trademarks shall always be distinct from the use of Authorized Retailer's trademark or trade name. You shall include a trademark legend with any online publication indicating that the trademark is that of Celtic Connection Holistic

# *Emgee Trading bvba*

Purveyors of Natural, Holistic & Innovative Pet Products

Pet Food, used under license.

You agree that You will not sell or display any Products that infringe upon Emgee Trading bvba's trademarks. To avoid consumer confusion, You will not advertise, sell, or display non-Celtic Connection Holistic Pet Food Products together with Celtic Connection Holistic Pet Food Products in a manner that would create the impression that the non-Celtic Connection Holistic Pet Food Products are made by, endorsed by, or associated with Emgee Trading bvba and/or Celtic Connection Holistic Pet Food Ltd.

Subject to the foregoing, We grant You a limited non-exclusive right to use Our trademarks solely in connection with the advertising, marketing and sale of the Products. You will not do anything to compromise the Company's rights in and to its trademark, nor adapt, use, file or attempt to file anywhere in the world any trademarks, trade names, patents, logos or other Intellectual Property which are identical or confusingly similar to Our Intellectual Property. Upon termination of this Agreement, all rights granted herein shall be immediately revoked without the need for any further writing, and You shall immediately discontinue use of Our trademarks, including, but not limited to, any online display or any use which We may have previously authorized.

This Agreement applies to all advertisements of Our Products in any and all media of every nature and description and is not limited exclusively to internet sales. This includes, without limitation, advertising inserts, newspapers, magazines, direct mail solicitation, catalogues (print and online), public signage, television, radio, e-mail, telephone, facsimile, short message service (SMS), multimedia message service (MMS), internet websites, social networking sites (including, but not limited to, Google, Twitter, MySpace, YouTube, LinkedIn, Instagram and Facebook), price comparison websites, search engines, and other e-commerce platforms, flyers, posters, coupons, brochures, ads of any type or method, including banner advertisements, which utilize hypertext transfer protocol (http), and any link.

Emgee Trading bvba/ Linda M. Gould may revoke Your ability to use its trademark at any time for any reason whatsoever and at Our sole and absolute discretion.

## **DISPUTES**

These terms and conditions are governed by the laws of Belgium and You irrevocably and unconditionally consent to the exclusive jurisdiction of the courts located in the arrondissement of Hasselt, for any actions, suits or proceedings arising out of or related to this Agreement.

If Your account is placed in the hands of an attorney or other third party for collection, whether or not a suit is filed, You agree to reimburse the Company its reasonable attorneys' fees as well as other costs of collection and any resulting litigation expenses. In the event of the collection of past due monies, the jurisdiction and venue for such legal action shall be exclusively the civil courts in the arrondissement of Hasselt, Belgium.

Any legal action against Emgee Trading bvba/ Celtic Connection Holistic Pet Food Ltd arising out of this Agreement must be commenced within one (1) year from the date such action could first be brought or be forever barred.

These Terms and Conditions have been drawn up and concluded in English. They may be translated into any other language for practical purposes, but the English version shall prevail in the event of any dispute or doubt.

## **CONFIDENTIALITY**

All non-public information regarding Our Products (including pricing) is confidential.

## **DIVISIBILITY**

If any part or any clause of the present Terms and Conditions is for whatever reason found to be invalid or unenforceable, the remaining parts or clauses shall not be affected by this and shall remain valid and enforceable as if the invalid or unenforceable parts or clauses were not part of the present Terms and Conditions. Any such part or clause shall be replaced by a provision which, inasmuch as this is legally possible, comes closest to what the Parties aimed at in the part or clause concerned.