

Wholesaler Supplementary Terms

1. Introduction

- 1.1 These Supplementary Terms apply to use of the Site and Services by Wholesalers, 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/ and updated from time to time. The Wholesaler acknowledges having read and understood the General Terms of Use and agrees to the General Terms of Use and these Supplementary Terms.
- 1.2 Unless otherwise defined, terms and phrases used in these Supplementary Terms shall have the meaning given to them in the General Terms of Use.
- 1.3 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

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

3. Fees

- 3.1 It is the Wholesaler's responsibility to set the wholesale prices for Goods sold to Resellers via the Site, to be updated as appropriate from time to time.
- 3.2 All Fees for orders made via the Site and for fulfillment by the Wholesaler will be allocated to the Wholesaler in accordance with the Wholesaler's distribution agreement with Queclink (**Margin**).
- 3.3 Subject to anything contained in the Wholesaler's distribution agreement with Queclink to the contrary, the Margin amount is inclusive of all applicable taxes, including sales tax.

- 3.4 Subject to anything contained in the Wholesaler's distribution agreement with Queclink to the contrary, the Wholesaler acknowledges and agrees that it is responsible for collecting, remitting and paying any applicable taxes associated with the sale of any Goods by the Wholesaler.
- 3.5 The Wholesaler acknowledges that Queclink's obligation to pay the Margin to the Wholesaler is subject to Queclink receiving payment of the complete Fees due from the Customer or Reseller (as applicable), and that the Wholesaler may be liable (at Queclink's absolute discretion) to return any Margin forming part of an order refunded).

4. Wholesaler's obligations

- 4.1 The Wholesaler must use the Site for its sole benefit and must not redistribute the Wholesaler Services to a third party unless expressly authorised by Queclink.
- 4.2 The Wholesaler must ensure that it continuously meets any pre-qualification requirements stipulated by Queclink when applying for an account on the Site.
- 4.3 The Wholesaler 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 Wholesaler acknowledges and agrees that it is solely responsible for fulfilling orders made by Customers on the Site for the Wholesaler's Goods.
- 4.5 In the fulfillment of orders, the Wholesaler must:
- (a) approve or reject orders within 5 business days of their submission via the Site;
 - (b) promptly provide updates to Customers and/or Resellers (as applicable) regarding progress for fulfilment and shipping via the functionality on the Site.
- 4.6 The Wholesaler must comply with all reasonable directions of Queclink in relation to the Wholesaler's use of the Site.
- 4.7 The Wholesaler must not, and must ensure that its personnel does not:
- (a) use or collect content, information or data contained on, or derived from, the Site owned or uploaded by Queclink or a third party for commercial purposes other than as directly relevant to the

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Wholesaler's rights and obligations under the Terms and Conditions;

- (b) distribute a volume of messages via the Site higher than an amount deemed reasonable by Queclink, or otherwise misuse internal communication tools;
- (c) misuse affiliate code generation tools made available on the Site;
- (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 Wholesaler will be solely responsible for, and Queclink will have no obligation to honour, any representations or warranties given to a Reseller or a Customer, other than those provided with the Goods and in Queclink's related marketing material. Wholesaler 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 Wholesaler's account permissions include the ability to create a website via the Site.
- 5.2 The Wholesaler acknowledges and agrees that, in creating the website, the Wholesaler is contracting with third party service providers applicable to the Wholesaler's domain name

registration and website. Queclink accepts no responsibility, and will have no liability in respect of the Wholesaler's use of these third party services.

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

6. Direct engagements

- 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 Wholesaler, or a Reseller and the Wholesaler, nor any transactions not conducted via the Site.
- 6.2 The Wholesaler 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 by the Wholesaler 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 Wholesaler 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).