

## **A G R E E M E N T : T E R M S A N D C O N D I T I O N S**

**The Beauty Advisor ("BA") hereby acknowledges and agrees that:**

1. If Avroy Shlain registers the applicant as a BA, by accepting this agreement, then the BA shall be granted the right to buy Avroy Shlain's products ("the goods") in terms of Avroy Shlain's standard terms and conditions of sale and on the terms set out below and to resell them to the client for his/her own personal recovery.
2. The relationship between the BA and Avroy Shlain shall be one of purchaser and seller, and the BA is not appointed, or entitled to hold himself/herself out, as agent or employee of Avroy Shlain.

### *ORDERS AND PAYMENT*

3. The BA shall order the goods by submitting her orders from time to time, in accordance with Avroy Shlain's standard operating procedure, to her Group Distributor ("GD") who, in turn, will remit them to Avroy Shlain.
4. Unless otherwise agreed, all goods ordered will be delivered by Avroy Shlain to the AD, and the BA will have to uplift /collect them from the GD, after accepting and paying, in cash, for the goods received.
5. I hold myself liable to my Distributor for payment of all goods purchased. I acknowledge that my Distributor /Avroy Shlain has the right, and will be entitled, to charge interest on any overdue amounts and/or arrear amounts at the prime overdraft rate as charged by Avroy Shlain Banker's from time to time.

### *SELLING PRICE*

6. Avroy Shlain will notify the BA, through its Price List and Monthly Campaign Brochure, of the recommended retail selling prices for the various goods from time to time.
7. The price payable by the BA for goods from time to time will be the then current recommended retail selling price of such goods, less the minimum discounts due to the BA in terms of clause 10 below. All discounts referred to below will be calculated on the Value Added Tax ("VAT") exclusive recommended retail selling prices.

### *CREDIT BUREAU*

8. Avroy Shlain may monitor the BA's Credit Profile by researching his/her credit record at one or more credit bureaux for future promote-out purposes;
9. The BA acknowledges and agrees that any information regarding his/her credit worthiness may be disclosed to any other creditor of the BA or to one or more credit bureaux.

### *DISCOUNTS*

10. Avroy Shlain will grant BA's a minimum discount off invoice as set out in the Plan, of the VAT exclusive recommended retail selling price of all goods bought by them from Avroy Shlain, as well as a further discount, on a sliding scale depending on sales in terms of the volume Discount Structure ("the Plan"), a copy of which has been furnished to the BA, and which forms part of this agreement.
11. Any additional discount further to the minimum discount off invoice, being a redeemable volume discount, will reflect as a credit on future purchases.
12. Under no circumstances shall the portions of these redeemable volume discounts to which the Beauty Advisor is entitled be claimable as a cash payment from Avroy Shlain. Such portions are only redeemable as a discount on any future purchases made by the BA from Avroy Shlain.
13. Avroy Shlain reserves the right to withhold any redeemable volume discounts for any unpaid invoices under the GD Account.
14. Avroy Shlain shall be entitled to amend the amount of this discount, and any other term of the Plan on not less than 60 (sixty) days notice.
15. In addition, depending on the Volume of goods bought at the recommended retail selling price by the BA, some of this volume discount may be payable and irrevocably cedes to the BA's GD, Area Distributor ("AD") and Regional Distributor ("RD"), as set out in the Plan.

*CASH SALE/BEAUTY ZONE*

16. In the event of any Products being sold from any of Avroy Shlain's retail outlets to a customer of the BA, then provided that the customer has furnished details of the BA's number, Avroy Shlain shall be deemed to be the agent of the BA, and Avroy Shlain shall issue an invoice to the customer in the name of Avroy Shlain, but as agent for and on behalf of the BA, and shall furnish a copy of such invoice to the BA.

*DISCONTINUING OF GOODS AND PRICE CHANGE*

17. Avroy Shlain shall be entitled to change or discontinue any of the goods offered from time to time in its sole and absolute discretion. Avroy Shlain shall be entitled to change the price of any of the goods from time to time;

*BUSINESS ETHICS*

18. The BA will not engage in anything which will be prejudicial to the interests of Avroy Shlain such as trading with any competitor without prior written consent from Avroy Shlain.

*BREACH OF CONTRACT*

19. Should either of the parties breach any of their obligations in terms of this agreement, and fail to remedy such breach within 7 (seven) days after receiving written notice from the other to do so, then, without prejudice to any other rights the other party may have, the other party shall be entitled to cancel this agreement forthwith.

*TERMINATION*

20. The registration of the BA as a Distributor for Avroy Shlain shall commence on the date on which this agreement is signed by Avroy Shlain and shall continue indefinitely. It may be terminated by either party by not less than 30 (thirty) days' written notice to the other.

*SECURITY, RISK AND OWNERSHIP*

21. Risk and Ownership in the goods shall pass to the BA on delivery and collection of the goods to the BA from the GD/AD. The BA shall bear the responsibility of securing all goods and monies collected by taking the necessary precautions and insurances for their businesses.

**I agree to the terms and conditions**