



gNappies retailer agreement

Welcome! We're so happy to have you as a gTailer! We love and want to support small, ambitious business. We're a small business ourselves, so we understand the labour of love, the risks, and the time and energy it requires to build a business you believe in. We are proud of our products and our brand and want to work with you to grow in the right way. So we have put together an agreement that protects this brand and allows us to grow our joint business sustainably into the future.

As a retailer for gNappies, we ask that you review the agreement below and sign and send back to us.

- You commit to respecting our brand and products and using approved images that will be provided to you for the promotion of gNappies products. Please do not use any other than approved images, copy and logo to promote our products on your site, networking sites or in any marketing materials.
- To be a gNappies retailer your retail product offering must include more than gNappies products.
- To be a gNappies retailer you must stock gNappies Disposable Inserts. Washable cloth inserts are optional.
- Minimum suggested retail prices, specified on our price list, are subject to change at any time. We will inform you if this should be the case.
- We will work on joint promotions, and you agree not to undertake price promotions of our products without our agreement.
- Order minimums are two hundred and fifty dollars (USD \$250). You will pay for your orders to be shipped to you, either by your own transport company, or by ours and we will charge you at cost.
- We prefer orders a week in advance of delivery date, but can usually deliver in a few days. If you have an urgent situation, please contact us and we will do our best to accommodate you.
- Orders must be placed and paid for via the gNappies Wholesale cart at wholesale.gnappies.com. Currently we can take Visa and Mastercard.
- You may not transfer, sell or exchange your stock of products to another retailer without our express written consent.
- gNappies products purchased at wholesale may not be up-cycled and then resold or distributed ("up-cycling" by definition is intended for products that are already in the market or after). Selling gNappies products bought at wholesale and then altered/up-cycled will result in termination of wholesale privileges.
- If you have not placed an order in six (6) months, your account will be deemed inactive, will be removed from our system and the present agreement will be terminated without indemnity or notice.
- All sales of gNappies products are restricted within territorial boundaries. We require that this be clearly indicated on your website if applicable.

This agreement shall come into effect on the date it is signed and shall remain in full force for a period of one (1) year from such date. Upon its expiry, this agreement shall automatically be renewed for additional one (1) year periods unless one party gives the other a written notice of non-renewal at least thirty (30) days prior to the expiry of this agreement or any such renewal. In

the event of default or non-execution of one or any of the terms herein, or any other of gNappies/gDiapers policies, we have the right to terminate the present agreement without notice.

Our failure to act upon any breach by you of any term, obligation or condition herein contained shall not be deemed a waiver of such term, covenant, or condition or of any subsequent breach if same or of any other term, obligation or condition herein contained. No obligation, term or condition of this agreement shall be deemed to have been waived by gDiapers unless such waiver is in writing. In the event of cancellation, non-renewal or expiry of the agreement, you hereby expressly undertake not to, directly or indirectly, in any manner whatsoever, sell, purchase, distribute or promote products associated with the trademark gNappies or gDiapers, associated with gNappies products or confusing the same.

Please note this agreement must be abided by yourself, your employees and your co-workers; your signature represents the whole staff of your company. Your signature below acknowledges you have read and understand all of the above, have had the opportunity to ask for any clarifications and/or explanations required and accept and agree to respect the policies set forward in this agreement.

Company name: _____

Date: _____

Name of Authorized
Company Representative: _____

Signature: _____

Please feel welcome to contact us with questions. Orders@gnappies.com Thank you!