



Sarah Carroll Kelly, Shock Of Grey, 9 Mayfield Rd, Kilmainham, D08EFR5,
hello@shockofgrey.com

Terms of Trading Retailer Agreement

This Retailer Agreement (this "Agreement") is made effective as of January 1st 2023, between Shock of Grey, Dublin, Ireland ("Seller"), and Shops who we wholesale to ("Retailer").

ITEMS PURCHASED. Seller agrees to offer to Retailer for sale the following products (the "Goods") in accordance with the terms and conditions of this non-exclusive Agreement:

PRODUCT STANDARDS. The Goods shall comply with the specifications provided and will be passed by our internal quality control standards.

PRICING AND ORDERS. Goods will be ordered at prices and quantities as agreed to by the parties and subject to the terms and conditions of sale and shipment established by the Seller from time to time and in effect at the time Seller accepts the order. The Seller reserves the right to change prices upon reasonable notice to Retailer for subsequent purchases. The Seller agrees to exercise commercially reasonable best efforts to supply Goods to the Retailer in a timely fashion.

SALE OF PRODUCTS. The Seller agrees to sell Goods at the prices indicated herein in accordance with order procedures as may be reasonably communicated by the Seller from time to time. The Seller may amend prices upon notice to Retailer, provided any such amendment shall reflect similar prices applicable to the Goods and contemporaneously offered to other retailers similarly situated. Retailers to follow brand & display guidelines for Shock of Grey Goods.

TAXES. The parties agree that payment of any taxes levied on the Goods shall be the Retailer's responsibility, and the Retailer shall report and pay such taxes to the appropriate taxing authority as required by law.

TITLE/RISK OF LOSS. All Goods shall be sent in accordance with the Seller's then current shipping policies, including, without limitation, the use of cartons bearing external art work or labels as designated by the Seller. Retailer shall pay reasonable shipping costs in accordance with its shipping instructions, but the seller shall be responsible for packaging, shipping and safe delivery and shall bear all risk of damage or loss until the goods are delivered to the retailer's address.

Breakages/Damages must be reported within 3 working days by email only to returns@shockofgrey.com
All goods remain the property of Shock of Grey until paid for in full.

PAYMENT. Payment shall be made to Shock of Grey bank details, upon delivery of all Goods.

Payment terms for Goods purchased hereunder shall be Proforma on all first orders.

All Invoices must be paid within 30 calendar days.

New orders will not be commenced until all outstanding orders are paid for in full.

The seller will be entitled to remove any stocks after the payment has fallen due.

The Retailer shall pay all costs of collection, including without limitation, reasonable legal fees.

In addition to any other right or remedy provided by law, if the Retailer fails to pay for the Goods when due, the Seller has the option to treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and/or seek legal remedies.

All goods remain the property of Shock of Grey until paid for in full.

DELIVERY. Seller will make every effort to arrange for delivery in a timely fashion. However there may be instances where delivery is delayed due to circumstances outside the seller's control. Retailer is responsible for carriage costs.



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INSPECTION. The Retailer, upon receiving possession of the Goods, shall have 3 working days to inspect the Goods to determine if the Goods conform to the requirements of this Agreement. If the Retailer, in good faith, determines that all or a portion of the Goods are non-conforming, the Retailer may return the Goods to the Seller at the Seller's expense. The Retailer must provide written notice to the Seller of the reason for rejecting the Goods. The Seller will have 30 days from the return of the Goods to remedy such defects under the terms of this Agreement.

WARRANTIES. Retailer shall be entitled to any manufacturer warranties generally offered in connection with the products, subject to their terms and enforceability. The Seller warrants that the Goods shall be free of substantive defects in material and workmanship. The seller is not liable for any damage relating to wear or tear or damage as a result of mishandling. Returns within 3 days with proof and date of purchase. Notice to be provided in advance via email to the seller to returns@shockofgrey.com prior to dispatch. The seller is not liable for products damaged on the premises of the retailer. On return of the goods to be repaired, seller will review ability to repair, and cost of repair to include parts and labour and postage and will communicate to retailer via email before commencing repair. The retailer must confirm and agree costs via email and payment to be made prior to item being repaired.

Shock of Grey SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INTELLECTUAL PROPERTY. Retailer shall obtain no right, title or interest in or to any of the proprietary rights of the Seller, Goods manufacturers or their licensors, Imagery, model likeness, product shots including without limitation, rights in or to the trademarks, trade names, slogans, logos, copyrights and patents owned, registered, pending registration or used by any of them. Any such use of such intellectual property shall be by prior written consent and according to policies and guidelines communicated by the Seller.

TERMINATION. This Agreement may be terminated as to any party, for or without cause, upon 30 days written notice to the other.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The failure to make available or deliver the Goods in the time and manner provided for in this Agreement.

FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.



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ARBITRATION. For the benefit of the Seller, the parties irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with this agreement, including any question regarding its existence, validity, formation or termination. For these purposes, each party irrevocably submits to the jurisdiction of the Irish courts.

CONFIDENTIALITY. Both parties acknowledge that during the course of this Agreement, each may obtain confidential information. Both parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement.

ASSIGNMENT. Neither party may assign or transfer this Agreement without prior written consent of the other party, which consent shall not be unreasonably withheld.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so Limited.

APPLICABLE LAW. This Agreement shall be governed by the laws of the Republic of Ireland & the EU.



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Bank & Tax Details

Please make all bank transfers to
Bank Account Name Shock of Grey LTD
IBAN IE19AIBK93102057387054
BIC AIBKIE2D

PLEASE QUOTE INVOICE NUMBER ON ALL TRANSFERS

Company VAT No 4046618QH

Terms of Trading Summary- Full Terms of trading on footer of our website.

Proforma on 1 or 2 orders

Invoices must be paid within 30 days.

New orders will not be commenced until all outstanding orders are paid for in full.

Minimum order €300 at Markup rate of 2.3 & €500+ at 2.5

Carriage will be paid by buyer

Breakages/Damages must be reported within 3 working days by email only

Retailers to inform customers of care & storage instructions.

Retailers to follow brand & display guidelines.

Reservation of Title. These goods remain the property of Shock of Grey until paid for in full.