

TERMS AND CONDITIONS FOR CO-CREATE PROGRAM

1. Definitions

- 1.1. **“Co-Create”** means all registered trade partners who have been accepted into and are actively participating in the Co-Create program.
- 1.2. **“Incanda”** means Wheco Group (Pty) Ltd, including its shareholders, directors, officers, employees, and authorised representatives.
- 1.3. **“Retail Business”** means any business or entity that, in the ordinary course of operations, sells goods or services directly to end-consumers.
- 1.4. **“Total spend”** means the total invoiced amount by Incanda to the trade partner during the calendar year, less any credits issued.

2. Terms of Sale

- 2.1. Please note that certain terms and conditions of this program may differ from our standard terms and conditions of sale. However, unless modified by the terms of this program, all standard terms and conditions of sales as published on our website (www.incanda.co.za) shall apply to all transactions between Incanda and Co-Create program participants.
- 2.2. By participating in the Co-Create Program, you acknowledge and agree to the use of these terms to identify the parties involved in this agreement. Furthermore, by participating in the Co-Create Program, you acknowledge and agree to abide by all the terms and conditions outlined below.

3. Participation in the Co-Create Program

- 3.1. Incanda reserves the right to approve or decline applications for participation in the Co-Create program at its discretion. Incanda further retains the right to terminate a company's participation in the Co-Create Program at any time and for any reason, solely at its discretion. This includes, but is not limited to, instances where a company does not comply with program guidelines or misuses program benefits, or where its participation in the program or conduct no longer aligns with the Co-Create program's objectives, values, or reputation. Such situations may include but are not limited to instances where a company's participation in the program could pose a reputational risk to the Co-Create program, or where its actions or affiliations conflict with the interests of the Co-Create program or its stakeholders.
- 3.2. The Co-Create program is available to registered trade partners who are involved in the trade of goods and services to end-users, including but not limited to interior decorators, interior designers, architects, developers, and approved retail and wholesale customers. All applicants will be evaluated based on their business type, market, and other relevant factors, and must meet our eligibility criteria to be registered.
- 3.3. Retail businesses may be subject to further evaluation which may include considerations as to the competitive nature of the businesses and their relationship with Incanda's competitors.

3.4. Businesses which are primarily e-commerce businesses will not be registered.

4. Tier Levels & Progression

4.1. The Co-Create program consists of three distinct tier levels:

- 1) **Emerging Talent;**
- 2) **Trendsetter;** and
- 3) **Visionary**

4.2. The specific benefits associated with each tier are outline in the Co-Create program document.

4.3. While Incanda will endeavour to implement benefit changes only at the beginning of each calendar year, Incanda reserves the right to amend benefits at any time without prior notification.

4.4. A trade partner's initial tier level shall be determined by their total spend during the calendar year. If, during the course of a calendar year, a trade partner places an order that exceeds the threshold of their current tier, they will be upgraded to the next tier, and the benefits of that tier will apply from their next order onwards. Tier upgrades may occur at any time on a rolling basis.

4.5. At the end of each calendar year, the total invoiced sales of each Co-Create trade partner as of 31 December will determine their starting tier level for the next calendar year. Trade partners may progress to a higher tier during the year, however, the trade partner will not be downgraded during that year, regardless of their spend level throughout the year.

5. Pricing and Quotations

5.1. Pricing will be calculated by granting the Co-Create trade partner a percentage off Incanda's standard retail price for each product as published on its website. The percentage off will be determined by the Co-Create tier level, as set out below:

TIER LEVEL	DISCOUNT (% OFF STANDARD RETAIL PRICE)
EMERGING TALENT	5 %
TRENDSETTER	10 %
VISIONARY	15 %

5.2. Tier discounts shall not apply to items that are marked-down or on-sale. In such instances, the Co-Create shall be charged the lower of:

- 5.2.1. the standard retail price less the applicable tier discount; or
- 5.2.2. the marked-down or sale price.

5.3. Website prices may change at any time without prior notice. Should the Co-Create trade partner wish to secure a specific price, they should request a formal quotation which shall

remain valid for a period of 30 (thirty) days from the date of issue. Quotations only guarantee a price but will not secure stock.

- 5.4. Discounted pricing shall only apply to purchases made by Co-Create trade partners through their registered trade accounts.

6. Delivery and Product Assembly

- 6.1. Co-Create trade partners are offered beneficial product delivery and assembly services at the following rates:

TIER LEVEL	DELIVERY FEES	ASSEMBLY FEES
Emerging Talent	• Capped at R 1000 per order; • R500 surcharge in outlying areas; • Free for orders over R100,000	• R 1000 per order; • Free for orders + R 100 000
Trendsetter	• Capped at R800 per order; • R500 surcharge in outlying areas; • Free for orders over R75,000	• R 1000 per order; • Free for orders + R75 000
Visionary	• Capped at R600 per order; • R500 surcharge in outlying areas; • Free for orders over R50,000	• R1000 per order; • Free for orders +R 50 000

- 6.2. Assembly services are offered within a 75km radius of one of our Incanda support centres located in Cape Town, Johannesburg and Port Elizabeth. Any assembly outside of these areas shall not qualify for free assembly and shall be quoted for separately.
- 6.3. Deliveries are carried out by third-party transport contractors who operate independently from our assembly teams. As a result, assembly may not occur on the same day as delivery. Incanda will coordinate directly with the Co-Create trade partner to schedule assembly within 5 (five) days following delivery.
- 6.4. The assembly service is limited to furniture purchased from Incanda through the Co-Create program and will be performed at the delivery address only. This service does not include styling, rearranging, or wall-mounting of any existing or newly purchased furniture. The service will include the removal of packaging material from the premises. If requested by the Co-Create trade partner as a prerequisite for assembly, Incanda shall liaise with our 3rd party delivery partners to ensure that furniture is placed in the desired area prior to assembly.

- 6.5. If any issues are found during the assembly process (such as damages, missing parts, or incorrect items) that cannot be rectified by the assembly team while onsite, our standard after-sales service procedures to rectify the issue will be followed. If required, the item will be packaged, and Incanda will resolve the issue in accordance with our standard terms and conditions.

7. Return Periods

- 7.1. For the purpose of the Co-Create program, Incanda's 14-day money-back satisfaction guarantee shall be extended to 30 (thirty) days from the date of delivery. All other return terms, conditions, and procedures as set out in Incanda's standard terms and conditions shall apply.

8. Intellectual Property Use

- 8.1. For the purpose of the Co-Create program, qualifying members shall not be seen as authorised agents, representatives, or stores of Incanda. Co-Create trade partners are independent businesses. In light of this Co-Create trade partners agree not to use the name 'Incanda' in a way that suggests they are authorised agents or representatives of Incanda, or that they are operating under Incanda's direction or control. This includes, but is not limited to, using the Incanda name or logo in signage, advertising, or marketing materials without prior written consent from Incanda.
- 8.2. Participants in the Co-Create program may not use product photography or videography without prior written permission from Incanda. The use of product photography for the sole purpose of providing information or a quotation to a specific customer is permitted, but any other use, including but not limited to advertising, requires express written permission from Incanda.

9. General

- 9.1. Incanda reserves the right to modify, amend or terminate the Co-Create program at any time, with or without prior notice.