

AUSTRALIAN WHOLESALE CUSTOMER AGREEMENT



ITEM		SKU	WHOLESALE F		CE	WHOLE	SALE SAVINGS	% DISCOUNTED	PV
	Family Essential Starter Pack	60221206	AU \$185			-		-	135
	Home Essential Starter Pack	60221207	AU \$300			AU \$206	6	AU 41%	210
	Nature's Solutions Starter Pack	60221484	AU \$650			AU \$382	2	AU 37%	400
	Simple Solutions Starter Pack	60224634	AU \$146			AU \$77		AU 35%	100
	Emotional Wellness Starter Pack	60224732	AU \$226			AU \$96		AU 30%	125
	AromaTouch® Technique Starter Pack	60224970	AU \$275			-		-	200
	Healthy Habits Starter Pack	60227367	AU \$425			-		-	250
	MetaPWR® Lifestyle Starter Pack	60226060	AU \$260			AU \$207		AU 44%	130
Product					antity	- 	tem Price	Total Price	
							Grand Total		
First & Last Name					Shipping Address Same As Billing Address				
Co-Applicant Name (if applicable;)					City, State, Post Code				
Company Name (if applicable, requires business application addendum)						lumber			
Billing Address					Date of Birth (DD/MM/YYYY)			Co-Applicant Date of Birth (if applicable)	
City, State, Post Code					Email Address				
Enroller Name Enroller #ID				Sponsor		Name		Sponsor #ID	
I want to be a Wholesale Customer of doTERRA. I have read and agree to the terms and conditions found on the back of this form and online on doterra.com/AU/en_AU. I agree that I do not currently have an interest in any active doTERRA account.									
Signature Co-Ap				o-Applic	cant Sign	ature (if ap	pplicable)	Date	
Credit card information must be submitted through online enrolment at mydoterra.com/AU/en_AU. Credit card information submitted will be stored through doTERRA. Upon the approval of the order, credit card information should be removed and shredded from this form. Would you like your credit card to remain on file with doTERRA for future purchases? YES \(\Boxed{\text{NO}}\) NO \(\Boxed{\text{T}}\)									
Credit Card No. Verific			Code	Code Code Expiration			Name As It Appears On CC		

- **1 Membership:** A Wholesale Customer Membership ("Membership") allows you to purchase dōTERRA products for personal use at dōTERRA wholesale prices. dōTERRA reserves the right to refuse Membership to any applicant.
- 2. Membership Fee and Annual Membership Oil: A Membership fee of \$35.00 is for one 12-month period from the date of enrolment of the Member. Upon the expiration of the 12-month period, dōTERRA will sell to Member an Annual Membership Oil each for \$25, which shall be equal to the wholesale price of the essential oil contained in the Annual Membership Oil (as determined by dōTERRA). The Member may not return the Annual Membership Oil to dōTERRA, except in accordance with the consumer guarantees under the Australian Consumer Law (which cannot be excluded by dōTERRA). All amounts in this clause 2 are inclusive of GST.
- **3. Return Policy:** The Australian Consumer Law contains rights and remedies when a product does not comply with a statutory guarantee. Amongst other rights and obligations under the Australian Consumer Law, where a product does not comply with a statutory consumer guarantee and the problem with the product is not major, dōTERRA may provide a replacement or refund. If the problem with the product is major, the Member may reject the product and request a replacement or refund. Alternatively, the Member can ask for compensation for any reduction in the value of the product below the price paid by the Member.

dōTERRA's Return Policy, which is set out below in (a) to (d), is in addition to any rights and remedies which are available under the Australian Consumer Law and is not intended to limit the application of those rights and remedies. Please note that (b) and (c) below only apply to products which are Currently Marketable, which is defined in (d) below.

- (a) Return of Products Within 30 Day: dōTERRA will refund one hundred percent (100%) of the purchase price of Currently Marketable products purchased from or serviced by dōTERRA Australia Pty Ltd ("Company") that are returned within thirty (30) days of purchase, less shipping costs. dōTERRA will provide a Product Credit of one hundred percent (100%) of the purchase price or a refund of ninety percent (90%) of the purchase price on products purchased from the Company not Currently Marketable that are returned by a Member within (30) days of purchase, less shipping costs.
- (b) Return of Product Within 31 to 90 Days: From the day which is thirty-one (31) days after and up to the day which is ninety (90) days after the date of purchase, doTERRA will provide a Product Credit of one hundred percent (100%) or a refund of ninety percent (90%) of the purchase price on Currently Marketable products purchased from the Company that are returned by a Member, less shipping costs.
- (c) Returns From 91 days to One Year After Purchase: After the day which is 91 days and up to the day which is twelve (12) months after the date of purchase, dōTERRA will provide a Product Credit or a refund of (90%) of the purchase price on Currently Marketable products purchased from the Company that are returned, less shipping costs.
- (d) Currently Marketable: Products shall be deemed Currently Marketable if each of the following elements is satisfied: 1) product is purchased from döTERRA; 2) they are unopened and unused; 3) packaging and labelling have not been altered or damaged; to sell the products at full price; 4) the product expiration date has not passed; and 5) the product contains current döTERRA labelling.
- (e) Products shall not be considered Currently Marketable if the Company discloses prior to purchase that the products are seasonal, discontinued, limited time offers, or special promotion products not subject to the Return Policy
- **4. Loyalty Rewards Program:** While a Member has no requirement to purchase products, a Member can ensure that the Member will receive monthly deliveries of doTERRA products by enrolling in the Loyalty Rewards Program (LRP) after the first month of enrolment. If the Member's LRP Order is at least 50 Personal Volume (PV) points every calendar month, the Member is eligible to receive Product Credits each month.

PV is the point value of products purchased by a Member in one calendar month. Not all products will generate PV points and PV does not include purchases of product with Product Credit.

The PV of a product is clearly delineated on the Product Order Form. Product Credits are non-cash redeemable points that can be used to purchase doTERRA designated products.

After the Member has been an LRP participant for a minimum of 60 days, the Member can redeem Product Credits to purchase full PV products. LRP Product Credits can be redeemed for 12 months from the date of issue, after which they expire. The Product Credits can be redeemed for a \$3.00 fee by calling Member Services on (02) 8015 5080. Products purchased with LRP credits are not for resale and doTERRA's Returns Policy does not apply. Redemption orders have no PV and cannot be combined with other product orders. Product Credits have no cash redemption value and are not transferrable. All Product Credits will be cancelled if participation in the LRP program is cancelled. A Member's initial LRP order may only be cancelled by calling the Company. Any subsequent LRP order can be cancelled online by the Member before the scheduled ship date. Further detail about the LRP is provided in the doTERRA Policy which is available at https://www.doterra.com/AU/en_AU/policymanual-doterra-australia.

- **5. Resale of Products:** Member agrees that they will not resell doTERRA products purchased through the Membership.
- **6. Limitation of Liability:** To the fullest extent permitted under law (but subject always to the Australian Consumer Law):
 - (a) dōTERRA excludes all implied terms and warranties relating to the subject matter of this Agreement. dōTERRA, its members, managers, directors, officers, shareholders, employees, assigns, and agents (collectively referred as "affiliates"), shall not be liable for special, indirect, incidental, consequential, punitive, or exemplary damages;

If doTERRA is found to be in breach of the terms and conditions. doTERRA's liability to the Member shall be limited to the aggregate value of amounts paid by the Member for the products purchased from doTERRA under this Agreement in the either preceding 12 months, or the time since commencement of this Agreement (whichever period is shorter); and

- (b) dōTERRA's liability to the Member for loss or damage of any kind arising under this Agreement will be reduced or limited to the extent (if any) that the Member causes or contributes to the loss or damage.
- 7. Dispute Resolution: In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, the parties shall first use their best efforts to settle the dispute. If the parties cannot resolve the dispute, all disputes, claims, questions, or differences shall be finally settled by binding arbitration administered in Melbourne, Victoria, by an arbitrator who is a member of The Resolution Institute, in accordance with the provisions of its Arbitration Rules. The parties consent to exclusive jurisdiction and venue before any court in Melbourne, State of Victoria, for purposes of enforcing an award by an arbitrator. This agreement to arbitrate shall survive any termination or expiration of the Membership.
- **8. Governing Law/Jurisdiction:** Governing law shall be the laws applicable in the State of Victoria. Members agree that, notwithstanding any statute of limitation to the contrary, any claim or action a Member may wish to bring against döTERRA for any act or omission relating to the terms and conditions or Membership must be brought within one (1) year from the date of the alleged act or omission giving rise to the claim or cause of action. Failure to bring such action within the permitted time shall act as a bar against all claims against döTERRA for such act or omission.
- **9. Electronic Communication:** I authorise dōTERRA and its affiliates to communicate with me through electronic mail at the email address provided to dōTERRA. I understand that such email may include offers or solicitations for the sale and purchase of dōTERRA products, sales aids, or services.

- **10. Survival:** Sections 6, 7, 8, 9, and 11 of these terms and conditions, shall survive the termination of the Membership.
- 11. Data: By creating a Membership with doTERRA, Member consents to the processing of the personal data contained in Member's Membership and the transfer of such personal data, together with information about the Member's purchase activities, to any of doTERRA's worldwide subsidiaries and affiliated companies, and to others who are in a sales organisation or distribution chain, for the purpose of administering the sales and distribution of doTERRA's products and providing reports to its Wellness Advocates of sales activity in their sales organisations. Member understands that this personal data may be transferred to recipients in countries other than the country in which the data originally was collected. Those countries may not have the same data protection laws as the country in which Member initially provided the data. If you do not want this personal data processed or transferred as described herein, please do not create a Membership with doTERRA. doTERRA's Privacy Policy at https://www. $doterra.com/AU/en_AU/privacy-policy\ contains\ further$ information about doTERRA's privacy practices and procedures including information about how a Member can seek access to or the correction of their personal data, as well as information about how they may make a privacy complaint.

12. Termination:

- (a) Member Termination: Members may terminate their Membership online at any time. The termination will be effective in the calendar month in which it is received so long as the Member's credit card has not been charged for their LRP order for that month. If the Member terminates their Membership after their credit card has been charged for their LRP order for that month, the termination will be effective for theLRP order cycle in the following month,
- **(b) dōTERRA Termination:** Member understands that dōTERRA may terminate their Membership if:
 - (i) the credit card which the Member has authorised expires, is cancelled or is declined; or
 - (ii) the Member breaches the terms and conditions of their Membership and fails to remedy the breach.
- 13. Amendment: Member agrees that these terms and conditions may be amended at any time at the sole discretion of dōTERRA, and Member agrees that upon 30 days' notice any such amendment will apply to Member. Notification of amendments will be published in official dōTERRA materials including the Company's official website. The continuation of purchases of doTERRA products shall constitute Member's acceptance of any and all dōTERRA amendments to the terms and conditions.
- **14. GST:** For the purposes of this agreement, "GST Act" means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and, unless the contrary intention appears, a term which has a defined meaning in the GST Act has the same meaning when used in this agreement.

Unless otherwise stated, all consideration that is to be provided under this agreement is exclusive of GST. If GST is payable, or notionally payable, on a supply made to the WC in connection with this agreement, the WC will pay the supplier an additional amount equal to the amount of GST payable on that supply (GST Amount) unless the consideration for the supply is expressly stated to include GST or the supply is subject to a reverse-charge.

Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time as the GST-exclusive consideration for the supply, or the first part of the GST-exclusive consideration for the supply (as the case may be), is payable or is to be provided. Any payment, indemnity, reimbursement or similar obligation that is required to be made in connection with this agreement which is calculated by reference to an amount paid by the WC must be reduced by the amount of any input tax credits to which the WC is entitled.

Signature



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