



*Power Behind Brands*

## ULTRA SPORT EUROPE LTD (USE) ONLINE STANDARDS

Note: In this document any reference to USE products or brands is a reference to any and all brands currently distributed by USE in the UK, Ireland, France and Portugal.

USE does not publish any recommended retail prices and would never seek to enforce any minimum retail price. USE believes strongly in respecting your freedom to promote and sell USE products as you (the “Retailer”) think appropriate to your business. In return USE requires that the Retailers consider the impact that their sales methods may have on the maintenance and protection of the brands’ trade marks, intellectual property and brand recognition. Retailers should not use any sales method or technique which may devalue the brand. These Web-Trading Standards are designed to ensure the quality of the experience for purchasers of USE products when purchasing through the internet.

1. If the Retailer operates, maintains or sells from a website then to the extent that such website contains information about the USE products and/or USE, the website must:
  - (a) comply with all legal and regulatory requirements;
  - (b) contain all reasonable security measures (including encryption as applicable), connection speeds and disaster recovery systems appropriate for a commercial website and generally adhere to retail industry best practice guidelines;
  - (c) have a link to appropriate brands main website and to the USE website.
  - (d) not imply that USE or the brands are endorsing any other products sold by the Retailer;
  - (e) not misrepresent the Retailer’s relationship with USE or the brands or confuse the general public in any way;
  - (f) not present false or inaccurate information about the Retailer’s market position or information about USE or the USE brands.
  - (g) not damage the reputation, goodwill or intellectual property rights of USE or its’ brands
  - (h) accurately display and describe all USE products complying with any changes in the description of the USE products or images of the same as notified to the Retailer by USE;
  - (i) be easy to navigate and have steps to complete the purchase of USE products in no more than four pages. Ease of navigation includes a navigation bar with appropriate links to the USE brand dedicated section on each page of the website.
  - (j) without limiting the Retailer’s right to feature and sell other products on the website, contain a dedicated area of the site for USE specific brands (which is kept up to date) and ensure that the products of other companies are not advertised or recommended within the dedicated area, including by way of links, banner advertising or pop-ups;
  - (k) provide a search facility by product category as well as brand.



2. The website must not, without USE prior written consent, use USE, or the brands, intellectual property rights, including (without limitation) the registered trade names:
  - (a) for key word internet searches, sponsored links, or online advertising;
  - (b) in conjunction with the words 'sale', 'bargain', 'discontinued', 'clearance', or 'free' or any similar words suggesting a reduction in price in such a manner that the context might lower the value or reputation of USE or its USE products.
  
3. To ensure that customer orders are processed in timely manner the Retailer shall ensure that it maintains sufficient levels of stocks of the USE products to satisfy customer demand. Whilst the level of stock will be dependant upon each Retailer's website sales and traffic, USE recommends as good practice that each Retailer has in stock a minimum of two items of any USE products (in each size and variation offered, for sale on or through the Retailer's website). Where an item is out of stock the customer should be advised of this before placing an order with the Retailer through the website.
  
4. The Retailer shall ensure that it retains an appropriate number of staff in order to fulfil its obligations under these Web-Trading Standards and that its staff are trained on the USE products in terms of features, manufacture, warranty, maintenance and care, and fit and function together with the history of the brands and USE and developments concerning USE and the USE products. The Retailer will procure that its sales team are made available for such USE clinics as USE may provide.
  
5. The Retailer will maintain, during its normal retail hours a technical support and customer service helpline so that customers who are having difficulty navigating the website or requiring further information as to the USE products can telephone and receive appropriate assistance from trained staff.
  
6. The Retailer is not permitted under any circumstances to sell USE products on any internet auction platform.

These Merchandising and Web-Trading Standards are supplemental to the USE Limited Terms of Trading and in consideration of USE continuing to supply the Retailer the Retailer agrees to be bound by them.

Agreed on behalf of the Retailer through its authorised signatory:

Retailer Name:

Signed:

Print name:

Job title:

Date: