

Mirka (UK) LtdOnline Reselling Policy

Mirka (UK) Ltd (referred to hereafter as “Mirka”) has a strong brand awareness in the marketplace for the Mirka brand and associated brands and needs to maintain and protect these brands. Online resellers, who are customers of Mirka and who sell Mirka products via a website need to adhere to the following requirements:

- Website domain names containing the words 'Mirka', 'Abranet', 'Abralon', 'Microstar', 'Iridium', 'Novastar', 'DEROS', 'DEOS', 'LERS', 'Polarshine', 'Polarstar', 'Q.Silver', 'Ultimax' and any other brand used by Mirka from time to time (which are together referred to hereafter as the “Brands”) may not be used.
 - Mirka reserves the right to require online resellers to take such steps as are deemed appropriate in order to allow Mirka to assume ownership and control of any domain name containing any of the Brands at no cost or liability for lost revenue or costs.
 - The domain name ownership and control is to be transferred to Mirka within 2 working days of an online reseller being notified by Mirka and, in such circumstances, the online reseller concerned shall undertake all acts and formalities, including the completion and signing of documents (or procuring the same), that are required to transfer ownership and control of the relevant domain name to Mirka including the change of registrant name, change of administrative contact and change of registrar.
 - Mirka reserves the right to assign any domain name containing any of the Brands to specific companies (and to withdraw any right to use any such domain name).
- Any website of an online reseller is to clearly demonstrate that it does not belong to Mirka.
- Any website of an online reseller is not to de-value the Brands or do anything that could adversely affect their validity or reputation.
- Any website of an online reseller is to clearly give contact details of the online reseller.
- The colours used on any website of an online reseller are not to mirror the colours of Mirka and are to be the colours and brand image of the online reseller concerned.
- The layout of any website of an online reseller is not to be a direct copy of the Mirka corporate site and the Mirka corporate site must not be framed on any website of an online reseller.
- Any website of an online reseller must not contain a link to the Mirka corporate site unless written permission is gained from Mirka – in such circumstances, the online reseller concerned hereby acknowledges and agrees that all rights in the Mirka corporate site shall remain with Mirka and that the online reseller’s right to link to the Mirka corporate site may be withdrawn without notice.
- The Mirka logo can be used on the website of an online reseller on a non-sub-licensable or assignable basis once written permission is gained from Mirka – in such circumstances, the online reseller concerned hereby acknowledges and agrees that all rights in the Mirka logo shall remain with Mirka and that the online reseller’s right to use the Mirka logo may be withdrawn without notice.

Mirka (UK) Ltd

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sales.uk@mirka.com
www.mirka.co.uk

Saxon House
Shirwell Crescent
Furztou Lake
Milton Keynes MK4 1GA

Directors:
C.P.S. Daycock (Managing)
S. Sjoberg
S.J. Bloxham
O. Hellman
P.T. Sandford (Co Secretary)

- Mirka may supply product images that can be used on the website of an online reseller on a non-sub-licensable or assignable basis in accordance with the Image Request Policy of Mirka which is in place from time to time – in such circumstances, the online reseller concerned hereby acknowledges and agrees that all rights in any such product images shall remain with Mirka and that the online reseller’s right to use the product images may be withdrawn without notice.
- Mirka reserves the right to request that any website of an online reseller be altered if, in the opinion of Mirka, the website:
 - too closely matches the Mirka corporate site, and/or
 - is deemed misleading and/or confusing to visitors to the website, and/or
 - is not fair and legal or damages Mirka’s reputation or takes advantage of it, and/or
 - causes the visitor to the website to be given the impression they are on a website that is owned and managed by Mirka or authorised, approved or endorsed by Mirka.
- Part of the philosophy central to Mirka is that, to the greatest extent possible, the end-users of its products are able to be trained in their use by the relevant reseller. Mirka believes this goal is best achieved by a reseller having a “bricks and mortar” store in addition to an online presence. Mirka therefore reserves the right to not authorise or sell to internet-only resellers. However, Mirka will permit internet sales by a reseller which has a bricks and mortar store and provided that:
 - the reseller does not sell Mirka’s products on Amazon or an auction website such as, but not limited to, eBay unless specifically authorised to do so by Mirka; and
 - the reseller must sell such an amount (in value or volume) of Mirka’s products off-line via its bricks and mortar store(s) as objectively stipulated by Mirka from time to time.

An online reseller’s use of the Mirka corporate site or ordering of goods from Mirka means that they accept, and agree to abide by, all the requirements of this Online Reselling Policy, which supplements Mirka’s Terms of Sale.

(To be signed by person with relevant authority)

Signed by:

Print Name:

For and On Behalf Of:

Position:

Registration Number (if applicable):

Mirka (UK) Ltd Signed by:



Print Name: TARA CARELESS

Position: Accounts Supervisor

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