



DISTRIBUTION AGREEMENT

CONTRACT DETAILS

DATE:

Supplier:	Betterware Global Limited
Supplier's registered office:	UNIT 4 Westminster Industrial Park, Ellesmere Port CH65 3DU
Distributor:	[COMPANY NAME] LIMITED (No: [NUMBER])
Distributor's [registered office OR address]:	[ADDRESS]
Effective Date:	[DATE]
Products:	All products sold by Betterware'
Territory:	England & Wales
Initial term:	12 months
Minimum Order:	Only Orders which Exceed £59.00 inclusive of VAT
Schedules:	Schedule 1: Mandatory Policies Schedule 2: Team Leaders Model Schedule 3: Prices Schedule 4: Website Terms Schedule 5: Trade Marks
Teams:	If a Distributor is part of a team, they are not permitted to swap to another team. If the Distributor terminates this agreement but commences a new contract with the Supplier within a period of 3 months, they will return to their previous team.

1. This Contract is made up of the following:

- (a) The Contract Details.
- (b) The Conditions.
- (c) The Mandatory Policies.
- (d) The Schedules specified in the Contract Details.

2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

This Contract has been entered into on the date stated at the beginning of it.

Signed by Robert Jones
for and on behalf of Betterware Global Limited


.....
Director

Signed by [NAME]
for and on behalf of [NAME OF DISTRIBUTOR]

.....
[Position]

CONDITIONS

1. Interpretation

The following definitions and rules of interpretation apply in this Contract.

1.1 Definitions:

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Conditions: these terms and conditions.

Contract: this contract under which the Supplier appoints the Distributor as its non-exclusive distributor, in accordance with the Contract Details, these Conditions, the Mandatory Policies and the Schedules.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and **Controls, Controlled** and the expression **change of Control** shall be construed accordingly.

Effective Date: the date the Contract takes effect, as set out in the Contract Details.

Mandatory Policies: the Supplier's mandatory policies and procedures listed in Schedule 1, as amended by notification to the Distributor from time to time.

Minimum Order: the minimum order that can be placed by the Distributor is £59 including VAT.

Products: the products of the type and specification sold by the Supplier and described in the Contract Details together with any other products from time to time distributed by the Supplier and which the Supplier may appoint the Distributor, by express notice in writing, to distribute in the Territory. All products will be contained in the Betterware catalogue or on the Betterware website.

Term: the term of this Contract, as determined in accordance with clause 13 (Duration and termination).

Territory: the countries specified in the Contract Details.

Trade Marks: the trade mark registrations and applications listed in Schedule 5 and any further trade marks that the Supplier may, by express notice in writing, permit or procure permission for, the Distributor to use in the Territory in respect of the Products.

VAT: value added tax or any equivalent tax chargeable in the UK or elsewhere.

Website Terms: Website Terms are as set out at Schedule 4.

Year: the period of 12 months from the Effective Date and each consecutive period of 12 months thereafter during the period of this Contract.

1.2 Interpretation

- (a) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.
- (b) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes email.

2. Appointment

2.1 **Appointment.** The Supplier appoints the Distributor as its non-exclusive distributor to market, purchase, distribute and resell the Products in the Territory on the terms of this Contract, and the Distributor accepts the appointment on those terms.

2.2 **Non-exclusive appointment.** The Supplier shall be free to:

- (a) appoint any other distributor, reseller or agent for the Products in the Territory; and
- (b) supply any Products directly in the Territory whether for use or resale.

2.3 **Restrictions on the Distributor.** The Distributor shall not:

- (a) represent itself as an agent of the Supplier for any purpose;
- (b) pledge the Supplier's credit;
- (c) give any condition or warranty on the Supplier's behalf;
- (d) make any representation on the Supplier's behalf;
- (e) commit the Supplier to any contracts;
- (f) otherwise incur any liability for or on behalf of the Supplier; or
- (g) without the Supplier's written consent, make any promises or guarantees about the Products beyond those contained in the promotional material supplied by the Supplier.

3. Distributor's undertakings

3.1 **Sales and other reports.** The Distributor shall submit upon request written reports, showing details of sales, outstanding customer orders and any other information relating to the performance of its obligations under this Contract that the Supplier may reasonably require from time to time.

3.2 **Accounts and records.** The Distributor shall keep full and accurate books of account and records clearly showing all transactions relating to the Products and allow the Supplier, on reasonable notice during normal business hours, access to such accounts and records for inspection.

- 3.3 **Storage.** The Distributor shall keep all stocks of the Products that it holds in conditions appropriate for their storage, and provide appropriate security for the Products, all at its own cost.
- 3.4 **Insurance.** The Distributor shall insure at its own cost with a reputable insurance company all stocks of the Products as are held by it against all risks which would normally be insured against by a prudent businessperson to at least their full replacement value and produce to the Supplier on demand full particulars of that insurance and the receipt for the then current premium.
- 3.5 **Change of Control.** In the event that the Distributor is not an individual, and there is to be a change in control over them, they shall inform the Supplier immediately of any changes in ownership or Control of the Distributor, and of any change in its organisation or method of doing business that might be expected to affect the performance of the Distributor's duties in this Contract.
- 3.6 **Cost of returns.** The Distributor shall bear the cost of all returns from customers relating to the Products except in respect of Products which the Supplier is obliged to replace as defective in accordance with its warranty obligations in the Supplier's Standard Supply Terms.
- 3.7 **Payments to the Supplier.** The Supplier will collect all payments due from the Distributor once per month from their nominated account. The date of collection will be provided to the Distributor in advance. In the event that the Supplier is prevented from collecting such amounts, they reserve the right to charge interest at rate of 8% on all amounts outstanding in accordance with the Late Payment of Commercial Debts (interest) Act 1998 or subsequent revision of the same.
- 3.8 The Supplier reserves the right to charge an administrative fee of £40.00 for each failed collection.
- 3.9 In the event of a failed collection of amounts due, the Supplier will formally demand all monies outstanding including any applicable interest. Any payment subsequently made by the Distributor shall be deemed conclusive proof of entitlement to full payment for the relevant invoice and shall be treated by the customer as an admission accordingly.
- 3.10 The Distributor reserves the right to recover the debt by any method seemed necessary within those allowed by the laws of England and Wales, including the transferring of a debt to a separate entity for the collection via bailiff or court, as deemed necessary by that entity plus costs for recovering or attempting to recover from the customer outstanding fees and charges.

4. Supply of products

- 4.1 **Obligation to meet the Distributor's orders.** The Supplier shall use its reasonable endeavours to meet all orders for the Products forwarded to it by the Distributor as soon as practicable, but the Supplier may, at its discretion, refuse any order that it reasonably considers it would be impracticable to attempt to meet. The Distributor acknowledges that the Supplier may supply other distributors or customers in priority to the Distributor.
- 4.2 **Changes to the Products.** The Supplier may vary the Products as it thinks fit without notice to the Distributor.
- 4.3 **Changes to the specification of the Products.** The Supplier may make changes to the specifications of the Products, provided the changes do not adversely affect the quality of the Products. The Supplier shall give notice of any changes to Product specifications to the Distributor as soon as reasonably practicable.

5. Supplier's obligation to provide information and support

The Supplier shall provide the Distributor with such information and support as the Supplier, in its sole discretion, considers appropriate to enable the Distributor to enable it to discharge its duties under this Contract properly and efficiently.

6. Prices and payment

6.1 **Prices.** The prices to be paid by the Distributor to the Supplier for the Products shall be the prices applicable as at the Effective Date are set out in Schedule 3.

6.2 **Prices are inclusive of VAT.** All sums payable under this Contract, or otherwise payable by any party to any other party under this Contract, are inclusive of any VAT.

6.3 **Distributor's costs.** Any and all expenses, costs and charges incurred by the Distributor in the performance of its obligations under this Contract shall be paid by the Distributor.

6.4 **Payment terms.** The Distributor shall order the Products required on a credit basis in their own name. They will be invoiced, and they will pay the full amount invoiced to it by the Supplier in pounds sterling within 7 days of the date of invoice.

6.5 **Set-off.** All amounts due under this Contract shall be paid in full without any set-off, counterclaim, deduction or withholding.

7. Advertising and promotion

7.1 **Distributor's obligations.** The Distributor shall:

- (a) not use any advertising materials or promotional literature to promote the Products without the Supplier's consent;
- (b) display only advertising materials and other signs provided by the Supplier;
- (c) observe all directions and instructions given to it by the Supplier for promotion and advertisement of the Products; and
- (d) not make any written statement as to the quality or manufacture of the Products without the prior written approval of the Supplier.

7.2 **Website standards.** The Distributor shall ensure that it only uses the website for the sale of the Products as authorised in Schedule 4.

8. Supplier's Standard Supply Terms

The Supplier's Standard Supply Terms shall apply to all sales by the Supplier to the Distributor under this Contract. If there is any inconsistency between the Supplier's Standard Supply Terms and the provisions of this Contract, the provisions of this Contract shall prevail.

9. Trade Marks

9.1 **Grant of right to use the Trade Marks and Distributor's acknowledgement.** The Supplier grants to the Distributor the non-exclusive right, in the Territory, to use the Trade Marks in the promotion,

advertisement and sale of the Products, subject to, and for the duration of, this Contract. The Distributor acknowledges and agrees that all rights in the Trade Marks shall remain in the Supplier, and that the Distributor has and will acquire no right in them by virtue of the discharge of its obligations under this Contract, except for the right to use the Trade Marks as expressly provided in this Contract.

9.2 Use of the Trade Marks in connection with the Products. The Distributor:

- (a) shall market and sell the Products only under the Trade Marks, and not in association with any other trade mark, brand or trade name; and
- (b) shall not use the Trade Marks as part of the name under which the Distributor conducts its business, or any connected business, or under which it sells or services any products (except the Products), or in any other way, except as expressly permitted under this Contract.

9.3 Limitations on Distributor's use of the Trade Marks. The Distributor shall not, without the prior written consent of the Supplier:

- (a) alter or make any addition to the labelling or packaging of the Products displaying the Trade Marks;
- (b) make any addition or modifications to the Products or to any advertising and promotional materials supplied by the Supplier; or
- (c) alter, deface or remove any reference to the Trade Marks, any reference to the Supplier or any other name attached or affixed to the Products or their packaging or labelling.

9.4 Prohibition on transfer. The Distributor shall not sub-license, assign, transfer, charge, or otherwise encumber the right to use, reference, or designate the Trade Marks to any other party, except as otherwise expressly permitted under this Contract.

9.5 Assistance re Trade Marks. The Distributor shall promptly give notice to the Supplier in writing if it becomes aware of:

- (a) any infringement or suspected infringement of the Trade Marks or any other intellectual property rights relating to the Products within the Territory; or
- (b) any claim that any Product or the manufacture, use, sale or other disposal of any Product within the Territory, whether or not under the Trade Marks, infringes the rights of any third party.

9.6 Conduct of claims.

- (a) In respect of any matter that falls within clause 9.5(a):
 - (i) the Supplier shall in its absolute discretion, decide what action to take in respect of the matter (if any);
 - (ii) the Supplier shall conduct and have sole control over any consequent action that it deems necessary and the Distributor shall on being so requested by the Supplier and at the Supplier's cost assist in taking all steps to defend the rights of the Supplier including the institution at the Supplier's cost of any actions which it may deem necessary to commence for the protection of any of its rights; and
 - (iii) the Supplier shall pay all costs in relation to that action and shall be entitled to all damages and other sums that may be paid or awarded as a result of that action.
- (b) In respect of any matter that falls within clause 9.5(b):

- (i) the Supplier and the Distributor shall agree what steps to take to prevent or terminate the infringement and the proportions in which they shall share the cost of those steps and any damages and other sums that may be awarded to or against them; and
- (ii) failing agreement between the parties, either party may take any action as it considers necessary or appropriate, at its own expense, to defend the claim and shall be entitled to and responsible for all damages and other sums that may be recovered or awarded against it as a result of that action.

9.7 **Effect of termination.** On termination of this Contract for any reason, the Distributor shall immediately stop using all or any part of the Trade Marks.

10. Product liability and product recalls

10.1 **Record-keeping.** The Distributor undertakes to maintain appropriate, up-to-date and accurate records to enable the immediate recall of any Products or batches of Products from the retail or wholesale markets. These records shall include records of all deliveries to customers (including batch numbers, delivery date, name and address of customer, telephone number and email address).

10.2 **Assistance with product recalls.** The Distributor shall, at the Supplier's cost, give any assistance that the Supplier shall reasonably require to recall, as a matter of urgency, Products from the retail or wholesale market.

11. Compliance

11.1 **Compliance with laws.** The Distributor shall at its own expense comply with all laws and regulations relating to its activities under this Contract, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.

11.2 **Compliance with Mandatory Policies.** The Distributor shall comply with the Mandatory Policies as the Supplier may update them from time to time.

12. Limitation of liability

12.1 **Unlimited liability.** Nothing in this Contract shall limit or exclude the liability of either party for:

- (a) Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable).
- (b) Fraud or fraudulent misrepresentation or wilful breach of contract.
- (c) Any matter in respect of which it would be unlawful to exclude or restrict liability.

12.2 **Limitations of liability.** Subject to clause 12.1:

- (a) Neither party shall under any circumstances whatever be liable to the other, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise, for:
 - (i) any loss of profit
 - (ii) revenue
 - (iii) anticipated savings

13. Duration and termination

- 13.1 **Initial term and termination on notice.** This Contract will come into effect on the Effective Date and, unless terminated earlier in accordance with clause 13.2 or 13.3, it shall continue for an initial term of 1 year. Thereafter, it will renew into a further 12 month term unless it is terminated in accordance with 13.2, at least 3 months prior to the end of the Term.
- 13.2 **Termination for cause.** Without affecting any other right or remedy available to it, the Distributor may terminate this Contract by giving three months written notice to the Supplier.
- 13.3 Supplier may terminate this Contract with immediate effect by giving written notice to the Distributor if:
- (a) **Material breach.** The Supplier commits a material breach of any term of this Contract which breach is irremediable or if such breach is remediable fails to remedy that breach within a period of 30 days after being notified in writing to do so.
 - (b) **Repeated breaches.** The Distributor repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that the Distributor's conduct is inconsistent with the Distributor having the intention or ability to give effect to the terms of this Contract.
 - (c) **Insolvency.** The Distributor takes or has taken against it any step or action in connection with its entering into administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business.
 - (d) **Change of Control.** There is a change of Control of the Distributor.
 - (e) **Cessation of production.** The Supplier ceases to produce or distribute generally the Products.
 - (f) **Compliance.** The Distributor fails to discharge its compliance obligations under clause 11.2.
 - (g) **Failed collection of Fee.** The Supplier is unable to collect funds in accordance with clause 3.7.
 - (h) **Distributor becomes inactive.** The distributor is required to submit 1 order through their dashboard of at least £59 including VAT in a 3 month period. 3 months from joining date and every 3 months there after.
 - (i) **Distributor debt.** If an invoice falls due and remains unpaid for 3 working days after it's due date then the account will be closed with immediate effect. Any commission due to the distributor/team leader will be used to offset the debt in the first instance. If any remains then this will be paid in accordance with the current payment schedule. A distributor account in arrears cannot earn commission and no commission will be credited while the distributor account is in arrears.

14. Consequences of termination

- 14.1 **Accrued rights and duties.** Termination of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

14.2 Consequences of termination. On termination of this Contract:

- (a) **Payment of the Supplier's invoices.** The Distributor shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest.
- (b) **Termination of rights and licences.** Subject to clause 14.2 (e) all other rights and licences of the Distributor under this Contract shall terminate.
- (c) **Supplier's right to cancel orders.** The Supplier may cancel any orders for Products placed by the Distributor before termination of this Contract if delivery would fall due after termination, whether or not they have been accepted by the Supplier. The Supplier shall have no liability to the Distributor in respect of such cancelled orders.
- (d) **Disposal of the Distributor's stock.** If the Supplier chooses not to exercise its option to buy back stocks of the Products under 14.2(d), or purchases only part of the Distributor's stocks of Products, the Distributor shall dispose of its remaining stocks of Products as directed by the Supplier.
- (e) **Destruction or return of materials.** If the Supplier chooses to buy back the stocks of Products under 14.2(d), or when the Distributor has disposed of its remaining stocks of Products under clause 14.2(e), the Distributor shall at the Supplier's option promptly destroy or return all samples, technical pamphlets, catalogues, advertising materials, specifications and other materials, documents or papers that relate to the Supplier's business that the Distributor may have in its possession or under its control (other than correspondence between the parties).

14.3 Survival. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

15. General

15.1 Force majeure. Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 3 months, the party not affected may terminate this Contract by giving 30 days' written notice to the affected party.

15.2 Assignment and other dealings.

- (a) The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Contract.
- (b) The Distributor shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Contract.

15.3 Confidentiality.

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party.

- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 15; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.

15.4 Entire agreement.

- (a) This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract.

15.5 Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties.

15.6 Waiver. No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15.7 Severance.

- (a) If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract.
- (b) If any provision or part-provision of this Contract is deemed deleted under this clause 15.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

15.8 Notices.

- (a) Any notice or other communication given to a party under or in connection with this Contract shall be in writing and shall be:
 - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (ii) or sent by email to the email address last communicated for communication.

- (b) Any notice or communication shall be deemed to have been received:
 - (i) if delivered by hand, on signature of a delivery receipt; and
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am] on the second Business Day after posting or at the time recorded by the delivery service; and
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 15.8(b), business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15.9 Third party rights. No one other than a party to this Contract, their successors and permitted assignees, shall have any right to enforce any of its terms.

15.10 Governing law. This Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

15.11 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Mandatory Policies

- Health & Safety Policy
- Diversity Policy
- Anti-Money Laundering Policy
- Complaints Procedure Policy
- Covid-19 Social Distancing Policy
- Anti-bribery Policy.
- Environmental Policy
- Data and Privacy Policy.

Schedule 2 Team Leaders Model

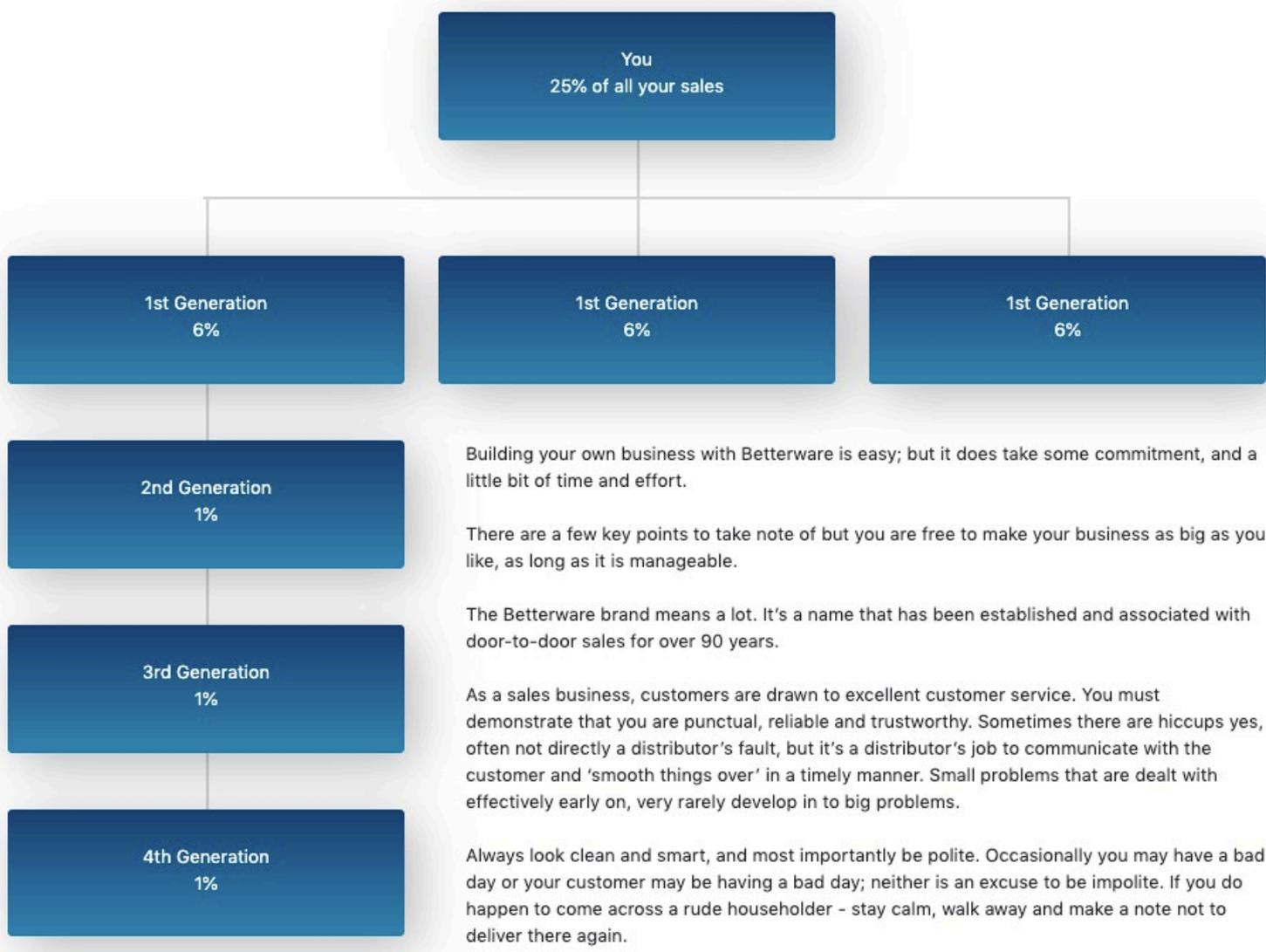
Distributors are offered to the opportunity to build an infrastructure below them by introducing other Distributors and earning a percentage of their sales.

If that Distributor then introduces other Distributors, the original Distributor receives a percentage of their sales as well.

No swapping between teams is permitted. If the Distributor terminates this agreement but commences a new contract with the Supplier within a period of 3 months, they will return to their previous team.

The information below sets out the structure offered:

Building Your Own Business



Schedule 3 Prices

The Prices paid by the Distributor will 25% less than those stated within the Supplier's catalogue from which any given order is placed.

Schedule 4 Website Terms and Criteria for Internet Sales

The Supplier will enter into a separate contract with the Distributor for the provision and use of a website. Below are the main terms. This schedule does not replace or amend the separate contract entered into.

Contract Period & Main Terms

This contract is initially for a period of 12 months, then automatically runs on a rolling 12-month basis. There is no cancellation in the first 12 months, subsequently the contract is subject to a 3 month notice period being correctly advised – to cancel the service a cancellation in writing, sent via signed for Royal Mail to the company registered office, must be received. The cancellation date will then effectively be 3 calendar months and 3 days after the posting of the above notice. All normal service fees are due during the cancellation period. A cancellation date will be subsequently advised by us.

The service provided by us to the Distributor is the design, and hosting of a website containing a catalogue of products listed as currently stocked by us. These items may change without notice.

The service will include an ecommerce ability, and we will take all credit/debit/PayPal payments for goods ordered on the website, and despatch orders directly to the customer.

The Supplier will pay the distributor 25% of the order total on a monthly basis, and team leader commission will also be paid. Payment calculations are actioned on the last day of a calendar month, and money due to you will be paid on the 15th of the following month.

At all times the website, domain name and intellectual property remain that of us. The only permitted use of the website is for promotional activity relating to the products and activity of a Betterware Global Ltd. There is no editing capacity for anyone other than the website host (us).

Costs and Payment Terms

The cost for development and hosting of the website is £10 per month inc VAT, or a discount is offered if an annual fee is paid, the total for one year is £100 inc VAT. There are no refunds if you cease to be a distributor during the time contracted for the website, and you will be liable for the remaining balances as outlined above. Any unpaid amounts will be added to your standard trading account with us, and subject to our normal unpaid invoice collection charges.

Should you opt for the monthly payment option, your first payment will be due with the order then subsequent monthly payments on the same date each month.

Any payments not made within seven days of the due date will be deemed late, and the website will be suspended. A reactivation fee of £10 plus VAT would then be payable once the account is brought back to date.

The Supplier reserve the right to suspend or cancel a website agreement if any action of a distributor brings the company into disrepute.

The Supplier further reserve the right to suspend or cancel the website agreement if your standard trading account is more than 14 days overdue. All fees will still be payable until a cancellation notice is received in line with the terms set out.

Schedule 5 Trade Marks

Country	Trademarks	Registration number	Date of registration	Classes
UK	BETTERWARE	00001256645	4 December 1992	21
UK	BETTERWARE	00001573866	15 December 1995	3 and 8
UK	BETTERWARE	00002246455	8 June 2001	35