

SpaceKraft Terms and Conditions for Resellers (effective from October 2015)

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

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

1. DEFINITIONS

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

- “Conditions” means the SpaceKraft Ts & Cs of Sale, together with these SpaceKraft Ts & Cs for Resellers;
- “Reseller” means a Business that purchases the Goods with the intention of selling them, rather than using them;
- “SpaceKraft 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.
- “SpaceKraft Ts & Cs for Resellers” means these SpaceKraft Terms and Conditions for Resellers;
- “SpaceKraft Ts & Cs of Sale” means the SpaceKraft Terms and Conditions of Sale which are located on the Site;
- “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; and
- “Territory” means the territory you may promote the sale of the Goods in, specified by SpaceKraft from time to time;

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 SpaceKraft Ts & Cs of Sale. Any Goods returned without prior authorisation from SpaceKraft will be refused and associated costs incurred by us will be charged to you.

4. 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.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 We grant you a non-exclusive licence to use the SpaceKraft 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 5.3 – 5.7 below.
- 5.2 A selection of logos, images, advertising material and other SpaceKraft IPR will be made available to you once you have placed the Order as a Reseller.
- 5.3 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 SpaceKraft IPR.
- 5.4 You acknowledge and agree that all intellectual property rights of any nature and howsoever arising, and all other rights in and to the SpaceKraft IPR, are and shall remain the property of SpaceKraft 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 SpaceKraft IPR accrues to SpaceKraft. 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.

- 5.5 You agree not to do or omit to do anything which may diminish our rights in the SpaceKraft IPR and undertake to ensure that your use of the SpaceKraft IPR shall in no way reduce or diminish the reputation, image and prestige of SpaceKraft.
- 5.6 You agree to promptly notify us of any attack on the validity of our intellectual property rights in the SpaceKraft IPR or of any actual or suspected infringement of any such rights.
- 5.7 You agree to indemnify and keep indemnified SpaceKraft against all claims, liabilities, proceedings, demands, costs (including legal costs on an indemnity basis) and expenses arising out of your use of the SpaceKraft IPR in contravention of the terms of these Conditions.

6. INTERNET SELLING POLICY

- 6.1 The SpaceKraft IPR are used in connection with products and services worldwide to signify the quality and excellence for which SpaceKraft is known. SpaceKraft 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.
- 6.2 SpaceKraft may terminate immediately any contract (in whole or part) with any Resellers thought to be in breach of the restrictions outlined below.
- 6.3 Please note the following restrictions for promotions which you may run:
 - 6.3.1 you are not allowed to use SpaceKraft IPR or misspellings of SpaceKraft IPR in paid search activity;
 - 6.3.2 SpaceKraft 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; and
 - 6.3.3 you are not to combine the SpaceKraft IPR with the words “sale”, “cheap”, “discount” or any other similar term in search activity.
- 6.4 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.

7 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.

8 TERMINATION

SpaceKraft 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 SpaceKraft. In the event of any termination of any such contract you will immediately cease to use the SpaceKraft IPR and all accrued rights of the parties pursuant to such contract shall remain unaffected.