

OEM Trade agreement

Manufacturer:

Sonnaya Ulitka, S.L.
Sant Antoni Maria Claret 51
08025 Barcelona
SPAIN
Ignasi Moya
Business Development Manager
i.moya@spotamaterials.com

Retailer:

Company:
Street:
Town: Post Code:
Country:
(Full Name)
Position:
e-mail:

The conditions set out below are valid for a supply contract for the **Spot-A Materials product range brand**. It is understood that any new products developed by **Sonnaya Ulitka, S.L.** are not covered in this agreement, but they can be discussed separately, subject to any improvements and evolution of **Spot-A Materials** products that will be sent promptly.

1) Sales conditions:

- It is necessary that you purchase some bottles first for test the products, after this assessment and whether the product satisfies you, we can do this trade agreement.
- The minimum quantities for the introduction and launching stock are 15kg.
- The minimum order quantities are 15 kg.
- For official distributor discounts, please refer to the table below:

Period	Number of bottles	Discount practicable
Launching Stock	15	20% +5% (cascade discount)
Orders	10 to 19	15%
Orders	20 to 49	15%+5%
Orders	50 to 100	15%+5%+5%

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 SPAIN

<http://www.spotamaterials.com>

Orders	101<	15%+5%+5%+5%
PRO range	Number of bottles	PRO range Discount
Orders	8 to 19	25%
Orders	20 to 49	25%+5%
Orders	50 to 100	25%+5%+5%
Orders	>100	25%+5%+5%+5%

The price of the launching stock period will be valid for 2 months after the first purchase.

Taxes are not included (where applicable), the cost of packaging is included.

2) Orders – Orders will be placed by e-mail to orders@spotamaterials.com. Subsequently you will receive the valid **pro-forma invoice**. Your benefits as an OEM Trader:

- We prioritize your orders.
- We share with you the estimated delivery time.
- We always look for the best shipping tariff rates in each order.

3) Payments – Direct transfer bank or Paypal.

- In the case of direct bank transfer, each party will pay their own bank costs and fees - i.e. the transferring party (Retailer) will pay for the sending bank costs and fees and the receiving party (Manufacturer) will pay for the receiving banks costs and fees.
- In the case of a Paypal payments, there will be a 2% surcharge to the amount charged to the Retailer to cover for Paypal fees.

4) Shipping policy:

- We don't obtain any profit with the shipping costs.
- We always use the cheapest and fastest courier company possible.

- We work with several major courier companies, in order to always obtain the better conditions for you in each order.
- Incoterm ExWorks are allowed. So if you prefer you can arrange your own shipped with your courier company. You will have to arrange the pick up at date and address that we indicate.
- We always provide, if available, a tracking ID for the package.
- In no case will we cover the extra costs derived from import taxes, fees, etc...
- If you finally reject the delivery of the package at your destination, we will not be liable to refund the order.
- We cannot be held accountable for the bad conditions of the packaging or the content due to the incorrect manipulation of the courier service. Sonnaya Ulitka, S.L. will file a complaint with the courier service in these cases but the couriers will always remain the facilitator and final responsible of such damages and the provider of eventual reparation.
- Sonnaya Ulitka, S.L. always contracts a minimum insurance for your goods.

5) Product Life: We recommend that the product is used within the 6 months after your purchase date. The product has to be stored between 15°C to 26°C away from sunlight in a dry environment.

6) Reseller & Agent Conditions: This agreement refers to the ability to resell Spot-A Materials range product and does not constitute exclusivity.

7) Disputes: This Agreement is governed by and shall be construed in accordance with the laws of Spain. The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of Barcelona.

8) Period: This agreement and the conditions are valid during 1 complete year after the signature.

9) **Confidentiality:** The terms and conditions of this agreement are confidential.

Sonnaya Ulitka, S.L.

Name:

Position:

Signature

Retailer

Name:

Position:

Signature

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ADDENDUM I – LIST OF PRICES

Product	Weight	Price
Spot-HT	1kg	72.00€
Spot-GP	1kg	65.00€
Spot-LV	1kg	72.00€
Spot-E	1kg	78.00€
S-PRO Engineering	1kg	150.00€
S-DENT	1kg	170.00€
S-CAST	1kg	225.00€
S-BIO	1kg	195.00€
S-CLEAR	1kg	195.00€

Personalised Service (per bottle)	Price
Small added label	0.50€
New label	5.00€
Personalised pigment or dye	10.00€
Different Bottle	2.98€