

**AROSCI**  
AROMA + SCIENCE



*Exclusively*  
**PROFESSIONAL HAIRCARE**

**RESELLER AGREEMENT**

**AROSCI TRADING LIMITED**

**Unit 3 Berwick Courtyard**

**Berwick St Leonard**

**Salisbury**

**SP3 5UA**



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## Distributor - Account Information

**ACCOUNT NAME:** \_\_\_\_\_

Account Address: \_\_\_\_\_

\_\_\_\_\_

Town: \_\_\_\_\_ Country: \_\_\_\_\_

Post Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**If different to above:**

Owner Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Invoice To: \_\_\_\_\_

Address: \_\_\_\_\_

Town: \_\_\_\_\_ Country: \_\_\_\_\_

Post Code: \_\_\_\_\_

**Deliver To:**

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

Address: \_\_\_\_\_

Town: \_\_\_\_\_ Country: \_\_\_\_\_

Post Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Special Delivery  
Instructions: \_\_\_\_\_

Opening Hours: \_\_\_\_\_



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## Distributor - Account Information

### BANK INFORMATION:

Bank Name: \_\_\_\_\_

Address: \_\_\_\_\_

Town: \_\_\_\_\_ Country: \_\_\_\_\_

Post Code: \_\_\_\_\_

### BUSINESS/TRADE REFERENCE 1:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Town: \_\_\_\_\_ Country: \_\_\_\_\_

Post Code: \_\_\_\_\_

### BUSINESS/TRADE REFERENCE 2:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Town: \_\_\_\_\_ Country: \_\_\_\_\_

Post Code: \_\_\_\_\_

### PAYMENT CONDITIONS:

Terms Agreed

Specify: \_\_\_\_\_

Date: \_\_\_\_\_



# Account Information - Distributor

**DISTRIBUTION TYPE:**

\*(delete as appropriate)

Direct Salon Distribution/ Cash & Carry/ Wholesaler/ Other\*

If other please specify \_\_\_\_\_

**EXPORT\***

**Export Territories Requested:**

<b>Exclusions:</b>	<b>Middle East</b>	<b>USA, Nth/Sth America</b>	<b>Caribbean</b>
	<b>Ethiopia</b>		



## Account Information -

### AROSCI SUPPORT:

Technician/Specialist Name: To be advised

Aroschi Account Manager To be advised

Name:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Aroschi Customer

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### AROSCI DATA:

*Aroschi Personnel only*

Aroschi Area:

Aroschi Account Manager: To be advised

Account Number: \_\_\_\_\_

Opening Order Date: \_\_\_\_\_ Opening Order Value: £ \_\_\_\_\_



**AROSCI DATA:**

***Arosçi Personnel only***

**OBSERVATIONS OR NOTES:**



# Terms & Conditions of Sale

## 1 – Definitions

In these Terms & Conditions the following words will have the following definitions:

- “Buyer” means the person(s) or Company whose order for Goods or Arosco UK Ltd (Arosco) accepts Services.
- “Company” means Arosco Trading Ltd (Arosco).
- “Conditions ” means Standard Terms & Conditions agreed in writing between the Buyer and Arosco.
- “Contract” means any contract between Arosco and the Buyer by Arosco or its agent or agents on behalf of Arosco
- “Goods ” means any product or service that is supplied to the Buyer by Arosco or its agent or agents on behalf of Arosco.
- “Order” means a request from the Buyer for the supply of goods under these Terms and Conditions.
- “Writing” means written format served by post, fax or email to the address or addresses shown on this document.

The headings in these conditions are for convenience only and shall not affect their interpretation. The contract shall be on these conditions, subject to any variation agreed in writing as signed by an authorised representative of AROSCI, to the exclusion of all other terms & conditions, including any terms or conditions which the buyer purports to apply.

The company shall not be liable for any advice given by Arosco or its employees or agents to the buyer or its employees or agents as to use and/or application of the Goods or services contained in the contract. Any prices or quotation by AROSCI is given on the basis that no contract will come into existence at any time prior to AROSCI’s acceptance of the buyer’s order.

Any price or quotation by AROSCI is only valid for fourteen days from the date of the quotation, unless otherwise agreed in writing by Arosco or unless previously withdrawn by Arosco.

The contract shall be formed when the buyer’s order is received in writing by AROSCI’s duly authorised representative and is subject to these terms & conditions.

**Arosco Trading Limited**

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## **Terms & Conditions of Sale (cont)**

The quantity, Stock code number, price and description of the goods and services shall be those set out in AROSCI's price list or quotation. No contract or order may be cancelled in whole or part by the buyer except with AROSCI's agreement in writing, and such agreement shall be subject to the buyer indemnifying Aroschi in full against any loss (including loss of profit), costs, charges and other expenses incurred as a result of the cancellation.

### **2 – Price**

The price for the goods or services shall be set out in the contract. Unless otherwise agreed by Aroschi in writing, all prices are given by Aroschi on an ex-works basis, where Aroschi agrees to delivery otherwise than at AROSCI's premises, the delivery terms will be specified.

### **3 – Payment**

Payment is due on the day set out in the contract. The buyer shall not be entitled to make any deduction from any payment or exercise any right of set off or contribution howsoever arising. If in the opinion of Aroschi the credit risk in relation to the Buyer changes for whatever reason prior to delivery or collection (as the case may be).

The company may require full or partial payment of the price prior to delivery or collection or the provision of security for payment by the buyer in a form acceptable to Aroschi. If the buyer fails to make any payment on the due date then, without prejudice to any other rights or Remedy available to Aroschi, Aroschi shall at its option be entitled to treat the contract as repudiated by the buyer and suspend any deliveries outstanding, claim damages from the buyer and charge the buyer interest both before and after any judgment on the amount unpaid at the rate of 5% per annum above LIBOR from time to time until full payment is made.

### **4 – Delivery**

Aroschi as set out in the contract shall make delivery. If ex works then The Buyer must collect goods within 14 days of notification by Aroschi of the goods being ready for collection at the warehouse. If Aroschi fails to make delivery of the goods after fourteen days from the delivery date specified in the contract then the buyer has the option to terminate the contract.

As notified to the buyer, any dates quoted for the delivery of goods are approximate only and may not be made of the essence by notice. The company shall not be liable for any delay in delivery of the goods howsoever caused. If no delivery date is specified then delivery will be made within a reasonable time. Where goods are to be delivered in instalments, each delivery shall constitute a separate contract and defective delivery by



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Arosци of any one or more instalments in accordance with these conditions shall not entitle the buyer to treat the contract as a whole as repudiated.

## Terms & Conditions of Sale (cont)

If the buyer fails to take delivery of the goods or fails to give AROSCI adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the buyer's reasonable control or by reason of AROSCI's fault) then, without prejudice to any other right or remedy available to AROSCI, AROSCI may:

- (i) Store the goods until actual delivery and charge the buyer for the reasonable costs of handling, storage and insurance;
- (ii) Sell the goods at the best price available and (after deducting all reasonable storage and selling expenses) and charge the buyer for any shortfall under the price in the contract, Account Application Form and terms & conditions of sale.

Contract as repudiated by the buyer and suspend any deliveries outstanding, claim damages from the buyer and charge the buyer interest both before and after any judgment on the amount unpaid at judgment on the amount unpaid at the rate of 5% per annum above LIBOR from time to time until full payment is made.

## 5 – Risk

The risk of loss and damage to the goods shall pass to the buyer immediately upon dispatch of goods by AROSCI.

## 6 – Title

Notwithstanding delivery and the passing of risk in the goods, ownership of the goods shall not pass to the buyer until AROSCI has received in full (in cash or cleared funds) all sums due to it in respect of the goods and all other sums which are or which become due to AROSCI from the buyer on account. Until ownership of the goods has passed to the buyer, the buyer must:

- (i) Hold the goods on a fiduciary basis as AROSCI's Bailee;
- (ii) Store the goods separately from all other goods of the buyer or of any third party in such a way they remain readily identifiable as AROSCI's property and not destroy, deface, or obscure any identifying marks, batch numbers or serial numbers on or relating to goods. The company reserves the immediate right of repossession of any goods to which AROSCI has retained title, exercisable at any time after delivery or collection of the goods and the buyer hereby grants an irrevocable right and license to AROSCI servants and agents to enter upon all or any premises where the goods are stored without prior

### Arosци Trading Limited

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notice for this purpose or for the purpose of inspection. Nothing in this condition shall prevent AROSCI from suing for the price when due.

## Terms & Conditions of Sale (cont)

The buyer may resell the goods before ownership has passed to it solely on the following conditions:

- (i) Any sale shall be affected in the ordinary course of the buyer's business at full market value;
- (ii) Any such sale shall be a sale of AROSCI's property on the buyer's behalf and the buyer shall deal as principal when making such a sale. The buyer shall not be entitled to pledge or in any way charge buy way of security for any of the goods which remain the property of Arosoci.

## 7 – Liability

The company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated Performance of this contract shall be limited to the price of the goods. Under no circumstances will liability extend to paying the buyer damages for consequential losses.

## 8 - Licences and Consents

If any licence or consent of any government or other authority shall be required for the acquisition, carriage or use of the goods by the buyer the buyer shall obtain the same at its own expense and if necessary produce evidence of the same to Arosoci on demand. Failure to do so shall not entitle the buyer to withhold or delay payment of the price. Any additional expenses or charges incurred by Arosoci resulting from such failure shall be for the buyer's account.

If the buyer has a bankruptcy order made against it or makes an arrangement or composition with its creditors or otherwise takes benefit of any act for the time being in force for the relief of insolvent debtors, or being a body corporate convenes a meeting of creditors (whether formal or informal) or enters into liquidation or has a receiver, manager, administrator or administrative receiver appointed or has a petition presented to any court for the winding up of the buyer or the granting of an administration order in respect of the buyer or any proceedings are commenced relating to the insolvency of the buyer; principal when making such a sale. The buyer shall not be entitled to pledge or in any way charge by way of security for any Indebtedness any of the goods, which remain the property of Arosoci, then without, prejudice to any other rights or remedy available to Arosoci. Arosoci shall be entitled to cancel the contract or suspend any further deliveries under the contract

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without liability to the buyer, and if goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous arrangements to the contrary.

## Terms & Conditions of Sale (cont)

### 9 – General

Failure of Arosco to exercise or enforce any provision hereunder shall not be construed as a waiver of any of its rights hereunder. Each party agrees and undertakes that it will keep confidential and will not use for its own purposes nor without the prior written consent of the other party disclose to any third party all information of a confidential nature which may become known to such party from the other in the performance of this contract.

If any provision or part of a provision of these conditions is found by any court of competent Jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of these conditions, all of which shall remain in full force and effect. Any notice hereunder shall be deemed to have been duly given if sent by prepaid first class registered post, fax or email to the party concerned at its registered office or principal place of business.

Notices sent by first class registered post shall be deemed to have been delivered 48 hours after despatch, notices sent by fax or email shall be deemed to have been delivered 24 hours from the date of despatch. The contract is governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts provided that Arosco may sue the buyer in the courts of any country, such provision being for the sole benefit of Arosco.

EXECUTED and DELIVERED as a DEED by  
Arosco Trading Limited  
In the presence of

\_\_\_\_\_

In the presence of  
Director \_\_\_\_\_

Director/Secretary \_\_\_\_\_

EXECUTED and DELIVERED as a DEED by

In the presence of



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Reseller \_\_\_\_\_

Witness \_\_\_\_\_

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# INTERNET RESELLER POLICY

**ArosCi Trading Limited**

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# AROSCI TRADING LIMITED

## Reseller/Distributor Policy Agreement:

This reseller/distributor policy agreement is to be signed by all authorised Reseller/distributors of Arosco Trading Ltd. ("Arosco") and it is designed as an addition to our existing terms and conditions. This document sets out policies and guidelines for the sales and promotion of all Arosco and services by Resellers/distributors directly and through the Internet (the " Reseller Policy"), while protecting the intellectual property of Arosco and services and ensuring customer satisfaction.

### Scope

This policy applies to all resellers/distributors worldwide and pertains to all Arosco products and services.

#### 1 - Definitions

- "Internet" means the global information network that includes all systems utilising Internet protocols. This includes but is not limited to the World Wide Web, E-mail, R S S, ATOM, and IRC, Facebook, Twitter, Internet Blogs and all other forms of instant messaging.
- " Intranet" means any private network created, used and maintained inside Arosco or a Distributor using software like that used on the Internet, but for internal use only within the company, including for communication with Resellers, and not accessible by the public.
- "Distributors " means those distributors that have executed a Distributor Agreement with Arosco, or otherwise act as a distributor of Arosco.
- "Dealers " means any business that obtains Arosco Products and or services from Arosco or its Distributors.
- "Resellers " relates to any Distributor and/or Dealer.
- "Territory" means country in which the registered office of the Reseller/Distributor is Located and/or the address of said Reseller/Distributor that Arosco deliver products to.

#### Arosco Trading Limited

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- “Arosco Trading Ltd (Arosco)” means all products and services manufactured or supplied by Arosco.
- “The Company” means Arosco Trading Ltd. Policy Statement This Policy protects Arosco customers, its brands and its resellers/distributors. The objective is to establish a programme that leads customers to the appropriate reseller/distributor to obtain the correct advice, product selection, sales and support.

## **Reseller/Distributor Policy Agreement: (cont).**

### **Policy Statement**

This policy protects AROSCI customers, its brands and its resellers/distributors. The objective is to establish a programme that leads customers to the appropriate reseller/distributor to obtain the correct advice, product selection, sales and support.

### **Product Imagery**

All authorised resellers/distributors will keep product images and descriptions up to date including the correct sizes and product combinations. As well as ensuring only authorised content, by the Company, is displayed online.

### **Prohibited Internet Tactics & Practices**

#### **Foreign Territories**

The reseller/distributor is bound to only sell and promote Arosco in their designated territory and is prohibited from selling to international markets without prior approval from Arosco where there are Arosco distributors and/or online partners. This will include, but is not limited to, the following international promotional platforms:

- Pay per click engines such as Google Adwords, Yahoo, Bing
- Shopping comparisons engines such as, Shopping.com, Kelkoo, Shopzilla
- Affiliates via networks such as Affiliate Window, Affiliate Future, Linkshare
- Online portals outside of the reseller’s territory, such as blogs and product review site

### **Trademarked Terms & Paid for Placement**

Resellers/distributors shall not purchase or register search engine keywords without prior permission in writing from the company within their territory, including using, but not



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limited to, terminology such as 'Discount' XX% off'. This also includes but is not limited to the following:

Search terms or other identifying terms that include any trademarks, trade names, copyrighted materials, names, brand products, or any other assets owned by Arosco, or any variations or deliberate misspellings thereof, for use in any search engine, portal, sponsored advertising service or other search or referral service.

## **Reseller/Distributor Policy Agreement: (cont).**

### **Direct E – Mailing**

Under no circumstances shall resellers/distributors send commercial electronic mail messages with respect to Arosco that in any way indicate or imply that the message is from or endorsed by Arosco.

### **Domain Names**

Unless authorised in writing by the company, resellers are prohibited from registering or using Internet domain names containing any trademarks, trade names, copyrighted materials, names, brand products, or any other assets owned by Arosco, or for any variations or deliberate misspellings thereof. Any Reseller that is in possession of such domain names shall be required to stop usage of the said name, and transfer ownership to Arosco upon request.

### **Auction/Affiliate Programmes**

Unless authorised in writing by the company, resellers shall not sell Arosco via any relationship where another sales entity takes the complete payment. The customer must purchase the products and receive shipment from the authorised reseller/distributor. This includes but is not limited to E-Bay, Amazon any other auction, classified advertising or broker sites, Internet malls, store fronts or catalogue sites.

### **Misleading Communications**

Unless authorised in writing by the company, resellers/distributors are prohibited from using misleading advertising or any other public statement to misrepresent their status with Arosco, unless otherwise agreed. This includes, but is not limited to, the following words used in conjunction with any trademarks, trade names or copyrighted materials: "authorised," "centre," "certified," "direct from the factory," "exclusive," "factory," "factory outlet," or "official," or any other words that may mislead consumers.

### **Reference**

**A.** Arosco reserves all rights in its trademarks, trade names and other intellectual property.

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**B.** Samples of authorised uses of Arosco trademarks are available from Arosco. Arosco will provide samples to Resellers at no charge upon reasonable request.

**C.** Arosco may from time to time in its sole and absolute discretion change the form and content of the approved use of its trademarks, including adding new form and content and revoking approval of previously approved form and content.

**D.** The reseller agrees to implement all changes requested by the company under the terms of this agreement within a reasonable time after receiving notification of the same from Arosco.

## **Reseller/Distributor Policy Agreement: (cont).**

### **Modifications**

Arosco reserves the right at any time to modify or cancel the terms of this Reseller Policy with 30 days' notice in writing.

### **Enforcement Procedures**

Resellers/distributors will acknowledge and agree to the enforcement Procedures and penalties laid out in this document and further acknowledge that they are aware and are in agreement with the severity in which Arosco will deal with resellers/distributors who are in breach of this policy.

### **Breach of agreement**

Should a breach of this agreement occur a member of the Arosco Customer Support Team will contact the reseller in breach via e-mail, telephone or letter and remind them of the Policy and identify the nature of the breach.

The reseller/distributor in breach will be given 10 working days to conform to the Policy and cure the breach and a permanent record of this process will be documented in an Arosco internal file for future reference.

Non-compliance within the 10 working day cure period will result in termination of supply of some or all products and services by the company or any of the company's other resellers directly or indirectly, multiple breaches may result in immediate termination of supply. Or the avoidance of doubt, termination will apply to the entity in breach of the policy as well as to the owners and or operators of the reseller/distributor in breach (For example, closing and reopening the operation under a new name will not cause supply to be re-instated). Anyone found to be supplying a resellers/distributors who has had supply terminated might also have supply terminated.

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Any and all costs associated with the enforcement of this agreement will be borne by the reseller in breach including but not limited to damages, legal fees and recovery of goods.

Any determinations by Arosco under these enforcement procedures shall be binding upon the reseller/distributor in breach. It is the intention of Arosco to update and educate our resellers/distributors in the hope that we work jointly towards the goal of zero breaches.

By creating this agreement Arosco wishes to protect the Arosco brand and our loyal reseller network. We hope to avoid confusion among dealers and or customers. It is also the desire of Arosco to have a policy and enforcement procedures that are as clear as possible.

Company \_\_\_\_\_

Agreed and signed \_\_\_\_\_

By Reseller Print Name and Position

Agreed and signed by \_\_\_\_\_ Arosco Trading Ltd

Print Name and Position

Dated \_\_\_\_\_