

It is hereby agreed that the Goods are supplied to the Stockist by asap on the following terms and conditions:-

General

These terms and conditions shall apply to the exclusion of all others including any terms and conditions of the Stockist (whether on the Stockist's order form or otherwise). No Goods or services will be supplied by asap on any terms or conditions other than those set out herein and by ordering Goods the Stockist shall be deemed to agree to these Terms and Conditions. For the purposes of these terms and conditions: asap shall mean Australian Skin Products Pty Ltd (ACN 108 545 955); Stockist shall mean and include the party named and includes the party to whom Goods and services are sold and or in whose name an Account is maintained by asap; Goods shall mean all Goods supplied by asap to the Stockist. asap stockists are required to apply to register with asap prior to selling asap products via e-commerce, asap reserves the right to close any account that does not adhere to this policy. Selling through ebay is prohibited.

Orders

asap encourages Stockists to place orders at least monthly. It is important to asap that orders are processed immediately and dispatched within 48 hours. Orders may be placed online via the asap website, by phone, fax or email:

Online: www.asapskinproducts.com
Phone: 1300 131 970
Fax: 1800 141 100
Email: orders@asapskinproducts.com

Delivery

Freight and handling fees are complimentary where the value of the order is \$500 (inc GST) or more. A freight and handling fee of \$15 (inc GST) applies to orders below \$500 (inc GST). Stockists must inform asap within 7 days of receipt of Goods, of any invoicing or delivery discrepancies. An additional freight charge of \$15 will apply to any order that is redelivered due to being refused or undeliverable the first time. asap has structured its delivery systems to ensure Goods are delivered within the fastest possible time frame. For further information regarding freight and deliveries to your area, please contact asap head office on 1300 131 970.

Payments

Please include your account number and invoice number, as a reference.

Direct Deposits:

Account Name: Australian Skin Products Pty Ltd
BSB: 033-305 Account Number: 355591
Cheques: to be made payable to 'asap skin products'

Credit Card: asap accepts payment by Visa and MasterCard

Payment Terms

Where credit is provided to approved Stockists by way of an Account, payment is due within 30 days from date of Invoice. Invoices are included with dispatched Goods. It is agreed that if the Stockist does not make payment within the period specified herein then asap shall have the right to impose a default charge of 2.5% per month to any amount outstanding for more than sixty (60) days from the date of the statement. Should payment remain outstanding beyond asap's payment terms, the Stockist is liable for all costs including legal costs (on a solicitor/own client basis) and mercantile agents fees incurred by asap in recovering the amount outstanding. Contact the asap Customer Service team on 1300 131 970 or email orders@asapskinproducts.com for any account queries.

Accounts

Either party may terminate the supply agreement with 30 days written notice, however, asap has the right to close any Account and terminate any and all credit facilities at its absolute discretion, in the event that debts become overdue. asap has the right to set limits on the amount of credit to be made available to the Stockist and to vary these amounts at any time, at asap's absolute discretion. The Stockist should allow 5 working days for approval of credit by way of an Account. Stockists are required to spend a minimum of \$3,000 exclusive of GST on product within any consecutive 12 month period in order to maintain an active account. asap, at its absolute discretion, reserves the right to change any account that does not meet this criteria to a 'Non-Serviced Account'. A Non-Serviced Account will be removed from Account Manager call cycles and will not be listed as a stockist on the asap Website (as stock levels cannot be guaranteed). Non-Serviced accounts will be managed by head office and may continue to place orders.

Title & Risk

If payment is made by the Stockist by way of cheque, ownership shall not pass to the Stockist until the cheque has been honoured. The Stockist hereby acknowledges that property and ownership of the Goods will remain with asap and is only transferred when all sums owing by the Stockist to asap on any account whatsoever have been fully paid. The Stockist must whenever requested by asap sign all documents and do all acts and things requested by asap to register the interest of asap on the Personal Property Securities Register and such other register as asap requires under the Personal Property Securities Act.

Jurisdiction

The proper law of all contracts arising between asap and the Stockist is the law of the State of Victoria and the parties agree that all claims and disputes relating to the Goods shall be determined in the Court of competent jurisdiction nearest Melbourne.

Qualified Skin Professional

Stockists must have a full time Certificate IV/Diploma Level Beauty Therapist, or Doctor/Nurse employed to prescribe asap's active range of skin care and shall provide proof of same upon request. asap reserves the right to close Accounts that do not meet this criteria or whose premises do not meet asap standards.

Training

asap is committed to helping Stockists grow their businesses. We recognise the importance of completing regular, quality training, and as a result, it is a requirement that all asap Stockists and their staff complete at least one asap training session each calendar year to remain an active asap Stockist. asap reserves the right to close any account that does not meet this criteria. asap will provide microplus+ and peel training free of charge with the initial purchase of these goods. Any subsequent training will incur a fee of \$75 plus GST for each instance.

Chemical Peels

Under no circumstances is an asap stockist, or member of their staff, to apply asap Chemical Peel product without having undergone asap peel training with an asap account manager and signing an asap peels agreement form.

Change of Ownership

The Stockist agrees to notify asap in writing of any change of ownership of the Stockist within 7 days from the date of such a change and indemnifies asap against any loss or damage incurred by it as a result of the Stockist's failure to notify asap of any change.

Product Returns

All product returns must be accompanied by a pre-approved RA (Return Authorisation) Form and may be subject to a restocking fee. Client returns must also include a fully completed Adverse Reaction Report. RA Form, Adverse Reaction Report and asap's Terms and Conditions are available in the professional section of the asap skin products website.