



Schedule of additional conditions for Jellycat Retailers

1. Definitions and rules of interpretation

1.1 In these Conditions, the following definitions and rules of interpretation apply:

“Agreement” means the agreement between IsAlbi and the Customer as amended from time to time and to which these Conditions are attached;

“Brand” means the trade mark “Jellycat” and the “Jellycat” logo, all Product names from time to time and any other brand name, trade mark, trade name, logo and/or get up used by Jellycat from time to time in connection with the Products;

“Brand Guidelines” means the guidelines in respect of the use of the Brand as may be either notified or provided to the Customer by IsAlbi or updated by Jellycat from time to time the initial version of which is in the attached Annexure;

“Business Day” means a day, other than a Saturday, Sunday or public holiday in Sydney, when banks in Sydney are open for business;

“Conditions” means the terms and conditions of sale set out in this document save to the extent that the terms of the Agreement are inconsistent;

“Contract” means the contract for the sale and purchase of the Products constituted by the Order and by IsAlbi’s acceptance of the Order in accordance with the Agreement, and which includes these Conditions;

“Customer” means the person or firm purchasing the Products from IsAlbi, including any person appointed as that person or firm’s agent for the purposes of communicating with IsAlbi in connection with the Order;

“IsAlbi” means IsAlbi Pty Ltd ABN 71 003 683 127;

“Jellycat” means JELLYCAT LIMITED, a company incorporated in England with company registration number 03591414 and having its registered office at Westworks Building, 195 Wood Lane, London, England, W12 7FQ;

“Order” means an order for the Products made by the Customer to IsAlbi;

“Products” means the Jellycat products to be supplied by IsAlbi to the Customer under the Agreement; and

“Territory” means that territory set out in the Order or if no territory is specified, Australia.

1.2 Clause headings shall not affect the interpretation of these Conditions.

In these Conditions, unless the context otherwise requires: words importing one gender shall be treated as importing any gender; words importing individuals shall be treated as importing corporations and vice versa; words importing the singular shall be treated as importing the plural and vice versa; a reference to a statute or other law shall include references to any amendment, modification, extension, consolidation, replacement or re-enactment of; and references to “include” and “including” (or any similar term), are not to be construed as implying any limitation.

2. Application and Selective Distribution

2.1 Unless otherwise agreed in writing by IsAlbi, these Conditions and the terms of the Agreement are the only terms and conditions upon which IsAlbi is prepared to sell the Products to the Customer.



- 2.2 The Agreement together with the accepted Order shall constitute the whole agreement between the Customer and IsAlbi and shall govern the Contract to the entire exclusion of any other terms and conditions (including those implied by trade, custom or practice). Any reference within the Order to the Customer's specification, quality manual, price list or like document shall be solely for the purpose of describing the Products to be supplied and no terms and conditions endorsed upon, delivered with or referred to in the Order shall apply to the Contract.
- 2.3 The Products have an international image of luxury and prestige and an excellent international reputation due to the high standard of their quality and presentation and the high level of service provided by Jellycat's distributors and retailers. In order to maintain the Products' international reputation and protect consumers' interest by providing access to the Products that are presented in a way that enhances their aura of luxury, Jellycat operates a selective distribution system. Jellycat and IsAlbi will entrust the Products only to those authorised retailers that, through the excellence of their image and reputation, the locations of their sales outlets, and the quality of their service, reflect the prestige of the Products. All provisions of these Conditions will be interpreted to this effect. The image, name and presentation of each of the Customer's authorised outlets and websites, as well as the service and advice provided by the Customer's sales personnel must project an image to the public that conforms with the prestige and international reputation of luxury soft toys, and must in no way whatsoever detract from this.
- 3. Basis of Sale**
- 3.1 Neither Jellycat's nor IsAlbi's employees or agents are authorised to make any representations concerning the Products unless confirmed by Jellycat or IsAlbi in writing. In entering into the Contract, the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 3.2 No variation to these Conditions or the Contract shall be binding unless agreed in writing between the authorised representatives of the Customer and IsAlbi.
- 3.3 Sales literature, price lists and other documents issued by Jellycat or IsAlbi in relation to the Products are subject to alteration without notice and do not constitute offers to sell the Products which are capable of acceptance.
- 3.4 An Order placed by the Customer may not be withdrawn, cancelled or altered prior to acceptance by IsAlbi and no contract for the sale of the Products shall be binding on IsAlbi unless and until the provisions in the Agreement relating to orders are satisfied.
- 3.5 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Jellycat or IsAlbi shall be subject to correction without any liability on the part of Jellycat or IsAlbi.
- 4. Orders**
- 4.1 No Order submitted by the Customer shall be deemed to be accepted by IsAlbi unless and until IsAlbi accepts the Order in writing by issuing an acceptance to the Customer (it may accept an Order in part only). Each Order shall be deemed a separate offer by the Customer to purchase the Products on the terms set out in these Conditions. IsAlbi and the Customer acknowledge and agree that each order made by the Customer, including multiple orders for the same Products, shall be treated as separate Orders for the purposes of these Conditions.
- 4.2 The specification for the Products shall be those set out in IsAlbi's sales documentation unless varied expressly by agreement in writing.



- 4.3 IsAlbi reserves the right to make any changes in the specification of the Products which are required to conform with any applicable safety or other statutory or regulatory requirements.
- 4.4 No Order which has been placed or accepted by IsAlbi may be cancelled by the Customer except with the agreement in writing of IsAlbi on the terms that the Customer shall indemnify IsAlbi in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by IsAlbi as a result of cancellation.
- 4.5 Whilst every effort will be made to fulfil the Order, the acceptance by IsAlbi of an Order shall not bind IsAlbi to fulfil that Order and IsAlbi shall not be liable for any losses incurred by the Customer (whether directly or indirectly) for any delay in or failure to make delivery of the Products.
- 5. Sale, Advertising and Promotion of Products**
- 5.1 IsAlbi has appointed the Customer, on a non-exclusive basis, as an approved retailer of the Products. The Customer agrees to resell the Products via those individual physical retail outlets and from its website set out in the approved Order to end consumers based in the Territory (or such other region approved by IsAlbi in writing) only. In addition, the Customer must not sell the Products via any third-party platforms and marketplaces including (without limitation) Amazon and eBay, or through any messaging apps including (without limitation) WhatsApp and Facebook Messenger. The Customer must not supply any replacement conformity certificates relating to any Brand products (or otherwise direct any end consumers to IsAlbi in respect of the same).
- 5.2 The Customer shall not sell the Products to any unauthorised wholesalers or retailers, but is only authorised to sell to end user consumers.
- 5.3 The Customer shall not, until it has been supplied with (and received) sufficient stocks of the relevant Product, offer any pre-sales of such Products to its customers.
- 5.4 The Customer must only use promotional, marketing and advertising material for the Products that were supplied by or have been approved in advance and in writing by IsAlbi. In addition, in respect of any new Products not launched, IsAlbi will use reasonable endeavours to notify the Customer of the intended launch date (which is subject to change) and until such launch date, no use of any promotional, marketing and advertising material of, or relating to, such Products, is permitted.
- 5.5 The Customer undertakes to observe all directions and instructions given to it by IsAlbi in relation to the advertising, marketing and promotion of the Products and not to place marketing and advertising material relating to the Products in a way that may damage the Brand or is otherwise aimed at consumers outside of the Territory. In addition, the Customer shall not make any disparaging comments about Jellycat or IsAlbi online (including on its social media platforms) or otherwise in any other communications.
- 5.6 The parties may agree from time to time on specific marketing activities or campaigns the cost of which shall be agreed by the parties in writing.
- 5.7 The Customer acknowledges that the Brand is well established as a luxury soft toy manufacturer and should be marketed as such. The Customer's attention is drawn to clause 2.3 of these Conditions.
- 5.8 The Customer shall comply with the Brand Guidelines in respect of the sale, marketing and promotion of the Products. In particular, all such promotional, marketing and advertising material which makes use of Jellycat's brand assets must comply with the Brand Guidelines. The Customer shall ensure all materials (including e-commerce and website pages) making use of the Brand have been approved in advance in writing by IsAlbi. The Customer undertakes not use any of the following words CHEAP, CHEAPEST, DISCOUNT, OUTLET, or any similar words, mark or sign in relation to any business, goods or services



provided by it under or in connection with the Contract and/or sale of the Products (including, without limitation, in any corporate or trading name, in any domain name, on any website, search terms, as a metatag or Adword, or in any social media account or other website page, as part of any promotional or other business material or publication and in any telephone or other directory listing).

5.9 The Customer shall, for the avoidance of doubt, determine at its sole discretion the price at which to sell the Products to its customers. However, IsAlbi may, from time to time, provide the Customer with recommended prices, which shall not be binding on the Customer.

6. Intellectual Property

6.1 IsAlbi hereby grants to the Customer the non-exclusive, revocable right in the Territory to use the marketing and advertising materials provided to it in the promotion, advertisement and sale of the Products on the condition that the Customer undertakes:

- (a) not to create products or materials that use the Brand without IsAlbi's prior written consent and not to use such products or materials unless such use has been approved by IsAlbi in advance in writing;
- (b) not to customise or alter the Products in any way, including (without limitation) by altering the fabric or adding or removing any features;
- (c) not to remove, obscure, alter, make any addition to or deface any Brand placed on the Products or any materials provided by IsAlbi, or to alter, make any addition to, remove or tamper with the labelling and packaging of the Products provided by IsAlbi;
- (d) not to apply any other trade marks to the Products and materials (save as may be expressly agreed otherwise in writing by IsAlbi);
- (e) not to apply to register any trade mark, trade name, domain name, word, logo or symbol similar to or so resembling the Brand as to be likely to cause deception or confusion;
- (f) not do anything which impairs the rights of Jellycat in the Brand or in any registrations or applications relating to the Brand or which prejudices, dilutes or reduces the commercial value, reputation or goodwill of the Brand;
- (g) not to stock or sell any Products that would breach the above provisions if such acts were done by the Customer; and
- (h) at all times to comply with the Brand Guidelines.

6.2 All representations of the Brand which the Customer intends to use must first be submitted to IsAlbi for approval and must not be used by the Customer until such approval is granted in writing.

6.3 Any and all goodwill arising as a result of the Contract and the advertisement and sale of the Products shall accrue solely to IsAlbi and Jellycat.

7. Termination at will and Consequences

7.1 The parties acknowledge and agree that nothing in these Conditions or the Agreement requires the Customer to buy any minimum annual quantity of Product (although individual minimum order sizes are prescribed) and therefore each party trades with each other on the understanding and agreement that this Agreement for the supply of Products is therefore terminable for convenience at any time by either party giving written notice to the other.



- 7.2 Notwithstanding IsAlbi's rights above, IsAlbi may at any time also suspend the supply of Products to the Customer if either the Customer is, or IsAlbi reasonably anticipates that the Customer is likely to be, in breach of its obligations under the Contract, until such point that the breach is remedied to IsAlbi's satisfaction or Jellycat has asked IsAlbi to suspend supply to the Customer for any reason.
- 7.3 If IsAlbi exercises its right of termination, the Customer shall: (a) immediately pay any money due to IsAlbi (under all Contracts relating to Jellycat Products); (b) immediately cease to use the Brand and any marketing and advertising material relating to the Products and, at its cost, destroy or deliver up (as directed by IsAlbi) all such materials; and (c) at IsAlbi's discretion: (i) sell—through any remaining stocks of the Products held by the Customer within the sell-off period notified by IsAlbi to the Customer (which in the absence of any notification will be 30 days); and/or (ii) only where requested by IsAlbi, return to IsAlbi all or those unsold Products held by the Customer that are in a brand new and resaleable condition (as determined by IsAlbi acting reasonably following its own inspection) at the Customer's expense or otherwise securely dispose of the stocks as IsAlbi may instruct (and the Customer shall evidence its compliance to IsAlbi). In respect of any Products approved for return, following receipt of those Products in a brand new and resaleable condition, IsAlbi will refund to the Customer the price paid for those Products returned (less any GST and expenses incurred in inspecting the Products or processing the refund).
- 7.4 Termination shall not affect the rights or liabilities of either party accrued prior to termination or expiry or any terms intended expressly or by implication to survive termination or expiry.
- 8. General**
- 8.1 IsAlbi shall be entitled to assign its rights and obligations set out in these Conditions. IsAlbi may also subcontract or delegate any of its obligations under these Conditions. The Customer shall not transfer its rights and/or obligations to third parties, whether in whole or in part, without IsAlbi's prior written consent.
- 8.2 Each party shall keep secret and confidential all information disclosed to it (whether in writing, verbally or otherwise) under or in connection with the Contract which is of a confidential or proprietary nature. The receiving party shall not use, disclose, exploit, copy or modify such confidential information except for the purposes of the proper performance of the Contract or with the prior written consent of the other party. Any such disclosure shall be made subject to obligations equivalent to those set out in these Conditions.
- 8.3 Notwithstanding clause 8.2, IsAlbi may make announcements relating to the existence of the Contract or its subject matter and make press releases or other publicity and enter into advertising and marketing in relation to the same.
- 8.4 The failure of either party to enforce or exercise at any time any term or any right under the Contract does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect that party's later right to enforce or to exercise it.
- 8.5 If any term of these Conditions is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from these Conditions and shall in no way affect the legality, validity or enforceability of the remaining terms provided that if any provision of these Conditions is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid.
- 8.6 Nothing in the Contract is intended to or shall operate to create a partnership or joint venture of any kind between the parties or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.



- 8.7 The Contract contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing.
- 8.8 Each party agrees that it has not relied upon, and will have no remedy in respect of, any representation, statement, assurance or warranty that is not expressly set out in these Conditions.
- 8.9 The Contract and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with the laws of New South Wales.
- 8.10 The parties irrevocably agree that the courts of New South Wales shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract.

The Customer hereby acknowledges and agrees to the Conditions set out above and the Brand Guidelines in the Annexure below by its duly authorised representatives signing on its behalf:

Signed for the Customer:

Signature

Signature

Print name

Print name

Date signed: _____





Annexure of Brand Guidelines: June 2022

As an approved official Jellycat retailer, we require the following brand guidelines to be respected and adhered to, ensuring you align with the Jellycat brand. Please note that these guidelines are incorporated into our supply of Product conditions (“Conditions”) and therefore form part of the agreement between us. You are advised to carefully review these guidelines and the Conditions (and in particular, clauses 5 and 6 of the Conditions). We reserve the right to update these Brand Guidelines from time to time.

References to “Brand” in these guidelines means the trade mark “Jellycat” and the “Jellycat” logo, all Jellycat product names and any other brand name, trade mark, trade name, logo used by Jellycat from time to time in connection with its products.

All Brands are trade marks and service marks of Jellycat Limited and can only be used in accordance with these guidelines and the Conditions.

1. Appearance and Brand Colours Usage

- Your attention is specifically drawn to clause 6.1 of the Conditions.
- You shall ensure that the presentation of the Brands shall be consistent with Jellycat’s own use of the Brands in comparable media.
- Do not:
 - o change the proportions, positioning or colours of the Brands (which includes the Jellycat cat and the Jellycat London text forming part of that logo);
 - o adapt the Brands into any other logos;
 - o reproduce the Brands on any packaging or products;
 - o use any Brand (including the Jellycat logo) on any bricks and mortar retail fascia or window signage, unless provisional design imagery is presented and fully approved in writing by either IsAlbi or Jellycat; Jellycat and IsAlbi reserve the right to request changes or removal at any time unless approved; or
 - o use any combination of Jellycat brand colours within any website/ digital design selling Jellycat toys nor on any physical usage- including but not limited to retail fascias, packaging items or merchandise items sold alongside Jellycat designs.
- Jellycat or IsAlbi may provide you with additional written guidelines for the size, typeface, colours and other graphic characteristics of the Brands from time to time which shall be deemed incorporated into these guidelines.

2. eCommerce and Retail Outlet Sales

- Your attention is specifically drawn to clause 5.1 of the Conditions.
- You are only entitled to retail products via those eCommerce platforms/websites and physical retail outlets set out in the relevant approved Order.
- You shall prevent digital false advertising of Jellycat or IsAlbi products to avoid consumer misinterpretation, for example: the size of the item which is being advertised in relation to the item they will receive upon purchase, or whether the image contains a book and a toy, but does not clearly state that ‘items are sold separately’.
- You must ensure that you comply with your obligations at law when selling online (and advertising Jellycat or IsAlbi products online), including under the Australian Consumer Law.

3. 3rd Party Platform Selling

- Your attention is specifically drawn to clause 5.1 of the Conditions.
- You must not sell Jellycat products on any third-party platform including social media, Whatsapp groups or any similar platform.
- Stockists must not knowingly sell Jellycat items to a person or company who intends to sell on, using such associated third-party platforms. As a reminder, you are authorised to sell directly to consumers (and not wholesalers, resellers or retailers) only.
- You must not request declarations of conformity on behalf of your customers- please redirect them to an IsAlbi or Jellycat representative.



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87 Chiffley Drive Preston VIC 3072 Australia
ABN: 71 003 683 127



4. Social Media

- Your attention is specifically drawn to clause 5.4 of the Conditions.
- You must not disclose, forward or share any imagery or information of any of Jellycat's or IsAlbi's new collection launches on any social media platforms or public forums before the specified Jellycat or IsAlbi launch date.
- You must not share any internal emails or communication exchanged with IsAlbi's or Jellycat's representatives directly on to your social media platform.
- You must not set up accounts which include the name of any Brands (including the word "Jellycat") or "jelly" in the handle/ account identity.
- Jellycat asks stockists to respect in any communication or social media post, the uplifting and playful spirit in which its toys were created.

5. Digital Assets

Digital assets of Jellycat products are available upon request via IsAlbi.

- You acknowledge and agree that such assets are the copyright of Jellycat and if made available to you, Jellycat and/or IsAlbi are doing so at their absolute discretion (which they may revoke at any time).
- You shall not pass on any digital assets to any 3rd party for usage.
- You must not use any Jellycat intellectual property (including any Brands) in connection with, or as part of a replica or similar product and/or sale of non-Jellycat products.

If you are creating your own digital assets for eCommerce purposes, we ask that you:

- Take care in the presentation of the product; eyes are fully identifiable; fur is shaken out and colour is depicted on screen as per in real life.

6. In-store Merchandising

- Hanging kimbles should not be added to merchandise Jellycat products, where it can be avoided; any designs that are intended to be hung will come with a method by which it should be hung.
- Jellycat best practice visual merchandising guidance may be made available by request through IsAlbi.

7. Consumer Experience

- Stockists must manage and take responsibility for the customer service facing relationship with the consumer in relation to your Jellycat sales, seeking advice and guidance from IsAlbi or Jellycat when necessary but not relinquishing partnership responsibility.