

Independent Wholesaler Agreement, Terms and Conditions

This Agreement is made on the date shown on this Agreement when it is signed by the Independent Wholesaler ("Wholesaler").

1. Amazing Scents Pty Ltd ACN 106 039 721 ("Amazing Scents") is the supplier of goods that the Wholesaler wishes to purchase from Amazing Scents.

2. Upon the request of the Wholesaler Amazing Scents appoints the Wholesaler for the sale and representation of its products subject to the terms and conditions of this Agreement.

3. Period

The agreement commences from the date of acceptance of the Wholesale application by Amazing Scents and continues until it is ended by thirty (30) days written notice from either party.

4. The supply of Amazing Scents products is conditional on:

- (a) The Wholesaler having a current and active ABN and an associated operational business; and
- (b) Strict adherence to all of the terms and conditions of this Agreement at all times.

5. Relationship

The Wholesaler's relationship with Amazing Scents shall be solely that of an independent party and is not that of an employee or partner of Amazing Scents.

6. Duties of a Wholesaler

The Wholesaler agrees at all times to:

- (a) To promptly submit all orders for the products using Amazing Scents web based ordering system.
- (b) To observe all directions and instruction given by Amazing Scents in relation to the sale, distribution and usage of the products and to act in such way as is reasonably considered to be most beneficial to the interests of Amazing Scents.
- (c) Not to offer the product for sale at any price other than that price fixed by Amazing Scents at the time of supply.
- (d) Not to represent to any person/organisation that in its relationship with Amazing Scents it is anything other than a wholesaler of Amazing Scents products.
- (e) Not to incur any liability on behalf of Amazing Scents or in any way pledge its credit or make any contract purporting to bind the company.
- (f) Amazing Scents owns all intellectual property used in the operation of their business. Use of this property without consent of Amazing scents will be seen as breach of Amazing Scents intellectual property and be legally treated as such.
- (g) To safeguard the commercial rights of Amazing Scents and immediately bring any improper or wrongful use of its patents, trademarks, emblems, designs, models or other similar industrial or commercial rights to the attention of Amazing Scents and to use every effort to safeguard the interest of Amazing Scents.

7. Wholesalers further Agreement

In selling and promoting Amazing Scents products the Wholesaler agrees: -

- (a) That he/she/it will make it clear that they are an aromatherapy seller and never claim to be an aromatherapist (unless qualified) or be seen to be prescribing Amazing Scents products.
- (b) Amazing Scents does not teach, promote, suggest or in any way condone the oral ingestion of essential oils.
- (c) That he/she/it will not state, represent or in any way indicate claims for the use of Amazing Scents products other than those represented in its printed materials or books.
- (d) That he/she/it may share personal and family experiences relating to usage but in so doing must make it clear that such experiences may not necessarily apply to others.
- (e) That he/she/it will use only selling materials or product information supplied by Amazing Scents. Such printed

material is not to be amended, added to, reproduced or photocopied without the prior written consent from Amazing Scents.

- (f) That he/she/it will not re-package Amazing Scents products for sale.

8. Wholesaler Warranty

The Wholesaler warrants that he/she/it is 18 years or older and is not an undischarged bankrupt.

9. Payment

The Wholesaler will pay for the products she/she/it ordered from Amazing Scents at the time of ordering the product.

10. Return of Product

- (a) in the event of products damaged in transit Amazing Scents will accept return with 14 days from the delivery.
- (b) In the event of Amazing Scents accepting the return of any product from the Wholesaler, Amazing Scents will supply a credit to the Wholesaler equal to the value of the sale price of the product when sold to the Wholesaler.

11. Duties of Amazing Scents

Amazing Scents agrees with the Wholesaler that it will; -

- (a) Supply for purchase, pamphlets, catalogues and advertising material as it considers reasonably sufficient to promote sales of its products.
- (b) Fully indemnify the Wholesaler against any product liability claim from a customer of the Wholesaler **unless such claim** arises as a result of, or is caused by or contributed to by any negligent act or omission of the Wholesaler or if the Wholesaler has meddled, interfered with, changed or added to Amazing Scents products in any manner whatsoever.

12. Application of Law

This Agreement shall be governed and interpreted in accordance with the law of the State of Victoria.

13. Deferral or Refusal to Supply

Should the Wholesaler:

- (a) not pay Amazing Scents for the products it ordered and that were delivered in accordance with Clause 9 of this Agreement; or
 - (b) deal with Amazing Scents products with its customers that contravenes any term or condition of this Agreement,
- then Amazing Scents may refuse any further supply of its products to the Wholesaler.

14. Wholesalers Acknowledgement

The Wholesaler has read and understood the above and agrees to abide by and be bound by the terms and conditions of this Agreement.

15. If this Agreement is signed on behalf of a company than the person signing states that he/she is fully authorised to sign on behalf of the company and has the capacity to bind the company to this Agreement.