

# Reseller Supplementary Terms

## 1. Introduction

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- 1.1 These Supplementary Terms apply to use of the Site and Services, and provision of Goods via the Site by Resellers, and must be read in conjunction with and shall be deemed to incorporate the General Terms of Use as found at [https://leaderproducts.com/en\\_CA/terms-and-conditions-general/](https://leaderproducts.com/en_CA/terms-and-conditions-general/)
- 1.2 and updated from time to time. The Reseller acknowledges having read and understood the General Terms of Use and agrees to the General Terms of Use and these Supplementary Terms.
- 1.3 Unless otherwise defined, terms and phrases used in these Supplementary Terms shall have the meaning given to them in the General Terms of Use.
- 1.4 To the extent of any inconsistency between the terms of these Supplementary Terms and the General Terms of Use, these Supplementary Terms take precedence.

## 2. Services

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- 2.1 Queclink agrees to provide the following services:
- (a) facilitating, by the provision of the Services, the procurement by Customers of certain products made available by Wholesalers via the Site, allocating the Reseller as nominated reseller; and
  - (b) access to and use of the Site,
- (Reseller Services).**
- 2.2 In addition to the Reseller Services, Queclink will provide such additional services as agreed by the Reseller and Queclink in writing from time to time, including any existing agreement between the parties for the supply of Goods by the Reseller.

## 3. Fees

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- 3.1 It is the Reseller's responsibility to adjust its prices for Goods sold to Customers via the Site, to be updated as appropriate from time to time.
- 3.2 All Fees for orders made via the Site and electing Reseller as local reseller will be allocated automatically to the Reseller via Stripe, and otherwise in accordance with the Reseller's distribution agreement with Queclink (**Commission**).

- 3.3 Subject to anything contained in the Reseller's distribution agreement with Queclink to the contrary, the Commission amount is inclusive of all applicable taxes, including sales tax.
- 3.4 Subject to anything contained in the Reseller's distribution agreement with Queclink to the contrary, the Reseller acknowledges and agrees that it is responsible for collecting, remitting and paying any applicable taxes associated with the sale of any Goods by the Reseller.
- 3.5 Commission due to the Reseller pursuant to clause 3.2 will be paid via Stripe to the Reseller within 7 days of payment from the Customer.
- 3.6 The Reseller acknowledges that the Wholesaler's obligation to pay the Commission to the Reseller is subject to the Wholesaler receiving payment of the complete Fees due from the Customer, and that the Reseller may be liable (at Queclink's absolute discretion) to return any Commission forming part of an order refunded to the Customer).

## 4. Reseller's obligations

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- 4.1 The Reseller must use the Site for its sole benefit and must not redistribute the Reseller Services to a third party unless expressly authorised by Queclink.
- 4.2 The Reseller must ensure that it continuously meets any pre-qualification requirements stipulated by Queclink when applying for an account on the Site.
- 4.3 The Reseller must ensure that all Content it posts or uploads, or causes to be posted or uploaded, on the Site is accurate and complete, and must promptly update any changes to information posted on the Site.
- 4.4 The Reseller must promptly approve or reject all orders submitted by Customers via the Site for charging to the Customers' accounts with the Reseller promptly, and in any case within 2 business days of submission of the order.
- 4.5 Where a Customer elects to have Goods delivered to a Reseller premises for delivery, the Reseller agrees to provide prompt notice of delivery of the Goods to the Customer via the functionality available on the Site.
- 4.6 The Reseller must comply with all reasonable directions of Queclink in relation to the Reseller's use of the Site.
- 4.7 The Reseller must not, and must ensure that its personnel does not:
- (a) use or collect content, information or data contained on, or derived from, the

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Site owned or uploaded by Queclink or a third party for commercial purposes other than as directly relevant to the Reseller's rights and obligations under the Terms and Conditions;

- (b) misuse affiliate code generation tools made available on the Site;
- (c) distribute a volume of messages via the Site higher than an amount deemed reasonable by Queclink, or otherwise misuse internal communication tools;
- (d) contact persons or entities through the Site other than to facilitate the completion of an order with a Customer, or as otherwise expressly permitted or facilitated by Queclink;
- (e) cause damage or impair the performance, availability or accessibility of the Site;
- (f) engage in any illegal or unlawful act;
- (g) engage in, or use the Site in a manner that constitutes, discrimination or harassment;
- (h) add Content on the Site that:
  - (1) is defamatory in nature;
  - (2) may bring Queclink into disrepute: or
  - (3) would contravene any law or regulation; or
  - (4) infringes the intellectual property or other rights of any person; or
- (i) otherwise engage in conduct deemed inappropriate by Queclink (determined in its absolute discretion).

4.8 Reseller will be solely responsible for, and Queclink will have no obligation to honour, any representations or warranties given to a Customer, other than those provided with the Goods and in Queclink's related marketing material. Reseller will defend any claim against Queclink in connection with any such additional representations or warranties, and will pay all settlements or damages awarded against Queclink that are based on any such representations or warranties.

## **5. Website creation via Site**

- 5.1 The Reseller's account permissions include the ability to create a website via the Site.
- 5.2 The Reseller acknowledges and agrees that, in creating the website, the Reseller is

contracting with third party service providers applicable to the Reseller's domain name registration and website. Queclink accepts no responsibility, and will have no liability in respect of the Reseller's use of these third party services.

- 5.3 The Reseller is solely responsible and liable for all information and other content contained on the website it creates via the Site.

## **6. Direct engagements with Customer**

- 6.1 Subject to any liability arising directly from a defect in the Site, Queclink shall not be responsible for, or have any liability in respect of, any agreement or transaction between a Customer and the Reseller, or a Wholesaler and a Reseller, nor any other transactions, not conducted via the Site.
- 6.2 The Reseller indemnifies, and will keep indemnified, Queclink from and against all losses incurred or suffered by, or claims made against, Queclink in respect of or in connection with any such direct engagements with customers or Wholesalers by the Reseller not conducted via the Site.

## **7. Dispute resolution**

- 7.1 If a dispute arises between the parties in relation to the interpretation of the Terms and Conditions or the rights of either party under same (**Dispute**), a party must not commence court or arbitration proceedings relating to the Dispute unless:
  - (a) the party has given notice of the Dispute to the other party;
  - (b) the parties have made reasonable attempts to resolve the Dispute by negotiation; and
  - (c) Queclink has not, in its sole discretion and within 60 days of the dispute arising, given notice to the Reseller requiring the parties to mediate the dispute.
- 7.2 The parties agree that, where mediation is required by Queclink pursuant to clause 7.1(c), that mediation is to be held in Toronto, Ontario, in the English language, and will be mediated via a mediator recommended by the Resolution Institute of Australia (or its successor, as the case may be).