



TERMS & CONDITIONS

Trade Terms

These Terms & Conditions refer to the below:

“Purchaser” – entity or person(s) purchasing Goods from Tonic

“Goods” - any product or service sold to the Purchaser by Tonic

“Tonic”- Tonic Product Development ACN 068 921 460

Order Conditions

The Purchaser acknowledges and agrees that:

For orders made in AUD - \$500 minimum order value applies, excl GST and freight.

All displayed wholesale pricing is exclusive of GST.

Tonic reserves the right to revise pricing at any time on written notice to the purchaser.

All Goods are to be purchased in packs (as set out below). Should an order not meet this requirement, the Purchaser agrees that Tonic may increase quantities to the next pack multiple.

- * Heat Pillows – packs of 4
- * Heat Wraps & Vanities – packs of 2
- * Soaps, Sachets & Face Masks – packs of 6
- * Jewellery storage & Cosmetic Bags – packs of 3
- * Eye Pillows, Eye Masks, Shower Caps & Hot Water Bottles – packs of 3

The above packs may be revised by Tonic from time to time on written notice to the Purchaser.

Payment Terms

All orders placed with Tonic are to be paid in full prior to despatch unless otherwise agreed in writing with the Purchaser.

Payment Methods

TONIC PRODUCT DEVELOPMENT | ABN 91 068 921 460

6 Home St, Elsterwick, Victoria 3185, Australia | + 61 3 9523 1377
info@tonic.net.au | tonic.net.au



Credit Card Payments – Visa and Mastercard are accepted with no surcharge.

Direct Deposit – for prompt despatch please email the payment receipt to info@tonic.net.au. Tonic is not responsible for any delivery delays arising from unconfirmed direct deposit payments.

Delivery

All Goods are to be delivered to a physical address – PO Boxes are not permitted.

Every effort is made to despatch Goods within 1-2 working days of order (subject to payment terms).

Freight is via our chosen service and is charged at a flat rate per order based on Purchaser location. Please contact info@tonic.net.au for current rates.

Should no one be in attendance to accept the delivery, a redelivery charge may apply. We suggest advising of store opening days & times at placement of order to avoid such charges.

Order Acceptance / Returns

The Purchaser shall inspect the goods upon delivery and advise Tonic within seven (7) Business Days (via written notice) if the goods are not in accordance with those ordered.

Should the Purchaser deem any goods to be faulty, the goods must be isolated and Tonic advised so that the appropriate assessment of the goods may be undertaken. No goods shall be returnable for credit until such time as confirmation is issued by Tonic to the Purchaser.

Authorised Retailers

The Purchaser agrees to:

1. notify Tonic in writing the name(s) of the name and address of the retail store and/or business website on which they intend to sell the Goods provided by Tonic to the general public at large ("**Platforms**"); and



2. only sell the Goods to the public via Platforms which have been previously approved in writing by Tonic (such approved Platforms may be amended from time to time by mutual written agreement).

For the avoidance of doubt, reselling the Goods on 3rd party websites (including but not limited to Ebay, Amazon, Facebook Marketplace and similar) is strictly prohibited.

Sale of the Goods via market stalls or temporary pop up locations is only permitted with written agreement from Tonic.

Exclusivity of Area

Reasonable effort is made by Tonic to offer geographic exclusivity to Purchasers with a permanent, physical store location.

This effort excludes:

- * major retailers & department stores
- * chain retail stores with 3 or more store locations

This exclusivity is subject to evaluation of order frequency and value.

Website Photography

When selling the Goods online, only the supplied Tonic imagery should be used.

Exceptions can be made for hampers, gift boxes and bundles that feature other product offers.

A library of detailed product images is available to the Purchaser for use on Purchaser's website. Please contact info@tonic.net.au for access to this library.

Social Media and Marketing

Tonic has a library of lifestyle imagery available for use by Purchasers for social media and marketing purposes.

Please contact info@tonic.net.au for access.

Where Purchasers take their own photos of Tonic Product Development Goods for social media & marketing, please ensure the colour, shape and size is as close to real life as possible.



Consideration should also be taken to photographing Tonic Product Development Goods separately to brands or products that may be conflicting or considered competitors to Tonic Product Development.

We also encourage reposting (with credit) on social media.

Instagram @tonicaustralia

Facebook Tonic Australia

The Purchaser agrees to immediately remove and to cease using any Tonic imagery or other imagery of the Goods upon receipt of a written request from Tonic to do so.

Manufacturing & Ethical Code of Conduct

Tonic is committed to following an ethical sourcing process and has a clear ethical sourcing policy detailing our expectations of our suppliers, contract manufacturers and subcontractors to do the same.

This Policy covers human rights, fair working conditions and environmental protection.

A copy of this Policy can be made available to Purchasers upon request.

Intellectual Property

The Purchaser acknowledges that:

1. Tonic Product Development protects its intellectual property (designs, artwork etc) via Trademark registrations (see below); and
2. any intellectual property shared by Tonic Product Development will remain the property of TONIC PRODUCT DEVELOPMENT at all times.

Specifically, the Tonic Jewellery Cube is a registered design - CERTIFIED AU DESIGN #201713015



Tonic Product Development reserves the right, without notice and irrespective of whether or not an order has been accepted, to withhold supply of the goods to the Purchaser should any breach of these terms & conditions arise.

Tonic Product Development shall not be liable for any loss or damage resulting directly or indirectly from such action.

The Purchaser agrees to remain liable to Tonic for any loss or damage suffered by Tonic as a result of a breach of this agreement and/or any wilful misconduct or negligence by the Purchaser or any of the Purchaser's employees, representatives or agents.

Authorised Signatures & Acknowledgements

I/We agree that on the making of this application, we agree to be bound by the Terms and Conditions as specified by Tonic (above).

I/We have read and understood the Terms and Conditions above and agree that, subject to Tonic's acceptance of this application, those conditions will apply.

I/We declare that the information provided on or pursuant to this application is true and correct in every particular and it is upon this basis that Tonic is to determine whether or not to grant this application.

Tonic reserves the right to accept or reject the application in its absolute discretion.

[signing page below]



[Authorised representative to sign for a company, individual to sign for sole trader, partners to both sign for partnership]

Name:

Position:

Signature:

Date:

Name:

Position:

Signature:

Date: