

Water2Buy Limited V 1.0

Authorised Reseller Agreement

**Water2Buy Limited
Authorised Reseller
Agreement**

THIS AGREEMENT is between:

1. **Water2Buy Limited**, a company incorporated in Ireland with its registered office **European Fulfillment Center, Unit 1 The Business Center, Northwest Business Park 3, Ballycoolin, Dublin 15, Ireland**("Pro" or "**We**" or "**Us**"); and

2. The Pro ("**You**").

and We and You are collectively referred to as the "**parties**".

We produce and supply high-quality consumer electronic products through a Selective Distribution System. You have confirmed to Us that You have expertise in the installation of heating and domestic products and that You satisfy the Authorised Reseller Criteria – Trade Resale.

1. Appointment as an authorised Reseller for Trade Resale

1.1 You confirm the accuracy of information provided to Us in Your application to Us to become an Authorised Reseller as a **Water2buy Pro**, and on which information We are relying.

1.2 We now appoint You as an Authorised Reseller that may procure Products from Us or any Authorised Reseller and conduct Trade Resale (a "**Water2buyPro**"), on the terms of this Agreement.

1.3 You acknowledge that You have been authorised to participate in the **Water2Buy** Network for Trade Resale only. If You wish to sell the Product(s) without an Installation Service, You must satisfy the Authorised Reseller Criteria - Retail (available from **Water2buy**) and enter a separate agreement with Us governing retail sales.

1.4 If you offer Your services on the internet, You may offer the Products with an Installation Service, but you may not sell the Products on the internet without an Installation Service unless We first verify whether You satisfy the Authorised Reseller Criteria – Online Sales (available from **Water2buy** and You enter a separate agreement with Us governing online sales without installation.

1.5 You agree not to sell Products to any person or company for resale by that third party unless such third party is an Authorised Reseller in the **Water2Buy** Network. You will not offer for

sale a Product with a **Water2Buy** trademark that You obtained from a source other than Us or an Authorised Reseller.

2. Your Obligations

You will:

2.1 promote, demonstrate, sell and install the Product with care and diligence;

2.2 provide the End User with a high-quality customer experience including pre- sale Product information, Installation Service and post-supply customer service;

2.3 inform Us promptly of any material complaints and safety concerns which You receive about the Products;

2.4 maintain complete records of sales and Installation Services including the date of each transaction, the name and address of the End User, and the unique serial numbers of Products sold, sufficiently detailed to allow a product recall to be implemented if necessary;

2.5 not describe yourself as **Water2Buy** agent, or hold Yourself out as having any authority to bind Us;

2.6 keep confidential all non-public information that We disclose to You about Us or Our customers, Products, intellectual property or business (including the contents of this Agreement), and where You have signed an NDA with Us, You must continue to observe the terms of that NDA;

2.7 comply with and satisfy the Authorised Reseller Criteria - Trade Resale at all times;

2.8 maintain in force appropriate insurance for your operations, to include professional and public liability insurance, automobile insurance and, where required by law, employer liability insurance, and to provide evidence of such insurance to **Water2Buy** when requested by **Water2Buy**;

2.9 fully comply with all applicable laws with respect to personal data of customers and End Users; and ensure that all Your employees and contractors comply with such laws; and

2.10 conduct Your operation at all times in accordance with all applicable laws, including anti-bribery laws. You acknowledge that We do not screen Authorised Resellers (installers / **Water2buy Pros**) for the legally mandated regulations, training, skills and certifications required to install Products in every jurisdiction, and as a professional installer, You acknowledge that it is Your responsibility to undertake Installation Services in compliance with relevant laws, regulations and certifications.

3. Use of Water2buys Goodwill and Intellectual Property

3.1 You recognise Our right, title and interest in all **Water2Buy** trademarks, tradenames, service marks, logos, trade dress, copyrights, and other intellectual property used on or in connection with the Products and affiliated software and services (collectively "**Water2Buy Intellectual Property**").

3.2 We grant You a limited non-exclusive, non-sublicensable and non-assignable license to use **Water2Buy** Brand Features in marketing and service literature solely for the purposes of offering and selling Products and Installation Services, in accordance with the terms of this Agreement, including the obligations of Attachment 2 ("**Using Water2Buy Intellectual Property**"). In addition, any use by You of any **Water2Buy** Brand Features or Product images in paid media including television, out-of-home, national print, radio, digital advertising or marketing, or in any press release, will be subject to **Water2Buy** prior written approval in each instance. Except for the licenses expressly granted elsewhere in this Agreement, no licenses or other rights in or to **Water2Buy** patents, copyrights, trademarks, trade secrets, designs, software or services, or any other **Water2Buy** Intellectual Property, are granted. The license will automatically terminate when this Agreement terminates.

4. Indemnification

4.1 You agree to defend, indemnify and hold the **Water2Buy** Indemnified Parties harmless from any damages, liabilities, claims or demands (including costs and legal fees) made by any third party due to, or arising from (i) any breach by You or Your employees or Contractors of this Agreement; (ii) Your advertising and marketing activities, Your Installation Services (whether carried out by You or Your employees, contractors or agents); (iii) Your acts or omissions (or those of Your employees, contractors or agents) with respect to the Products or (iv) Your violation of any law or the rights of any third party.

In relation to this clause 4.1, You acknowledge that **Water2Buy** has no responsibility for the provision of Installation Services and You retain sole liability to End Users for Your Installation Services.

In this clause the "**Water2Buy Indemnified Parties**" means Us and **Water2Buy** Labs Inc., and Our and its affiliates, officers, directors, employees, agents, licensors, suppliers successors and assigns.

4.2 However, You will not be required to indemnify Us or the **Water2Buy** Indemnified Parties for any losses, damages, costs, penalties, fines or claims related to (i) Our design or manufacture of the Products; (ii) any alleged infringement by Us of the intellectual property rights of any third party, or (iii) any negligent or willful acts or omissions by a **Water2Buy** Indemnified Party.

4.3 Each party will promptly notify the other party upon learning of any claim, action or proceeding arising out of or relating to a breach subject to this indemnity, provided that Our delay or failure to do so will not relieve You of any of Your obligations under this clause.

4.4 For any claim defended by You, We may choose to be separately represented at our

own expense. You agree not to settle any such claim without **Water2Buy** prior written consent.

5. Limitation on Liability

You acknowledge and agree that We will not be responsible for:

5.1 any damages that You may incur from delayed shipment, Product failure, Product design, Product selection, or from any other cause whether liability is asserted in contract, tort (including negligence and strict product liability), warranty, under statute or otherwise;

5.2 loss of profit, loss of business, damage to reputation, or for any indirect, incidental, consequential or special damages of any kind (including without limitation), whether or not We were or should have been aware of the possibility of such potential loss or damage;

5.3 except as may be specifically stated herein, We disclaim any and all other warranties to You to the fullest extent permitted by law, including, without limitation, any express or implied warranties, arising by law, in contract, civil liability or in tort, or otherwise, including but not limited to any warranty of merchantability, satisfactory quality, fitness for a particular purpose, or non-infringement, and You hereby waive all other warranties, obligations, representations or liabilities. This will not affect the Limited Warranty provided by Us to End Users and

5.4 Our total liability to You or to any other party arising out of or under this Agreement or for breach of this Agreement by Us, whether in contract, tort (including without limitation negligence), strict liability or otherwise, will not exceed five thousand euro (€5,000.00).

6. Term of Agreement

6.1 This Agreement will be effective on its Commencement Date and will remain in effect through the end of the calendar year.

6.2 This Agreement will automatically renew for successive one year periods unless either party provides notice at least ten (10) days before December 31 of its intention not to renew for the succeeding year. This Agreement may be terminated at any time:

6.2.1 by Us immediately on Notice to You in the event of a breach by You of any clause of this Agreement; or

6.2.2 by Us or You, without having to give a reason, on thirty (30) days' Notice to the other party.

6.3 Any obligation previously incurred will survive termination or expiration of this Agreement. The provisions of clauses 1.1, 1.5, 2.6, 2.8, 2.9, 2.10, 4 (Indemnification), 5 (Limitation on Liability) and clause 7 (Miscellaneous Provisions) will survive any expiration or termination of this Agreement.

6.4 You specifically understand and agree that upon any breach by You of any provision of

this Agreement We may (in addition to terminating this Agreement) (i) preclude the further sale or provision of Products to You; (ii) require the return of any Products provided to You (subject to refund or partial refund); and/or (iii) suspend or terminate cooperation and support to You.

7. Miscellaneous Provisions

7.1 Assignment. You may not assign or transfer this Agreement or sub-contract any obligations without Our written authorisation.

7.2 Amendments. We may amend any Water2Buy policies, Our pricing and the Authorised Reseller Criteria at any time on Notice to You. We may discontinue the manufacture and supply of any Product, or amend or replace any Product at any time and We will have no liability to you for such discontinuance or change.

7.3 Severability. If at any time any provision of this Agreement is or becomes illegal or unenforceable such provision will be deemed amended to the extent necessary to render it legal and enforceable, and if not practicable it must be severed from this Agreement, and the remaining provisions will continue in full force and effect to the maximum extent consistent with the intent of the parties.

7.4 Entire Agreement. This Agreement (including the Attachments) sets out all terms agreed between the parties and supersedes all other agreements between the parties (except the NDA) relating to its subject matter. In entering into this Agreement neither We nor You has relied on, and neither We nor You will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in this Agreement.

7.5 Counterparts. This Agreement may be executed in any number of counterparts and by the parties to it in separate counterparts and all of such counterparts taken together will be deemed to constitute one and the same instrument.

7.6 Law and Forum. This Agreement will be governed by and construed in accordance with the laws of Ireland without regard for the conflicts of laws rules thereof. You agree that all controversies, disputes and claims arising out of this Agreement will be adjudicated exclusively by the courts of Ireland, except that a judgment may be enforced in any jurisdiction. Any claim or legal proceeding relating to this Agreement, must be commenced, if at all, within one (1) year of the date that the cause of action occurs.

7.7 Electronic Execution. In accordance with the Electronic Commerce Act, 2000 and European Directive 1999/93/EC, the parties hereby agree that they may execute this Agreement using electronic means including the use of electronic signatures by the parties, which the parties agree will have the full force and legal effect as if the electronic signatures were traditional hand-written signatures.

Without prejudice to the validity of any other form or manner of execution, the parties agree

that this Agreement will come into effect and be binding on the parties on completion of the following steps:

7.7.1 You submitting an application to Us requesting to become a **Water2Buy Pro**;

7.7.2 You submitting evidence to Us that You satisfy the Authorised Reseller Criteria and standards of a **Water2Buy Pro**;

7.7.3 You indicating to Us Your acceptance of the terms of this Agreement; and

7.7.4 Us sending a Confirmation Communication to You.

(Provided however that nothing in this clause will oblige Us to send a Confirmation Communication or enter into an agreement with You, which will be entirely at Our discretion).

7.8 Each party agrees that he or she has been authorised and has the authority to enter into this Agreement by means of electronic communication on behalf of the applicable party and intends to be bound by this Agreement.

7.9 You acknowledge that you have the ability to retain this Agreement for future reference either by printing it or by saving it.

IN WITNESS WHEREOF, the parties have executed this Agreement by electronic communication pursuant to the Electronic Commerce Act 2000.

Attachment 1 - Definitions

Authorised Reseller (or "AR") means a distributor, retailer or reseller that is a member of **Water2Buy Network** and is authorised to supply Products to End Users or at the retail level of trade, and includes a **Water2Buy Pro**;

Authorised Reseller Criteria - Trade Resale means the criteria for the appointment of Authorised Resellers to make Trade Resale of Products, a current copy of which is set out at Attachment 3. This Criteria may change from time to time at Our discretion;

Brand Features means the trade names, trademarks, logos, and other distinctive brand features associated with a Party.

Commencement Date means the date on which **Water2Buy** sends the Confirmation Communication to You;

Confirmation Communication means a written communication (which may be electronic, or in hard copy or in any other durable format) from **Water2Buy** to You confirming that (i) **Water2Buy** has received Your application to become a **Water2BuyPro** and Your written acceptance (which may be electronic, or in hard copy or in any other durable format) of the terms of this Agreement, and (ii) that **Water2Buy** thereby agrees to the terms of this Reseller Agreement as a legally

binding contract between **Water2Buy** and You;

End User means a customer who purchases the Product from You together with an Installation Service or who otherwise uses the Product;

Installation Service means the services of installing the Product(s) in a home or building;

Water2Buy Network means the Selective Distribution System established by **Water2Buy** for the distribution of the Products within the EU;

Notice means all notices required or permitted under this Agreement which must be in writing and delivered by mail, courier, or email, to the respective addresses set forth below or as otherwise provided by a Party to the other Party, effective on receipt, as verified by written or automated receipt or by electronic log

(as applicable);

Portal means the **Water2Buy** Pro Portal and its contents amended from time to time at Our sole discretion;

Product(s) means any one or more product(s) in Our then current product list for Authorised Resellers doing Trade Resale;

Selective Distribution System means a distribution system where the supplier undertakes to sell contract goods or services, whether directly or indirectly, only to distributors and resellers selected on the basis of specified criteria and where these distributors and resellers undertake not to sell such goods or services to unauthorised resellers within the territory reserved by the supplier to operate that system; and

Trade Resale means a sale of Product by You to (i) End Users or (ii) residential building owners and developers, in each instance together with an Installation Service provided by You.

Attachment 2

Using Water2Buy Property

The following guidelines must be followed when using **Water2Buy** Brand Features. These guidelines are in addition to those provided in connection with advertising of a **Water2Buy** product or service.

You will not use or register any Internet domain name containing any **Water2Buy** Brand Features. You will not post negative comments about **Water2Buy** on social media venues.

Water2Buy Brand Features must be reproduced exactly from artwork provided by

Water2Buy.

If the **Water2Buy** logo appears on Your stationery or business cards, the words "**Water2Buy Professional**", "**Authorised Reseller**" or "**Licensee**" must follow it, as applicable. This can be done by using artwork provided by **Water2Buy**.

There must be no confusion with which entity the customer is dealing. Your company's name must be the most prominently displayed as necessary. The **Water2Buy** logo may not be the only source identifier on an advertisement.

The **Water2Buy** logo must not be used in combination with another mark in a manner that the marks appear to be joined or associated in any way. Ample space must appear between the two marks to distinguish them as separate entities.

The **Water2Buy** logo or any **Water2Buy** product marks may not be used in a way that will dilute or diminish its value, such as on others' goods or in any non-approved form.

A superscript indicating a registered trademark (®) or trademark (™) or service mark (™) symbol must appear next to all marks in all printed literature. **Water2Buy** can advise on proper trademark superscript designation. All marks must be capitalised, italicised, or bolded or otherwise treated with prominence.

Attachment 3

Authorised Reseller Trade Criteria

These factors are applied in total by **Water2Buy** to select appropriate distributors of Product to end user customers. **Water2Buy** reserves the right to apply these factors in its sole discretion and to modify them from time to time.

1. **Portfolio of comparable products.** Reseller must only feature Products in its marketing materials alongside products from other reputable manufacturers and of a quality at least comparable to that of Products.

2. **Qualified Installers.** Reseller must have and maintain a workforce of properly trained and qualified installers with broad in-home electrical and heating expertise. Reseller must take steps to ensure that installers only work on jobs for which they are properly certified under all applicable local regulations. Installers must be basically equipped and trained to handle routine information technology issues, such as assisting a customer with attaching a Product to a WiFi network.

3. **Installation Services.** Reseller must be able to and must perform quality installation of Product in a variety of home environments, including scheduling, removal of existing equipment, installation of Product, diagnosis of incompatibilities and or need for modified installation, equipment setup, and customer support in-home. Reseller must contact the customer to schedule an expeditious installation within 48 hours of this customer's initial request.

- 4. Training.** Reseller must ensure that a sufficient number of consumer facing staff and installers have completed Product training (including refresher training) and are sufficiently familiar with the specification, features and use of the Products to deal with queries from customers.
- 5. Demonstration Samples.** If Reseller carries demonstration sample of Products Reseller is authorised to sell, it must be in perfect condition and fully functional.
- 6. Number of Personnel.** Reseller must employ and ensure the presence of a sufficient number of readily accessible personnel to satisfy installation needs of customers purchasing the Products, in line with required service levels.
- 7. Demand generation.** Reseller will promote **Water2Buy** within its standard marketing materials and activity. The Reseller will work with **Water2Buy** if it develops bespoke activity to drive demand for the Products.
- 8. Inventory.** Reseller must maintain an adequate supply of the Products to satisfy the demand of its customers. Reseller must inform **Water2Buy** (including through an authorised wholesaler) well in advance of any special advertising campaigns or other efforts by the Reseller that might create unexpected Demand (e.g. trade fair or exhibition).
- 9. Expeditious Delivery.** Reseller must use its best efforts to ensure expeditious delivery and installation of the Products, including sufficient inventory levels as outlined in paragraph 8.
- 10. Storage.** Products must be stored in line with storage standards for high-end consumer electronic products.
- 11. Transport.** Products must be transported between storage locations and to consumer homes in appropriate vehicles for high-end consumer electronic products.
- 12. Preserve and Enhance the Reputation and Goodwill of Water2Buy.** Reseller will preserve and enhance the reputation and goodwill of **Water2Buy** and the Products and avoid any illegal or unethical actions, including without limitation "**bait and switch**" practices. Reseller must not engage in unfair sales practices or make incorrect, deceptive or denigrating statements about **Water2Buy** or the Products.
- 13. Accurate Product Information.** Reseller, will not give customers or prospective customers any technical information or data on the Products that is inaccurate or in contradiction with the information published or authorised by **Water2Buy**.
- 14. Equal Priority for Water2Buy Products.** Reseller will not give less priority to the Products than to similar products of other manufacturers, in relation to the advertising, documentation, demonstration, presentation and display and more generally refrain from any discrimination of the Products compared to products of other manufacturers.

15. Depreciative Advertising. Reseller will not engage in any advertising of a nature which may depreciate the high quality brand image of the Products

16. After-sales. Reseller must provide dedicated after-sales services accessible via telephone or online, with a sufficient number of highly trained staff to manage customer queries and initial product fault resolution.

17. Local Language. Customer support services must be available at least in the Reseller's local language, and Reseller will use its best efforts to provide such services in other languages consistent with the delivery location of its customer.

18. Professionalism. Water2Buy values Reseller ability to perform installation services in a correct, automated, convenient, punctual, clean, customer-friendly, trustworthy, and generally quality manner. A Reseller that cannot maintain these standards will not qualify.