

POPULAR STARTER PACKS



Nature's Solutions

WHOLESALE: \$699<sup>NZ</sup> PV: 400

SAVE \$227.75



Home Essentials

WHOLESALE: \$379<sup>NZ</sup> PV: 245

SAVE \$126.00



Emotional Wellness

WHOLESALE: \$252<sup>NZ</sup> PV: 144

SAVE \$33.25



Bedtime Bliss

WHOLESALE: \$184<sup>NZ</sup> PV: 125

SAVE \$22.75

| Product | Quantity | Item Price | Total Price |
|---------|----------|------------|-------------|
|         |          |            |             |
|         |          |            |             |
|         |          |            |             |
|         |          |            |             |
|         |          |            |             |

Grand Total

|  |                                  |   |  |
|--|----------------------------------|---|--|
| First & Last Name  |                                  | Shipping Address <input type="checkbox"/> Same As Billing Address |  |
| Co-Applicant Name:   |                                  | City, Region, Post Code   |  |
| Company Name (if applicable, requires business application addendum) |                                  | Contact Number  |  |
| Billing Address  | Date of Birth (DD/MM/YYYY)       | Co-Applicant Date of Birth  |  |
| City, Region, Post Code  |                                  | Email Address   |  |
| Enrolling Sponsor  | Placement Sponsor (if different) | Phone No. or Wellness Advocate No.                                |  |

I want to be a Wholesale Customer of dōTERRA. I have read and agree to the terms and conditions found on the back of this form and online on doterra.com/NZ/en\_NZ. I agree that I do not currently have an interest in any active dōTERRA account.

|           |                        |      |
|-----------|------------------------|------|
| Signature | Co-Applicant Signature | Date |
|-----------|------------------------|------|

Credit card information must be submitted through online enrolment at [www.mydoterra.com/NZ/en\\_NZ](http://www.mydoterra.com/NZ/en_NZ). Credit card information submitted will be stored through dōTERRA. 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 dōTERRA for future purchases? YES  NO

|                 |                   |                      |                          |
|-----------------|-------------------|----------------------|--------------------------|
| Credit Card No. | Verification Code | Code Expiration Date | 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 Renewal:** 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 Consumer Guarantees Act 1993 (CGA). All amounts in this clause 2 are inclusive of GST.

**3. Return Policy:** The CGA contains rights and remedies when a product does not comply with a statutory guarantee. Amongst other rights and obligations under the CGA and other New Zealand consumer laws, where a product does not comply with a statutory consumer guarantee and the problem with the product can be remedied and is not of a substantial character, dōTERRA may provide a replacement or refund or repair the product. If the problem with the product cannot be remedied or is of a substantial character, the Member may reject the product and request a 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 New Zealand consumer laws, including the CGA, 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) and (e) 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 ("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, dōTERRA 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 dōTERRA; 2) they are unopened and unused; 3) packaging and labelling have not been altered or damaged; 4) the product expiration date has not passed; and 5) the product contains current dōTERRA 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 dōTERRA 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 dōTERRA designated products.

After Member has been an LRP participant for a minimum of 60 days, 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 administrative fee by calling (08) 0046 6815 or contacting dōTERRA Customer Service. Products purchased with LRP credits are not for resale and dōTERRA'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 primary LRP order may only be cancelled by calling the dōTERRA. Any subsequent LRP order can be cancelled online. Further detail about the LRP is provided in the dōTERRA Policy which is available at <https://media.doterra.com/nz-otg/brochures/policy-manual.pdf>

**5. Resale of Products:** Member agrees that they will not resell dōTERRA products purchased through the Membership.

**6. Limitation of Liability:** To the fullest extent permitted under law (but subject always to the CGA):

- (a) dōTERRA excludes all implied terms and warranties relating to the subject matter of this Agreement;
- (b) dōTERRA and its Related Companies (and their respective 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;
- (c) dōTERRA's, and each Affiliate's, liability under or in connection with this Agreement shall be limited to the aggregate value of amounts paid by the Member for the products purchased from dōTERRA under this Agreement in the preceding 12 months, or the time since commencement of this Agreement (whichever period is shorter); and
- (d) dōTERRA's and each Affiliate's liability to the Member for loss or damage of any kind arising under or in connection with this Agreement will be reduced or limited to the extent (if any) that the Member causes or contributes to the loss or damage.

For the purposes of this clause, a Related Company has the meaning given to that term in section 2(3) of the Companies Act 1993, provided that references to "company" in that section will extend to any body corporate wherever incorporated or registered.

#### 7. Dispute Resolution:

7.1 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 Auckland, New Zealand, by an arbitrator to be agreed upon by the parties or, failing agreement, to be nominated by the president or equivalent of the Arbitrators and Mediators Institute of New Zealand Inc (or their nominee). The arbitrator will decide the dispute in accordance with New Zealand law and will conduct the arbitration in accordance with the Arbitration Act 1996. The parties consent to exclusive jurisdiction and venue before any court in New Zealand, 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 New Zealand and, subject to clause 7, the parties consent to exclusive jurisdiction before any court in that jurisdiction. Members agree that, notwithstanding any statute of limitation to the contrary, any claim or action a Member may wish to bring against dōTERRA 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 dōTERRA for such act or omission.

**9. Electronic Communication:** Member authorises dōTERRA and its affiliates to communicate with Member through electronic mail at the email address provided to dōTERRA. Member understands 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. Privacy:

11.1 By creating a Membership with dōTERRA, Member gives consent to dōTERRA to collect, use, store and disclose any personal information that it provides to dōTERRA, or authorises dōTERRA to collect, in accordance with the dōTERRA Privacy Policy (as updated from time to time), a copy of which is available at [https://www.doterra.com/NZ/en\\_NZ/privacy-policy](https://www.doterra.com/NZ/en_NZ/privacy-policy) (Privacy Policy).

11.2 Without limiting the foregoing, WA gives consent to dōTERRA to the processing of the personal information contained in Member's Membership and the transfer of such personal information, together with information about the Member's purchase activities, to any of dōTERRA'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 dōTERRA's products and providing reports to its Wellness Advocates of sales activity in their sales organisations. Member understands that:

- (a) this personal information may be transferred to recipients in countries other than the country in which the information originally was collected;
- (b) those countries may not have the same data protection laws as the country in which Member initially provided the information and may not be required to protect the information in a way that, overall, provides comparable safeguards to those in New Zealand; and
- (c) if the Member does not want this personal information processed or transferred as described herein, it must not create a Membership with dōTERRA.

11.3 dōTERRA's Privacy Policy contains further information about dōTERRA's privacy practices and procedures including information about how a Member can seek access to or request correction of their personal information.

#### 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 the LRP 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 dōTERRA 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 Goods and Services Tax Act 1985 (NZ) 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.

**15. Rights of Affiliates:** For the purposes of the Contract and Commercial Law Act 2017, Part 2, Subpart 1 (Contract Privy), references in this Agreement to an Affiliate are intended to confer a benefit on each Affiliate and may be relied upon and enforced by each Affiliate. However, amendments to this Agreement do not require their consent. This agreement is not intended to confer a benefit on or create any obligation enforceable at the suit of any other person other than the parties

Signature