

# THE TAN LAB™

## STOCKIST TRADING TERMS AND CONDITIONS

<b>TRADING NAME</b>
<b>PHYSICAL ADDRESS</b>
<b>OWNER NAME</b>
<b>CONTACT NUMBER</b>
<b>EMAIL ADDRESS</b>
<b>SIGNATURE</b> <span style="float: right;"><b>DATE:</b></span>

### AGREEMENT:

This agreement will become effective as of the above date, to which the Stockist has signed in agreement with The Tan Lab

Representative Name : \_\_\_\_\_

Representative Signature : \_\_\_\_\_

Director Signature : \_\_\_\_\_

## 1 PAYMENT

1.1 Payment is strictly on a 'Cash before delivery' or CBD basis. Payment should be made via ETF and proof of payment made to The Tan Lab, before stock is couriered

Payments may be made into the below mentioned bank account:

**The Tan Lab (Pty) Ltd**

**First National Bank**

**Account No** : **624 343 509 06**

**Branch Code** : **223 726**

1.2 All stock sent via courier carry a courier fee, which varies depending on location.

1.3 All payments by the Stockist to The Tan Lab must be made in full, as per the invoice. Any charges incurred for returned or dis-honored payments will be for the account of the Stockist.

1.4 The Tan Lab reserves the right suspend, withhold or terminate this agreement if payment is not made according to the above set out requirements

## 2. ORDERS AND DELIVERY

2.1 Orders may be made using any of the following methods:

- Directly through The Tan Labs webpage, once the Stockist has registered
- Email to the Administration office: Sam Jordt - sam@thetanlab.co.za
- Telephonically to your Sales Representative
- Email to your Sales Representative

2.2 All orders will be invoiced to the Stockist for payment

2.3 Processing of the order and courier will be done after proof of payment is made by the Stockist, on receipt of invoice

2.4 Courier charges are for the Stockist account

## 3. RETURNS

3.1 All returns will incur a 10 % of the value of the return handling fee

3.2 The handling fee will be waived if the stock has been received damaged or leaking

3.3 Stock purchased on a promotion will not be accepted as a return

- 3.4 Stock ordered may not be returned based on product expiry. Salons should order according to demand and rotate stock accordingly.
- 3.5 The Tan Lab considers three months to expiry reasonable – anything under that period will generally be purchased on promotion and will not be accepted as a return.

#### **4. STOCKIST OBLIGATIONS**

- 4.1 The Stockist agrees that she will not sell wholesale stock, designed for professional use
- 4.2 The Stockist will not use another brand of tanning solution in the machine branded with The Tan lab
- 4.3 The Stockist will keep up to date with the latest products offered by The Tan lab, in terms of attending training, workshops or seminars, within reason, offered by The Tan Lab
- 4.4 The Stockist will not make false or misleading claims or statements, regarding the product
- 4.5 The Stockist will inform the management of The Tan Lab when they intend to use the name The Tan Lab, for any promotions or advertising they may do. This may simply be done with a 'cc' on an email in this regard
- 4.6 The Stockist may not decant The Tan Lab solution into any other other container
- 4.7 The Stockist may not use The Tan Lab containers to store any other brand of product
- 4.8 The Stockist must inform the management of The Tan Lab of any change of ownership with the business

#### **5. TRAINING**

- 5.1 Training is offered free of charge to the Stockist upon placement of an opening order, as set out by The Tan lab
- 5.2 One training manual will be issued to the Stockist to keep for the salon
- 5.3 Additional training manuals may be purchased if desired
- 5.4 Any therapist within the salon using the spray machine must be trained on the application of the product and the theory of the retail stock

#### **AMENDMENTS**

These are the trading terms and conditions of The Tan Lab, and no amendments may be made by the Stockist to this document.

Signed at \_\_\_\_\_ on \_\_\_\_\_

Full Name (Stockist) \_\_\_\_\_

Signature (Stockist) \_\_\_\_\_