



BEAUTÉDERM

RESELLER AGREEMENT

This Agreement made this _____ day of _____, year _____ between BEAUTEDERM CORPORATION hereinafter known as “Beautederm”) and _____ (“Reseller”) WITNESSETH THAT:

BEAUTEDERM agrees that the Reseller may purchase the products of BEAUTEDERM at prices determined by BEAUTEDERM which are below the suggested retail price, subject to BEAUTEDERM’s policies regarding sales, marketing and payment.

The Reseller represents and warrants that all the information he/she has given in this Application Form and Agreement is true and accurate.

The Reseller agrees:

- a) To obtain and maintain all permits and licenses necessary for the continuance of his/her business.
- b) To ensure that he/she complies with all applicable laws governing his/her business, including payment of all taxes.
- c) To pay for all his/her purchases in accordance with the payment policies of BEAUTEDERM without the need for BEAUTEDERM to demand payment.
- d) To hold BEAUTEDERM, its officers and employees free and harmless from any claim, expense, liability, suit or demand arising from the conduct of his/her business.
- e) To immediately inform BEAUTEDERM of any change in his/her personal information given in this Application Form.
- f) Not to allow anyone to use his/her Reseller’s account/ID to purchase at a discount. Only the registered Reseller may use the Reseller’s account/ID. (Representatives may collect items on behalf of the Reseller only with a valid letter of authorization.)
- g) To sell all products bought from BEAUTEDERM only at the suggested retail prices set by BEAUTEDERM, which are current at the time of sale.
- h) Not to sell BEAUTEDERM’s products in or to retail stores, supermarkets or other fixed places of business as well as online marketplaces such as Lazada, Shopee and other similar sites **WITHOUT PRIOR WRITTEN PERMISSION FROM BEAUTEDERM.**
- i) Not to sell BEAUTEDERM’s products to customers outside the Philippines without prior written permission from BEAUTEDERM. International deliveries require documents and permits that can only be provided by BEAUTEDERM, and are subject to import regulations specific to each country.
- j) **TO STORE THE PRODUCTS AWAY FROM SUNLIGHT AND BELOW 35 DEGREE CENTIGRADE TO PRESERVE THE QUALITY OF THE PRODUCTS.** Failure to do so will cause irreparable damage to the products such as loss of fragrance, separation or discoloration since the products do not contain chemical stabilizers or emulsifiers.
- k) To never leave the products in the vehicle or any other place that may be subject to heat, and to accept liability for any change in the quality of products not properly stored in accordance with these directions.
- l) To allow use of his/her name for publication from time to time in company documents, merchandising and other material especially in relation to sales figures and performance tables.
- m) To maintain a minimum average purchase level of P10,000/month on the 1st to 3rd months, P15,000/month on the 4th – 6th months, P25,000 on the 7th to 9th month and P50,000 on the 10th to 12th month (Quota) net of Reseller’s discounting order to continuously avail of discounts.
- n) **NOT TO ALLOW ANYONE CREATE THEIR OWN PROMO; “EVERYONE SHOULD STRICTLY FOLLOW PROMO’S SET AND APPROVED BY THE HEAD OFFICE ONLY”**
- o) **EXERCISE PROPER ETHICS IN SELLING.**
- p) **NOT TO SELL OTHER PRODUCTS IN DIRECT COMPETITION TO BEAUTEDERM PRODUCT LINES.**
- q) **NOT TO CREATE FB PAGE, Only FB/IG account is allowed for Resellers.**
- r) **NOT TO OPEN PHYSICAL STORE** without approval from the Head Office. Failure to comply will mean automatic cancellation of certificate/license to sell Beautederm Products. He/She will also be automatically blacklisted from the Company.

BEAUTEDERM and the Reseller agree:

- A) That this Reseller Agreement does not make the Reseller an employee or agent of BEAUTEDERM. The **Reseller is an INDEPENDENT BUSINESS PERSON.**
- b) That this Agreement does not give the Reseller authority to enter into any agreement or contract with any party by representing himself/herself as an employee or agent of BEAUTEDERM or commit BEAUTEDERM to any contract or agreement with any third party.
- c) That this Agreement does not confer authority to the Reseller to use any of the trademarks or trade names owned by BEAUTEDERM.
- d) That the Reseller will abide by all policies of BEAUTEDERM which may change from time to time.
- e) That BEAUTEDERM may change its prices, commission, incentive and credit policies with regard to the Reseller and may reduce or cancel discounts or other benefits without prior notice.
- f) That either party may terminate this Agreement, with or without due cause, at any time upon notice to the other. Upon termination, all monies owed by Reseller shall become immediately due and payable.
- g) That in case of dispute arising directly or indirectly from this Agreement, settlement shall be pursued by either Arbitration or through the proper courts at the option of BEAUTEDERM.
- h) That this Agreement supersedes any prior agreements between BEAUTEDERM and the Reseller.

CONFORME:

RESELLER

BEAUTEDERM