

TTS Terms and Conditions for Resellers (effective from April 2019)

Please read the Conditions carefully before ordering any Goods from TTS. You agree to be bound by the Conditions upon ordering any Goods.

As a Reseller of the Goods, these conditions apply, together with the TTS Ts & Cs of Sale (available at www.tts-group.co.uk or copy available on request).

1. DEFINITIONS

The terms in these TTS Terms and Conditions for Resellers shall have the same meaning as those contained in the TTS Terms and Conditions of Sale, unless expressly stated otherwise.

- “Active Sales” means sales made by actively approaching individual customers by, for instance, direct mail, personal visits, advertising in media or other promotions specifically targeted at customers within that territory, including (but not limited to) online advertising targeting customers within a specific territory;
- “Conditions” means the TTS Ts & Cs of Sale, together with these TTS Ts & Cs for Resellers;
- “Passive Sales” means sales in response to unsolicited requests from customers, including delivery of Goods to such customers. Sales generated by general advertising or promotion in the media or on the Internet (save where Internet sales have been tailored to or targeted at such territories) that reaches customers in other Resellers’ exclusive territories, but is at the same time a reasonable way to reach customers outside those territories (for instance, in non-exclusive territories or in the Territory), are passive sales;
- “Reseller” means a Business that purchases the Goods with the intention of selling them, rather than using them;
- “Term” means the term of the contract(s) between us, as agreed in writing between us or, in the absence of such written agreement, the term shall mean a period of three (3) years from commencement of that contract;
- “Territory” means the territory you may promote the sale of the Goods in, specified by TTS from time to time;
- “TTS Ts & Cs for Resellers” means these TTS Terms and Conditions for Resellers;
- “TTS Ts & Cs of Sale” means the TTS Terms and Conditions of Sale which are located on the Site; and
- “TTS IPR” means, if you are a Reseller, any logo, image or advertising material we agree to you using in order to promote the Goods for resale.

2. MINIMUM ORDER VALUE

You agree that each Order you place will have a minimum order value of £1,000.

3. CANCELLATION AND RETURN

Your rights for cancellation and return of the Goods are set out in the TTS Ts & Cs of Sale. Any Goods returned without prior authorisation from TTS will be refused and associated costs incurred by us will be charged to you.

4. TERRITORY

4.1 Subject to the provisions of clauses 4.2 and 4.3, you agree that you must not pursue Active Sales of the Goods outside the Territory for the Term, due to all other territories being reserved for either: (a) exclusive distributors; or (b) TTS itself.

4.2 If the Territory is within the EU:

- 4.2.1 you must not make Active Sales outside the Territory; and
4.2.2 there is no restriction placed upon you for Passive Sales.

4.3 If the Territory is outside the EU:

- 4.3.1 you must not make Active Sales outside the Territory; and

4.3.2 you must not make Passive Sales outside the Territory.

5. LOCAL LAWS

The Goods comply with all applicable statutory and regulatory requirements for selling the Goods in the United Kingdom. You shall be responsible for ensuring the Goods comply with any legislation or regulations governing the sale of the Goods into the country of destination, if this is not the United Kingdom.

6. DIRECT DELIVERY FURNITURE

6.1 Clause 7.7 of the TTS Standard Terms and Conditions of Sale shall not apply to any direct delivery furniture.

6.2 In accordance with Incoterms 2010, TTS' standard trading terms for direct delivery furniture items is FCA Manufacturer, UK. Risk in the direct delivery furniture items passes to You at the time of loading at the manufacturer's premises. TTS shall notify You of the manufacturer's address [at the time You place an Order].

6.3 We will confirm to You [via email] the period during which You must arrange collection of the direct delivery furniture items ("Collection Period"). Time shall be of the essence for collection. If You fail to collect the direct delivery furniture items within the Collection Period, TTS shall invoice You for any additional charges incurred from the manufacturer, which may include, but will not be limited to, storage charges and administration fees.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 We grant you a non-exclusive licence to use the TTS IPR, in the Territory, solely for the purpose of advertising the Goods for resale and for no other purpose, subject to the provisions of clauses 7.3 – 7.7 below.

7.2 A selection of logos, images, advertising material and other TTS IPR will be made available to you once you have placed the Order as a Reseller.

7.3 You will comply strictly with any directions from us from time to time regarding the form and manner of the application or use of the TTS IPR.

7.4 You acknowledge and agree that all intellectual property rights of any nature and howsoever arising, and all other rights in and to the TTS IPR, are and shall remain the property of TTS and you gain no such rights in or to the same. You further acknowledge and agree that any goodwill derived from the use by you of the TTS IPR accrues to TTS. You undertake to immediately execute any deed or document and do anything reasonably required by us to give effect to the provisions of this clause.

7.5 You agree not to do or omit to do anything which may diminish our rights in the TTS IPR and undertake to ensure that your use of the TTS IPR shall in no way reduce or diminish the reputation, image and prestige of TTS.

7.6 You agree to promptly notify us of any attack on the validity of our intellectual property rights in the TTS IPR or of any actual or suspected infringement of any such rights.

7.7 You agree to indemnify and keep indemnified TTS against all claims, liabilities, proceedings, demands, costs (including legal costs on an indemnity basis) and expenses arising out of your use of the TTS IPR in contravention of the terms of these Conditions.

8. INTERNET SELLING POLICY

8.1 The TTS IPR are used in connection with products and services worldwide to signify the quality and excellence for which TTS is known. TTS has obtained valuable rights through proper and

continuous use of its trademarks. Adherence to the following usage guidelines will help to maintain the integrity of our brand and preserve its value.

- 8.2 TTS may terminate immediately any contract (in whole or part) with any Resellers thought to be in breach of the restrictions outlined below.
- 8.3 Please note the following restrictions for promotions which you may run:
 - 8.3.1 you are not allowed to use TTS IPR or misspellings of TTS IPR in paid search activity;
 - 8.3.2 TTS IPR are permitted in the subfolder of search engine adverts but are **NOT** to be used in the domain or sub-domain of any pay per click adverts. For example www.yoursite.com/TTSGroup is permitted, but www.TTSGroup-yoursite.com is prohibited; and
 - 8.3.3 you are not to combine the TTS IPR with the words “sale”, “cheap”, “discount” or any other similar term in search activity.
- 8.4 If you are in any doubt about the activity you are currently running, or you are planning future activity and are unsure if this is allowed, please contact us for clarification.

9. **NON-ASSIGNMENT**

Any contract between us shall not be assigned by either party without the prior written consent of the other party. Any such attempt to assign shall be void.

10. **TERMINATION**

TTS shall be entitled at any time to terminate any contract immediately on notice to you. You have the right to terminate any contract by providing not less than three (3) months' notice in writing to TTS. In the event of any termination of any such contract you will immediately cease to use the TTS IPR and all accrued rights of the parties pursuant to such contract shall remain unaffected.