

Terms & Conditions Bathroom Collection

Please Note: In applying for an account you are declaring that you meet the following criteria:

You have a bathroom showroom and/or website

Your minimum annual spend on bathroom lighting is £1000

You agree to white label all products online or in-store with your own brand, names, and codes outlined here.

- 1. These terms and conditions apply to customers who have a valid account with the parent company of the "Bathroom Collection" proposition, Poole Lighting Limited (trading as Endon Lighting) ('Endon'). The terms and conditions of business that exist between us (as attached) are hereby varied to include these terms and conditions.
- 2. In using Endon Trade you are expressly accepting these terms and conditions. In purchasing products covered by the "Bathroom Collection" proposition, you accept, acknowledge and agree that these terms and conditions will form part of the terms and conditions of business that you are already party to in respect of our supply of Goods to you.
- 3. You hereby accept, acknowledge and agree to the following conditions and obligations as the onward seller of the Goods:
- (a) We, Endon, do not promote our trade name "Endon" as a retail brand in connection with our new "Bathroom Collection" catalogue to interior designers or consumers. Our business is in design, manufacture, procurement and wholesale distribution of products to buyers who are genuine trade and retail customers and who will themselves add value to our "Bathroom Collection" products by retailing our "Bathroom Collection" products in a suitable and appropriate manner under their own branding, product names, codes, EANs and descriptions. You are not permitted to and must not use, show, display, share, include or otherwise deal with our intellectual property or intellectual property rights relating to the our product range including, without limitation, the "Endon" or "Bathroom Collection" trademarks, logos or branding on the Goods in your sale or otherwise dealing with the Goods. This prohibition includes and applies to, but is not limited to, any of your marketing or other materials, any store based point of sale material, catalogues, websites, social media and any advertising.
- (b) You are not permitted to use, and must not use, show, display, share, include or otherwise deal with any of our product names, product codes, product references or barcodes/EANs in any of your marketing material, whether offline or online, including your own or related party websites.
- (c) You are not permitted to and must not use, show, display, share, include or otherwise deal or allow any of our product names, product codes, product references or barcodes/EANs to be locatable and/or searchable through any search engines such as Google, Google Shopping etc. This prohibition includes the use of our product codes, names, references or barcodes/EANs within the disk file name of the image or embedded within the metadata of any images/files.
- (d) We utilise a range of photographic images to promote our products to our buyers. We absolutely own and retain the images and copyright for all of our images, including product images, lifestyle images and other images featuring the Goods. Only at our sole and unfettered discretion (which, if exercised, will only be given in writing by us to you), may you use the said photography to retail online or offline Goods from the "Bathroom Collection" range.
- (e) It is your responsibility to ensure that any parties to whom you resell our "Bathroom Collection" Goods must also comply with these terms and conditions. If you, or any of your resellers or parties to whom you have sold our products, breach these terms, we shall have the right to immediately terminate your Endon account and cease supply of the Goods to you, without any recourse by you.

Company Reg No: 4740426 VAT No: 884251017