



ABN- 95259067552

Website- www.lustminerals.com.au

Email- info@lustminerals.com.au

This Agreement was made on ____ / ____ / 2017

Between: _____ ("The Artist")

Trading as _____

ABN _____

And Lust Mineral Cosmetics ("the Distributor")

1. DEFINITIONS

1.1 Lust Minerals ("the Distributor") is a Wholesale Distributor of Lust Mineral Cosmetics to qualified Skin Care Professionals, Medical Professionals, and Qualified Accredited Makeup Artists.

1.2 "Agreement" means this Agreement between the Artist and the Distributor

2. SALE OF Lust Minerals PRODUCTS

2.1 The Artist:

2.1.1 Shall supply Lust Minerals products only to their clients;

2.1.2 Shall not sub-distribute to other stockists, agents or retail outlets;

2.1.3 Shall not, directly nor indirectly, sub-distribute Lust Minerals products to any person, agent or retail outlet outside Australia;

2.1.4 Shall not exhibit or sell Lust Minerals products at flea-markets, side-walk sales, or from any area outside the artist clinic or premises unless prior discussed with Lust Minerals head office.

2.1.5 Shall under no circumstances allow DISPLAYS, TESTERS, PALETTES AND/OR PALETTE REPLACEMENTS to be resold. Any such sale may jeopardise a artists ability to obtain future product from Lust Minerals.

2.1.6 Shall not sell Lust Minerals products over any third-party Web site, such as eBay, Amazon.com or the like. Stockists may not use proxy names to sell through these channels or sell to others who then sell through these channels.

2.1.7 Shall not sell Lust Minerals products at discounted prices over any social media Web site, such as Facebook, Twitter, YouTube or the like without the explicit prior written approval of Lust Minerals

2.1.8 Acknowledges that by signing this agreement that the artist is specifically agreeing that they will only purchase Lust Minerals products for resale in Australia

2.1.9 The Artist may sell Lust Minerals products on their website at full retail and must NOT sell or advertise lust mineral products at a discount unless prior written consent have been issued by Lust Minerals head office.

2.1.10 Must obtain Lust Minerals prior written approval before promoting or offering a sale of any Lust Minerals products over the Internet. i.e discounts (facebook/ instagram advertising for your clinic using Lust Minerals is acceptable but products must be listed at full price)

A customer request for such approval must be made directly to Lust Minerals *via email* info@lustminerals.com.au

2.1.11 The Client must have signed and returned the Lust Minerals Marketing Policies document before using any copyright materials. This document is available from the supplier on request.

2.1.12 The Artist cannot move the Lust Minerals range from the allocated address as listed on this contract without prior notice to Lust Minerals head office.

2.1.13 Lust Minerals reserves the right to terminate this contact should the artist move to a location that is deemed by Lust Minerals as to close to another artist stockiest.

2.1.14 Acknowledges that in the event of any breach of the provisions of clauses 2.1.1 to 2.1.13 that Lust Minerals may suspend or terminate this agreement or any approvals made under this agreement.

2.2 The Distributor:

2.2.1 Shall provide the artist with a price list with the recommended retail prices including GST.

3. PAYMENT

3.1 All Lust Minerals products are supplied on a strictly PREPAID basis.

3.2 Payment can be made by credit card or direct deposit. Credit Card transactions incur a 2% fee.

3.3 Payment must be received for any outstanding invoices before new orders will be dispatched.

3.4 Cheques must be made payable to Lust Minerals in full and the correct business name and invoice number/s be clearly written on the back of each cheque.

3.5 The Artist agrees and undertakes to pay a \$50.00 administration fee for any dishonored cheque.

3.6 Direct deposits and internet banking payments should be made to:

Account Name: **Lust Mineral Cosmetics**

Bank: **National Australia Bank**

BSB: **084756** Account Number: **9474 60966**

A copy of the deposit slip with the "Lust Minerals account number" clearly indicated should be faxed to the Distributor and the deposit slip retained as proof of payment.

3.7 If payment is made directly to any member of the Distributor's staff, a receipt is to be obtained.

3.8 The artist agrees and undertakes to pay any costs incurred by the Distributor for the collection of money owed by the Artist.

3.9 The Artist agree that a minimum order of \$80 at any one time. The Artist also agrees to a minimum order of \$200 must be placed within a three month period or the stockiest rights may be discontinued.

4. RETURN OF PRODUCTS

4.1 Should you receive any product that has been damaged during postage, the same product will be replaced. Please notify head office within 24 hours and return the damaged item to Lust Minerals head office accompanied with a returns form filled in within 3 working days.

4.2 Damaged Products: Lust Minerals will replace damaged or defective goods with the same product or a credit on your next order will be issued. To preserve any claim it may have, customer shall inspect all goods delivered hereunder for damage, defect or shortage immediately upon receipt and shall notify Lust Minerals within three (3) working business days of delivery of any damage, defect or shortage.

4.3 Faulty products must be returned to head office accompanied with a returns forms filled in. All products are inspected by head office prior to being packaged however if on the rare occasion you receive a faulty product it must be returned within 3 working days. Lust Minerals head office will inspect the product and if they deem it faulty it will be replaced. Please enclose return postage receipt in order to receive a refund for the postage.

4.4 Sensitivity: This is rare, however in the event that this may occur, have your client discontinue use of product immediately. Contact Lust Minerals to request a Sensitivity Declaration Form. Complete and return this form with your clinic's client signed record card and the product to Lust Minerals. Upon receipt, if it is a valid sensitivity to the product Lust Minerals will replace the product that is causing the sensitivity (please note if client has purchased many products – Lust Minerals will only replace the specific product that is causing the sensitivity). The SD form is for our use to ensure the quality of our product, and possibly highlight any patterns of sensitivity to a particular item.

4.5 Wrong Colour/Customer Dissatisfaction: To ensure that our customers' clients have plenty of opportunity to decide that their purchase is right for them make sure a written colour match form is written up and placed in the client's folder. If a client returns home and decides that the product is not what they want, Lust Minerals does not bear responsibility for replacement, your clinics return policy comes into effect.

4.6 Stock Exchanges: In general, Lust Minerals does not accept stock exchanges. Any exception to this policy must be within 7 days of purchase, must be approved by Lust Minerals prior to return, and is subject to 25% restocking fee.

4.7 Lust Minerals will not accept the return of damaged, old or discontinued products

4.8 Lust Minerals cannot accept returns of products with slight colour variations. This is normal due to the product being 'all natural' with minimum preservatives in the product. **Please allow a 10% discrepancy. All such products shall be stored at 25 degrees or less at all times.** Lust Minerals shall not be liable for any products if not stored correctly.

4.9.1 Lust Minerals will only accept the return of products if Lust Minerals has sent incorrectly. Once the order has been placed please allow our staff to read it back to ensure its accuracy.

4.9.2 Lust Minerals will not accept used accessories; however, Lust Minerals will replace faulty accessories.

5. RETENTION OF TITLE

5.1 Title in the goods supplied shall not pass to the Artist until payment in full of the purchase price is received by the Distributor (whether for the goods the subject of the most current order or any other goods supplied by the Distributor to the Artist for which payment remains outstanding). The Artist shall hold the goods as the fiduciary agent and bailee of the Distributor in the meantime.

5.2 The Artist may resell the goods but only as the fiduciary agent of the Distributor and any sale is to be at arm's length and on market terms;

5.3 Pending re-sale or use of the goods, they are to be kept separate from the Artist's own property and properly stored and insured;

5.4 All proceeds of any dealing with the goods are to be kept in a separate account in trust for the Distributor until the Artist's liability to the Distributor is discharged;

5.5 The Distributor is empowered to appropriate payments to such goods and accounts as it thinks fit.

6. ORDERING

6.1 After placing your order, you can expect a 48 hour minimum turn around for processing. There can also be up to a 10day wait for big orders as the distributors may not have all your items ordered in stock. The shipment will then be dispatched after that time once payment has been arranged/ received. All ordered MUST be emailed to your local representative or head office. No call or text message orders excepted.

6.2 To order online – this has not yet been made available for stockists

7. DELIVERY OF GOODS

7.1 The Distributor will not be responsible for late deliveries.

7.2 The Distributor will check each order before the order leaves the Distributor's stock room. It is the Artist's responsibility to check the order upon its receipt. Any Discrepancies must be brought to the Distributor's attention within 24 hours of delivery.

7.3 Should you not be at your delivery address to receive an order/delivery from Distributor and the courier has to redeliver at another time, the Distributor will invoice you for this extra delivery charge at the same rate charged to the Distributor by the courier. Please ensure any special delivery instructions are given on the last page of this agreement.

8. POSTAGE

8.1 Postage is as per a Freight & Handling Protocol for your Zone. (your area manager will advise you of the charges)

8.2 Dependent on delivery locality, (including GST), incur a handling/freight fee.

8.3 All postage for the Sunshine Coast QLD based stockist will incur a flat rate shipping and handling fee of \$25. All other states will incur a rate based on their delivery address - these postage charges are subject to change without notice.

9 TRADEMARKS AND COPYRIGHT

9.1 The artist is permitted to use Lust Minerals and other Lust Minerals promotional materials, images and copy, solely in connection with Lust Minerals products, and solely in a manner approved by Lust Minerals.

9.2 The Artist must have signed and returned any Lust Minerals marketing policies document before using any copyright materials. These policies can be requested from info@lustminerals.com.au

PREPAID ARTIST

9.3 The Artist may not make any unsubstantiated claims in the name of Lust Minerals

9.4 The use of Lust Minerals or any variation thereof may not be used in website domain names or social media user/profile names such as Facebook, Twitter, YouTube or the like.

10 LIABILITY

10.1 The Distributor shall not be liable for any loss, damage or personal injury sustained by the Artist or the Artist's customers, as a result of the use of Lust Minerals products, except to the extent provided for by legislation.

11 ACCEPTANCE

11.1 The Artist accepts the terms and conditions of this Agreement by signing and dating the Agreement.

11.2 The Distributor does not offer Lust Minerals artist's exclusivity nor do they offer a radius distance between stockiest. The artists Lust Minerals choose to stock is solely the distributors' choice and may not give prior notice to its existing artists.

11.3 New customers who acquire the business of an existing artist must sign new terms & conditions with Lust Minerals Distributors in order to continue stocking Lust Minerals products. New opening orders are not required in the situation of new ownership.

11.4 Lust Minerals serves the right to change these terms & condition at any time, without prior notice.

11.5 Lust Minerals serves the right to decline or discontinue selling any or all of its products to any customer at any time at its sole discretion.

11.6 All Artists AGREE to allow ALL Staff to attending at least 3 hours of training per year with one of Lust Minerals Makeup Artists. Any salon who cannot attend our altercated training dates may result in a \$50 fee for your local representative to attend in your clinic for additional training.

11.7 Any Artists who refuse to attend to Lust Minerals in house or in clinic training may void contract. This means Lust Minerals have the right to remove Lust Minerals products from the artist's business/salon/clinic.

11.8 Any salon stockiest MUST display Lust Minerals products of a Lust Minerals display stand and must be kept neat and tidy at all times.

11.9 Makeup Artists are not Stockists, Makeup Artists are to use Lust Minerals freelance. Makeup Artists are not entitled to display Lust Minerals in a shop front with any of Lust Minerals media unless that particular shop front has a contract with Lust Minerals.

12 GUARANTEE

12.1 Where the Artist is a company and/or a trust, the director(s) of the company and/or beneficiaries of the trust:

12.1.1 Agree to unconditionally and irrevocably personally guarantee the company's or trust's obligations under this Agreement; and

12.1.2 Acknowledge they provide this guarantee by signing this Agreement as guarantor.

Any breach of the above terms & conditions of sale may result in an inability to purchase Lust Minerals products.

This page is to be signed as acceptance of this agreement, as stated on the previous pages, between the nominated party and Lust Minerals;

Artist's Signature: _____

Full Name in Block Letters: _____

Delivery Address: _____

Telephone: Phone: _____

Mobile _____

Other Comments: _____

Special Delivery Instructions: _____

(ie trading hours, days salon closed, allowed to leave with a neighbour)

ABN: _____

Email Address: _____

Website: _____

Witness' Signature: _____

We look forward to being of service to you.

Lust Minerals Cosmetics

For Official Use Only

Rep Name:

Delivery Zone:

Beauty Therapy or Makeup Artist

Diploma attached

ENTERED ON DATABASE

Lust Minerals Cosmetics Makeup Artists Documentation to Fill in.

Please Attach to this Document a Copy of your Professional Qualification

Declaration by a Qualified Makeup artist or Registered Nurse or Beauty Therapist

*conditions apply

Makeup Artists Full Name: _____

ABN: _____

Business Name: _____

Delivery Address: _____

Postal Address (if different): _____

Phone: _____

Mobile: _____

Email: _____

Website: _____

- Please read and sign the attached agreement and return to the above address to be processed, to activate your account
- All tester products purchased are for professional use only
- All products are supplied on a strictly PREPAID basis; payment can be made by either credit card, cheque or direct deposit.

Signed in acknowledgement of the terms set out above.

Signature _____

Signature Date ____ / ____ / ____

Please affix your business card here

Please return this completed form via email or post

(Please be aware this must be hand signed)

info@lustminerals.com.au

Lust Minerals

PO Box 862

Buddina Qld 4575

0409258907

Lust Minerals Cosmetics Agreement 2017

SPECIAL NOTE: PLEASE INITIAL THE BOTTOM RIGHT CORNER OF EACH PAGE, THEN SIGN THE LAST PAGE & RETURN TO
Lust Minerals Cosmetics