



1. APPLICATION

Application to become a Stockist of Good Riddance products is through our website wholesale.naturalwonders.com.au

The Stockist warrants that the information provided in the application is true and correct and must immediately inform us in writing if any details, including Stockist contact details, change or are altered.

Submission of a wholesale application form through the website will indicate that you accept the terms of this stockist agreement, including in relation to all orders made by you to us.

2. ORDERS

Once approved as a Stockist, you will be able to place an order through our wholesale website. The Stockist warrants that information provided to us on the wholesale application form is true and correct and is completed by an authorised representative of the Stockist.

Once you have placed and paid for your order with us, we will issue you a confirmation of order email. This email will only be an acknowledgment and will not constitute acceptance of your order.

We may in our absolute discretion refuse to accept an order from you for any reason, including without limitation, due to unavailability of stock.

Until the time we ship your order, we reserve the right to refuse to process or cancel your order and you have the right to cancel your order. If we or you cancel your order before it is accepted, we will promptly refund any payment made by you in relation to the order.

All products are quality checked before being sent to you. All risk in the products will pass to you at the time the order leaves our premises. From the time when risk passes to you, we will not be liable for any loss, damage or destruction of the products.

MINIMUM ORDERS

A minimum order value of AUD \$250 applies to all wholesale orders.

TESTERS

A minimum of 4 of any single line item is required if requesting a free tester for that line item.

3. PAYMENT TERMS

We will invoice you for the cost of the products and shipping (inclusive of GST) upon receipt of your order and amounts must be paid in full before products will be shipped. Payment is required at the time of order. Unless otherwise stated, all charges are in Australian (AUD) dollars.

4. SHIPPING & HANDLING

Orders over \$500 are shipped free of charge by road for all stockists located in Australia via our preferred supplier. If express shipping is required, the cost will be charged to the stockist.

Orders under \$500 incur the shipping charges as charged by our preferred carriers.





4.1. INTERNATIONAL SHIPPING

The above conditions may not apply to international orders i.e. parcels being dispatched to addresses outside of Australia.

The cost of shipping parcels internationally will generally be higher than stated above and will be calculated on an individual order basis and notified to the customer at the point of sale or via email.

Delivery time, tracking and conditions of delivery will be unique to each international order.

The customer will be responsible for the cost of shipping the product to an international address, including any import duties or taxes, and for ensuring the product purchased is acceptable for import under customs law in the relevant country. Natural Wonders Australia Pty Ltd will not be liable for, including any costs associated with, import, seizure, taxation or non-delivery of products, orders or parcels requiring international delivery.

5. INSURANCE

Stockists should arrange their own insurance for the products ordered while in transit. Natural Wonders Australia Pty Ltd does not provide insurance cover for the cost of products damaged in transit, nor do we reimburse Stockists as a consequence thereof.

6. DELIVERY

Delivery of your order once processed and packaged can take anywhere between 7-14 days (or longer if you are located outside of Australia). Please factor this in when placing your order.

We will try to let you know if we expect to be unable to meet our estimated delivery dates, but will not be liable for any loss, liability, costs, damages, charges or expenses arising from late delivery of your order.

You must ensure that you are able to take delivery of your order without undue delay and at any time reasonably notified by us or the freight carrier. If delivery or collection is delayed through your unreasonable refusal to accept delivery or if you do not accept delivery or collect the order from the carrier within the timeframe specified, we may do either or both of the following:

- (a) charge you for our reasonable storage fees and other costs reasonably incurred by us; or
- (b) notify you that we are cancelling the applicable order, in which case we will refund to you any payment made to us for the order, less our reasonable administration, storage and freight costs.

You must take care when opening the order so as not to damage the products, particularly when using any sharp instruments. We will not take responsibility for any damage to the products caused by you.





7. RETURNS

Upon receipt of your order, please immediately inspect the order for any faulty or incorrectly described products.

We will happily accept return of any products that are faulty or incorrectly described (excluding products damaged in transit) if:

- (a) we are notified within 7 days of receipt of the order of the fault or issue;
- (b) the products are unused with the original labelling still attached; and
- (c) the products are in the original packaging.

We are unable to offer a refund, replacement or exchange for products damaged in transit or as a result of a change of mind. If we are satisfied that the products are faulty or incorrectly described, we may either:

- (a) refund you the cost of the products; or
- (b) replace the products at no cost to you.

When returning products to us, you are responsible for the associated costs, however we will ship any replacement products back to you at no charge. We recommend that you use registered post as we will not take responsibility for products not received if you attempt to return them via non-registered post.

Please return products to:

Natural Wonders Australia Pty Ltd
6/27 Thornton Cres
Mitcham, VIC 3132 Australia

Once received, we allow up to 7 business days to process your return and issue a refund or replace the products. We will contact you once we have processed the return.

NOTE: We will not be able to refund you for any delivery fees that you paid to have the original order shipped.

If in our reasonable opinion the returned products do not comply with this clause, we will ship the products back to you at your expense without refunding or replacing the item.

8. CONSIGNMENT

We do not offer consignment arrangements.





9. SALE OF GOOD RIDDANCE PRODUCTS

The Stockist is entitled to sell the Good Riddance products it has ordered and paid for from Natural Wonders Australia Pty Ltd at or on the site or location specified in the Stockist's application. The Stockist must seek our prior written consent to sell Good Riddance products at or on additional or alternative sites or locations.

The Stockist is not entitled to distribute the Good Riddance products to any third party without the prior written consent of Natural Wonders Australia Pty Ltd.

The Stockist agrees that it will not use the Good Riddance products in any manner not specifically authorised by this Stockist Agreement without the prior written consent of Natural Wonders Australia Pty Ltd.

Natural Wonders Australia Pty Ltd reserves all rights not granted under this Stockist Agreement, including without limitation, Intellectual Property rights.

10. GOOD RIDDANCE BRANDING

Natural Wonders Australia Pty Ltd grants the Stockist the right to use the Good Riddance brand, including without limitation its name, logo and Australian registered trademarks, in relation to the sale of the products ordered, including advertising of the products.

The Stockist may only use the Good Riddance brand for Good Riddance products ordered in accordance with this Stockist Agreement. The Stockist must not edit, alter or adapt the Good Riddance brand. All other uses are reserved by Natural Wonders Australia Pty Ltd and require prior written consent.

The Stockist must not remove any Good Riddance brand from the products, including from any packaging, labelling, enclosures, promotional material, advertising or other. The Stockist acknowledge and agrees that in any use of the Good Riddance products or Good Riddance brand, the Stockist will at no time stipulate, suggest, imply or otherwise that the products contain therapeutic or medicinal benefits. The Stockist acknowledges and agrees that this is a material obligation and warranty of the Stockist.

The Stockist may not use the terms "Good Riddance" or "Natural Wonders" in their business name or social media page name.

11. TITLE AND INTELLECTUAL PROPERTY

The title in the Good Riddance Products transfers to the Stockists upon successful payment for an order. The legal ownership of any intellectual property, including copyright, in the Good Riddance production and Good Riddance brand remains the property of Natural Wonders Australia Pty Ltd.

12. LEGAL COMPLIANCE

The Stockist agrees to comply with any applicable legal and other requirements, including relevant Australian and International legislation, regulations, codes and standards, relating to their business and the sale of the Good Riddance products in the territory where the products are to be sold, and will not sell any products that do not meet such requirements.



13. REPRESENTATIONS, WARRANTIES AND INDEMNITIES

The Stockist represents and warrants that:

- (a) it has the right and authority to enter into and to perform its obligations under this Stockist Agreement;
- (b) it will diligently sell, distribute, promote and advertise the Good Riddance products to a high standard and in accordance with any relevant law, regulation, code, requirement or specification;
- (c) it will ensure that any use of the Good Riddance brand in relation to the Good Riddance products and all related promotion and advertising or other authorised use are of a high quality;
- (d) it will not use the Good Riddance brand in any way other than as authorised in this Stockist Agreement;
- (e) it will promptly notify us of any claim or suit arising out of or in relation to the Stockist's use or sale of the Good Riddance products or the Good Riddance brand as authorised by this Stockist Agreement and will defend any such claim at the Stockist's expense.

The Stockist will unconditionally indemnify and keep indemnified Natural Wonders Australia Pty Ltd against all damages, loss, liability, costs or expenses (including reasonable legal expenses on a full indemnity basis) in respect of all claims, demands, actions, proceedings or prosecutions which may be brought, commenced or prosecuted or otherwise incurred against Good Riddance as a result of, relating to or arising out of:

- (a) the sale, distribution or commercial use of the Good Riddance products; or
- (b) a breach of any of the Stockist's representations and warranties herein.

14. TERMINATION

Natural Wonders Australia Pty Ltd may terminate this Stockist Agreement immediately by giving written notice to the Stockist if the Stockist:

- (a) is in breach of any material obligation, warranty or representation made in this Stockist Agreement that is not or cannot be rectified within 7 days of receiving notice of the breach by Natural Wonders Australia Pty Ltd;
- (b) goes beyond the scope of any licence granted under this Stockist Agreement;
- (c) is declared bankrupt, become insolvent, have a liquidator appointed or goes into administration, voluntary or otherwise, or ceases to carry on business or threatens to do so;
- (d) engages in any conduct prejudicial to the reputation of Good Riddance or Natural Wonders Australia Pty Ltd;
- (e) no longer orders or sells Natural Wonders Australia Pty Ltd's products or uses Good Riddance's brand





Upon termination of this Stockist Agreement, the Stockist:

- (a) must immediately return to Natural Wonders Australia Pty Ltd or at Natural Wonders Australia Pty Ltd's request destroy, all property belonging to Natural Wonders Australia Pty Ltd in its possession;
- (b) must immediately cease reproduction or use of the Good Riddance brand;
- (c) pay Natural Wonders Australia Pty Ltd all amounts payable under this Stockist Agreement that remain outstanding as at the date of termination.

15. DISPUTES

SHOULD ANY DISPUTE ARISE CONCERNING ANY MATTER REFERRED TO IN THIS STOCKIST AGREEMENT, BEFORE STARTING ACTION IN A COURT OR TRIBUNAL IN RELATION TO THE DISPUTE, THE PARTIES WILL ATTEMPT TO RESOLVE THE MATTER IN ACCORDANCE WITH THIS CLAUSE.

The aggrieved party will notify the other party in writing setting out the nature of the dispute.

Once the parties have been notified of the dispute, the parties must arrange for representatives to meet within 14 days and take all reasonable steps to resolve the dispute.

If the dispute is not resolved within 28 days from the date of notification of the dispute, the parties agree to submit the dispute to either a mediator or mediation process that all parties agree to. If the parties are unable to agree to a mediator or mediation process, they will submit to mediation according to Institute of Arbitrators and Mediators Australia's mediation rules. Any costs associated with the mediation will be shared equally between the parties.

The parties must continue to perform their respective obligations under this Stockist Agreement despite the existence of the dispute.

16. GENERAL

All notices, order or other communication required under this Stockist Agreement must be in writing and provided to the addresses on the application and/or order forms, or such other address as notified by the parties from time to time.

This Stockist Agreement contains the entire agreement of the parties relating to the subject matter. It supersedes all or any written or partly written and oral agreement between the parties.

The Stockist Agreement may only be changed in writing, as agreed to and signed by each party.

The parties acknowledge that they are independent contractors and that nothing in this Stockist Agreement creates any relation of partnership or employment between the parties.

The Stockist may not assign, subcontract, novate or otherwise divest this Stockist Agreement or any of the rights or obligations under this Stockist Agreement without Natural Wonders Australia Pty Ltd's prior written consent.

Invalidity of any clause of this Stockist Agreement will not affect the validity of any other clause except to the extent made necessary by the invalidity.

This Stockist Agreement is governed by the laws of Victoria and the parties submit to the jurisdiction of the courts of Victoria.

