Branded
Furniture
Co.

The Branded Furniture Company Limited

Distribution Agreement

1. Interpretation

1.1. In these Terms:

1.1.1.	**"Brand"**	means the brand of the products being supplied under license by the License Holder, including all associated names, logos and trade marks (whether registered or unregistered) and all goodwill generated in connection with the same;
1.1.2.	**"Brand Guidelines"**	means the guidance provided by the Brand to the License Holder on usage of the Brand's Intellectual Property and marketing materials. This will be supplied to the Distributor in PDF or Word format and available via the License Holder's website portal.
1.1.3.	**"Branded Product"**	means product supplied by the License Holder to the Distributor which is branded with Intellectual Property of the Brand under license by the License Holder.
1.1.4.	**"Distributor"**	means a furniture retailer which has been granted approval by the License Holder to distribute their branded products.
1.1.5.	**"License Holder"**	means The Branded Furniture Company Limited, a company incorporated in England and Wales with company number 11446165, whose registered office is at Orchard Way, Calladine Business Park, Sutton in Ashfield, Nottinghamshire, NG17 1JU;
1.1.6.	**"Marketing Materials"**	means assets supplied by the License Holder to the Distributor to assist in the promotion of the Branded Products. This could include for example; Photography, Product Copy, Social Media Graphics, Printed Point of Sale.
1.1.7.	**"Terms and Conditions of Supply"**	means the separately supplied contract outlining the basis of supply between the Distributor (Buyer) and License Holder (Seller).
1.1.8.	**"Visual Merchandising Guidelines"**	means criteria on how the License Holder expects Branded Product to be presented in a Distributor's store. This will be supplied to the Distributor in PDF or Word format and available via the License Holder's website portal.
1.1.9.	**"Wholesale Value"**	means the price at which the Distributor purchases Branded Product from the License Holder, excluding VAT.

2. Basis of the Distribution Agreement

2.1. The Distributor shall meet specified criteria of the License Holder for the continued rights to distribute products and/or promote products of the Brand supplied by the License Holder.

3. Granted Rights of Distribution

3.1. It is at the sole discretion of the License Holder for the granting of rights to distribute their products.

3.2. Unless specified otherwise in writing, rights to distribute are granted on a non-exclusive basis. The License Holder will act in the best interest of Distributors by ensuring adequate territorial distance between Distributor's stores. It is at the sole discretion of the License Holder to deem appropriate distance between Distributor stores.

3.3. Distributor is only granted rights to list product ranges on their website which have been purchased and are actively displayed within their store.

3.4. License Holder's delivery obligations are fulfilled only upon delivery of Products to Distributor's designated warehouse. License Holder shall have no obligation to deliver Products to any third-party carrier, freight forwarder, consolidator, or other logistics provider designated by Distributor's unless otherwise agreed in writing.

4. Distributor Minimum Requirements

4.1. Set out below are the minimum requirements a Distributor must meet for approval and continued distribution rights of products supplied by the License Holder.

4.2. Bricks & Mortar Store

4.2.1. Unless specifically agreed by the License Holder, the Distributor must operate from and make Branded Product available to view from a physical bricks and mortar store.

4.2.2. The store must be well maintained internally and externally, and deemed by the License Holder as in alignment with the Brand's own expectations, in accordance with their Brand Guidelines.

4.3. In-Store Presentation

4.3.1. Branded Product should be presented in-store in accordance with the Visual Merchandising Guidelines supplied by the License Holder to the Distributor. These guidelines may also specify a minimum requirement for number of Branded Product displayed.

4.4. Branding & Marketing

4.4.1. The Distributor's own brand must be deemed by the License Holder as being in alignment with the Brand's own expectations, in accordance with their Brand Guidelines.

4.4.2. All promotion by the Distributor of the Branded Product must only use approved Marketing Assets supplied by the License Holder. The Distributor should ensure it remains up-to-date with the latest Marketing Materials supplied by the License Holder.

4.4.3. If the Distributor operates a website from which it intends to promote the Branded Products, it should clearly categorise the Branded Product, to ensure it's obviously separable vs other

branded or white label product. Ideally this would mean the creation of a dedicated landing page for the Brand. The website must also be secure and be compliant with all relevant legislation for protecting user data.

4.4.4. If the Distributor wishes to create their own marketing materials for promotion of the Branded Products, these must be submitted for approval to the License Holder, who shall respond in a timely manner. All marketing created by the Distributor should seek to demonstrate clearly the important messages for the appropriate Brand, for instance demonstrating product features & benefits and/or telling the brand story as set out within Brand Guidelines.

Marketing should not focus solely on discount, as this may pose potential risk to the image of the Brand.

In the instance Distributor marketing materials are not approved, the License Holder will provide clear feedback and offer support to work towards approval.

4.5. Minimum Purchase Quantities

4.5.1. It is expected that the Distributor will achieve sales of at least £30,000 Wholesale Value per calendar year.

5. Termination

5.1. In the event the Distributor is in breach of any clause as set out within this agreement, the License Holder reserves the right to Terminate supply of the Branded Product as per clause 15 in the Terms and Conditions of Supply.