

# SHAKTI

## Wholesale Terms & Policies

### Ordering:

Minimum Order Quantity - 6 Units

### Pricing

If listing Shakti products online, we sincerely request that you adhere to the RRP at all times.

### Wholesale Program Terms & Policies

By becoming a Shakti Mats Wholesale partner, you agree with the terms and policies in the agreement ("Agreement") below. Please read the entire Agreement. It is a legal agreement between you and Shakti Mats Australia PTY Ltd. By submitting the online application, you agree that you have read and understood this Agreement, and that, if Team Shakti NZ Ltd accepts your application, you agree to be legally responsible for each term and policy.

This Agreement begins when Shakti Mats Australia PTY Ltd. accepts you as a wholesaler and will end when your participation is terminated by either party.

Shakti Mats Australia PTY Ltd. may change this Agreement at any time. If any change is unacceptable to you, you are entitled to terminate your participation. Your continuing participation as a wholesaler will constitute your acceptance of any change. It is your responsibility to keep up to date with any changes made to the Agreement

You or Shakti Mats Australia PTY Ltd. may suspend or terminate your participation as a wholesaler at any time for any reason.

Shakti Mats Australia PTY Ltd. reserves the right to change the price of their wholesale or retail products at any time.

### Online Advertising Policy

You shall not purchase keywords, domain names or any other identifiers that include the words "Shakti" or "Shakti Mats" or any variations or misspellings thereof on third party websites or platforms not owned by yourself.

Specifically, this policy prohibits you from:

- 1) Bidding on "Shakti Mats", "Shakti", and any similar keyword strings for advertisements on search engines (e.g. Google, Bing) and marketplaces (e.g Amazon),
- 2) Listing our range on marketplaces such as Amazon, And
- 3) Purchasing domain names based on "Shakti" or variations

### Assets

Shakti Mats Australia PTY Ltd. grants to you a non-exclusive, non-transferable license ("License") to use Retailer Assets as specified under the terms and policies of this Agreement. The term of the License shall expire upon your departure as a wholesaler or termination of this Agreement.

You will use the Assets as Shakti Mats Australia PTY Ltd. instructs:

# *SHAKTI*

- 1) You will not alter, add to, subtract from, or otherwise modify the Assets as Shakti Mats Australia PTY Ltd. provides them unless you obtain prior written consent from Shakti Mats Australia PTY Ltd..
- 2) You may only use the Assets for the purpose of promoting Shakti Mats Australia PTY Ltd. and its products.
- 3) Shakti Mats Australia PTY Ltd. retains all rights, ownership, and interest in the Assets, and in any copyright, trademark, or other intellectual property in the Assets. Nothing in this Agreement shall be construed to grant you any rights, ownership, or interest in the Assets, or in the underlying intellectual property, other than the License to use Assets as granted in this Agreement.
- 4) You will not make any claim to ownership of the Assets, or of the copyright, trademark, or other intellectual property therein.
- 5) You will not publish or otherwise distribute any other advertising materials that reference Shakti Mats Australia PTY Ltd. unless Shakti Mats Australia PTY Ltd. gives prior written consent to the distribution of such materials.

## **Prohibited Claims**

You shall not make claims that Shakti Mats Australia PTY Ltd. products or services are intended to diagnose, treat, cure, or prevent any disease.