

Distribution Agreement Terms and Conditions

1. A Consultancy which is to be either an individual or a company, and which arises as a consequence of this Distribution Agreement, is authorised, while this agreement remains in effect, but with no obligation to do so, to seek orders and to sell the products of Nutrimerics anywhere in Australia. The Consultant will purchase Nutrimerics products in their own right for the purposes of on-sale subject only to prevailing consumer protection laws. To the maximum extent permitted by law Nutrimerics excludes all liability for any on-sale of products from, or representations made, or warranties given by the Consultant to the consumer other than those representations or warranties contained in Nutrimerics printed literature.
2. A partner of an existing Consultant is not permitted to be sponsored as a Nutrimerics Consultant.
3. Title passes upon delivery or payment whichever first occurs.
4. All Volume Rebates and Bonus payments will be made in accordance with Nutrimerics' plan for Consultant remuneration as amended from time to time.
5. The price charged by Nutrimerics to the Consultant will be the Nutrimerics List Price less any volume or other rebate entitlement at time of order. The List Price will be the standard List Price issued by Nutrimerics from time to time (which may be a recommended retail price) where prices listed will be inclusive of GST. The Consultant may on-sell the products at a price determined by the Consultant, though marketing materials produced by Nutrimerics may refer to a recommended retail price RRP. The issuing of a List Price or an RRP is not an indication that a particular product will be available or is to be sold at that price and acceptance of orders will be subject to availability (and satisfaction of Nutrimerics other trading terms).
6. Where a Consultant is GST registered and authorises Nutrimerics to create a Recipient Created Tax Invoice as defined under GST Law then the additional bonuses will be increased by an amount equivalent to the GST payable on such bonuses and Nutrimerics will create a Recipient Created Tax Invoice.
7. The Consultant operates an independent business and must not hold themselves out as an agent or employee of Nutrimerics. As such the Consultant acknowledges they are responsible for their own taxes on any payment or benefit received from Nutrimerics and all expenses related to their business and will make no claim or demand upon

Nutrimerics in relation to payment of wages, workers compensation insurance, superannuation, taxation, sick leave, holiday leave, parental or other leave and that the Consultant shall at all times ensure compliance with legislative requirements in relation to the conduct of their own business. The Consultant has no authority to bind Nutrimerics to a third party by contract or otherwise and nor does the Consultant have any power or authority to incur any debt or liability on behalf of Nutrimerics.

8. To maintain the Consultancy, Nutrimerics requires that the Consultant comply with any Code of Conduct and other policies provided by Nutrimerics from time to time. The Consultant must use their best efforts to ensure that their Downlines comply with such Codes and Policies.
9. In addition to the rights under the Code of Conduct the Consultant may terminate this Agreement at any time by written notice to Nutrimerics at its Head Office. Nutrimerics may terminate this Agreement at any time, without cause. In all other respects, termination shall be without prejudice to the rights and remedies of either party with respect to any prior breach of the term of this agreement.
10. This document along with its associated Codes of Conduct and company policies constitutes the entire agreement between Nutrimerics and the Consultant and no representations or warranties have been made or given by Nutrimerics or any of its representatives to the Consultant other than those set forth in this Agreement. These Terms and Conditions can only be varied by agreement between the parties hereto.
11. Except in relation to outstanding financial liabilities and entitlements, these terms and conditions and behavioural undertakings replace all previous Consultancy terms and conditions.
12. These Terms and Conditions shall be governed by State Laws. I acknowledge that the business needs require personal information to be provided to my Uplines and I hereby authorise the provision of that information in accordance with Nutrimerics' Collection Statement issued under Privacy legislation. The Consultant and/or the Consultant's Nominee(s) (where the Consultant is a company) gives permission to Nutrimerics to:
 - a. obtain and use from credit reporting agencies personal information as defined in the Privacy Act 1988 including personal credit information for the purpose of assessing the Consultant's credit worthiness, credit standing, credit history and/or credit capacity; and
 - b. provide to credit reporting agencies or other credit providers personal information including the credit worthiness, credit standing, credit history or credit capacity of the Consultant (including information regarding any default by the Consultant), for the purpose of assisting or

enabling Nutrimetics, the credit reporting agencies or other credit providers to assess the Consultant's credit worthiness, credit standing, credit history or credit capacity; and

c. provide to other third parties, personal information for the purposes of carrying out any necessary function or activity on behalf of Nutrimetics including but not limited to complaints handling, fraud prevention or debt collection.

13. The Consultant agrees to make themselves familiar with and to comply with the provisions of the Privacy Act 1988.
14. All forms of advertising must be approved by Nutrimetics. We reserve the right to remove any unauthorised advertising.
15. All forms of online selling of Nutrimetics products must be approved by Nutrimetics. We reserve the right to close your account when in breach of this condition.