

Please return signed original to:  
 Access Business Group International LLC  
 Procurement Europe & Russia

# TERMS AND CONDITIONS OF TRADING



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**1. Purpose** – Supplier (also referred to herein as “we” or “us”) agrees to sell certain products to either Access Business Group LLC or Access Business Group International LLC, the purchasing agent of Access Business Group LLC (collectively referred to herein as “Buyer” or “you”) from time to time in accordance with the Quotation form as used in Buyer’s tendering process, these Terms and Conditions of Trading (“Terms”), agreed critical path timings, Product Specification and Suppliers Guide\* including but not limited to Workplace Code of Conduct, all of which we acknowledge having received, understood, and to which we agree, together with purchase orders to be issued by Buyer from time to time, the provisions of all of which are incorporated herein by reference and form a part of the agreement between Supplier and Buyer (collectively, the “Agreement”). To the extent of any conflict between a Purchase Order and the Terms, the Terms will govern, unless the Purchase Order specifically states that it is amending the Terms.

**2. Authorisation** – We acknowledge that Buyer intends to sell our products to worldwide affiliates and subsidiaries of Alticor Inc. (the Amway Affiliates) for resale by such Amway Affiliates and independent distributors through the Amway distribution network and various affiliated internet web sites. We agree that Buyer may offer and resell our products for further resale through these media and, in this connection, we agree that Amway Affiliates and their authorised independent resellers may use the product information that we provide to Buyer, including any associated logos, to advertise or sell our products.

**3. Requirements and Instructions** – We shall provide full and adequate product information and / or instructions necessary to ensure safe and proper use of the products supplied hereunder. It is our responsibility to supply English instructions to Buyer for approval. Once approved, Buyer will translate into all required languages for the product packaging artwork. We agree to accurately reproduce the artwork, including the instructions, to ensure safe and proper use of the product.

**4. Packaging** – All items shall be packed by Supplier in suitably protective containers to permit safe transportation and handling, and Supplier shall not charge Buyer for such packaging unless otherwise provided for in the Purchase Order. Boxes that exceed 49 cm x 27 cm x 32 cm shall be of plain mail order construction. All packaging shall be subject to prior approval by Buyer. Supplier guarantees that packaging and packaging components manufactured and/or supplied to Buyer do not contain lead, cadmium, mercury, or hexavalent chromium that has been intentionally introduced during the manufacturing or distribution of the said package or packaging components. Should incidental levels of lead, cadmium, mercury, or hexavalent chromium be present, these levels shall conform with permissible limits as prescribed by all applicable laws.

**5. Samples** – Once Buyer has provisionally selected an item, Supplier must provide to Buyer, upon Buyer’s request, a defined number of samples of such item free of charge.

**6. Quality** – We guarantee that all items delivered to Buyer by us will be free from defects in design, material and workmanship and shall conform to the standard of quality set forth in the Product Specification, samples, and other written descriptions of such items. We understand and agree that all items delivered to Buyer by us shall be subject to the terms of Amway Supplier Quality Program, including the Defective Goods/Return Policy herein set forth.

**7. Delivery Guarantee** – We guarantee the availability and delivery of all items quoted for the duration of Buyer’s programme, as specified in the applicable Quotation form. We understand that shipping and delivery times are of the essence and we agree that we will comply with the shipping date, delivery date specified in Buyer’s Purchase Order. We understand that no deviations to the order quantity shown on the Purchase Order or packaging will be accepted, unless with prior approval by Buyer. Failure to do so resulting in an out of stock position will result in Supplier’s liability to Buyer for any loss of business and/or other costs incurred.

**8. Formulation License** – If Supplier is subject to bankruptcy, reorganization, or insolvency proceedings for relief under any bankruptcy or similar law and such proceedings are not dismissed or if Supplier suffers long term force majeure, and Supplier does not supply product to Buyer for a time period of sixty (60) days or more, then, upon Buyer’s request, Supplier and Buyer agree to negotiate in good faith a license agreement pursuant to which Supplier will grant to Buyer a revocable, exclusive, worldwide and royalty-free license to use, execute, reproduce, display, perform, sell, distribute (internally and externally) copies of, prepare derivative works based upon, and otherwise exploit the product formulation as included in the product, and the right to authorize others to do any of the foregoing, provided that any such use is solely to ensure that the product remains available for Buyer to sell.

**9. Inspections** – We agree that products delivered to Buyer shall be subject to inspection via one of three methods as determined in Buyer’s sole discretion: (1) Buyer will inspect products at Supplier’s facilities, (2) Buyer will inspect products delivered by Supplier to Buyer’s designated premises or destination; or (3) Buyer’s designated inspection contractor will inspect products at Supplier’s facilities. Any inspection by Buyer’s designated inspection contractor will be Supplier’s responsibility to organize and implement and will be conducted at Supplier’s cost. The contractor inspection report must be approved by Buyer, acting in a commercially reasonable manner, before products are shipped by Supplier. In the event that any products deviate from agreed specifications/samples and quality assurance criteria and/or fail to comply with European Union and/or national legislation, regulations, directives, administrative requirements or practices and any other requirements which may from time to time be in force, relating to the supply, offer for sale, sale, and safety of the products, Buyer and Supplier will determine if such products should be returned, reworked or destroyed. We agree that any and all costs associated with the return, rework or destruction of such products shall be borne by Supplier. To the extent that Buyer returns the products to Supplier, a corporate officer of Supplier will certify in writing to Buyer that any of Buyer’s trademarks, logos or trade names will be removed from such returned products and such returned products will not be sold or distributed by Supplier thereafter. To the extent that Buyer directs Supplier to destroy the products, a corporate officer of Supplier will certify in writing to Buyer that Supplier has destroyed the products within a reasonable time after Supplier has been directed by Buyer.

**10. Defective Goods** – During the period of the **shelf life of the Product**, we agree to accept return of such product(s) and to provide a full refund to Buyer for all units of such defective product(s). Within ninety (90) days of the return of defective product(s) to us, we agree to refund amounts paid by Buyer for such product(s), including but not limited to all transportation and other costs associated with the return of such defective product(s) to us.

**11. Regulatory Requirements** – We acknowledge that the items we supply may be sold in countries as specified in the Product Specification. We represent and certify that we are familiar with, and will be responsible for, assuring that all items supplied by us comply with all applicable European Union and local legislation, regulations, directives, administrative requirements or practices relating to the supply, offer for sale, sale, and safety of the products, for all countries as specified in the Product Specification.

**12. Indemnity** – We agree to indemnify and hold harmless Buyer, Buyer’s parent company, Alticor Inc. and the Amway Affiliates, and their respective subsidiaries together with the resellers, distributors and promoters authorized by any of the foregoing (including those classified by any of the foregoing as “Amway Business Owners or Members”) from and against any and all liability, injury, loss, damages, fines, penalties, claims, judgments, court costs and attorney fees and any expenses awarded against or incurred or paid by one or more of the parties identified in this provision, arising out of any defect in materials or workmanship, delivery, misuse of the logos or marks of the indemnified parties, incorrect assembly and/or instructions or information which result from our actions or inactions, including our infringement or alleged infringement of any intellectual property right of a third party or violation or alleged violation of applicable legal requirements, including without limitation, all applicable European Union or national legislation.

**13. Governing Law and Venue** – We agree that the construction, interpretation and performance of our agreement with Buyer shall be subject to the jurisdiction and the laws of the State of Michigan, U.S.A.

**14. Price Guarantee** – We guarantee the price(s) quoted herein of any items to be supplied by us hereunder for a period of time set forth in the applicable Quotation form. All price changes and time period for price guarantee must be mutually agreed in writing between Supplier and Buyer and then fully documented in a Quotation Form.

**15. Payment**– Buyer shall pay for its purchase of the products Net 60 days after Buyer’s receipt of invoices, unless otherwise set forth on the Purchase Order.

**16. Miscellaneous** – We guarantee that the representations made in connection with these Terms and Conditions of Trading are true. The undersigned represents and warrants that he/she is authorised to enter into this Agreement on behalf of Supplier and that Supplier has undertaken all corporate action necessary to enter into this Agreement.

\*Suppliers Guide has been provided to Supplier by Buyer and/or is displayed on Buyer’s Supplier Portal website Access Business Group - Supplier Portal Europe located at [www.supplier.amway.com](http://www.supplier.amway.com) and which Buyer may amend from time to time.

AUTHORISED SIGNATURE	
Suppliers company name	
Signature	
Name (printed)	
Title	
Date	