



## **ADVANCED CHOICE CONCEPT DISTRIBUTOR AGREEMENT**

1. This Agreement is made between the Distributor named on the front page and Manroly (Australia) Pty Ltd ACN 008 901 526 trading as Advanced Choice Concept ABN B1689352A (called "ACC").
2. ACC grants to the Distributor a non-exclusive right to the distribution and retail sale of ACC products in accordance with this Agreement.
3. This Agreement commences for a period of one year from the date of acceptance by ACC of the Distributor's Application, with the Agreement to be renewed annually in the discretion of ACC upon payment by the Distributor of an annual renewal fee.
4. ACC's policies and procedures and ACC's marketing program are incorporated into and become part of this Agreement and they may be varied by ACC at any time by notification to all Distributors on ACC's web-site. If the Distributor does not agree with any such variations, then written notice to this effect may be given to ACC and this Agreement shall then come to an end without there being any adverse consequences to ACC by reason of the Distributor doing so.
5. The Distributor is an independent Contractor carrying on its own business in the distribution and retail sale of ACC products and, as such, there is no relationship between ACC and the Distributor of employment, agency, partnership or joint venture, and the Distributor has no authority at all to bind ACC to any other person.
6. The Distributor can only sell ACC products upon terms and conditions specified by ACC, including the retail price of its products.
7. Any advertising or promotion of the products will happen at the Distributor's own expense, but subject always to prior written approval by ACC as to the content. The Distributor must not make any unauthorised statements about the products.
8. The Distributor must not sell any other products which compete with ACC products, must not do anything to damage the interests or reputation of ACC or its products and must comply with all laws and regulations.
9. The Distributor must only obtain supplies of products from ACC and from no other source.
10. ACC will use its best endeavours to supply stock of products to the Distributor as may be ordered by the Distributor but it gives no warranty whatsoever that such stock will be supplied when ordered or will be supplied at all and ACC will not be liable to the Distributor for any delay or failure to supply such stock.
11. The trademarks, logos, copyright and all other intellectual property concerning the products are always owned by ACC and can only be used with ACC's prior written approval.
12. While the Distributor is encouraged to find and sponsor other persons to become ACC Distributors, such can only happen with the prior written permission of ACC and, once any such person has been approved, then the Distributor must assist that person in all practical ways to become a competent and effective Distributor of ACC products, as directed by ACC.
13. Risk in the products passes to the Distributor upon delivery of the products but title to the products is retained by ACC until it receives payment in full for the products from the Distributor.
14. At its election, ACC must either replace or repair any defective product or refund the price paid for the product, but it will not be obliged to do so if the defect has happened by misuse or mishandling of the product by the Distributor or the Distributor's customer. ACC acknowledges that it is bound by all statutory warranties.
15. The Distributor can terminate this Agreement at any time by sending a cancellation form to ACC in accordance with ACC's policies and procedures. If such cancellation happens within fifteen days of commencement of this Agreement, then ACC will repurchase the Distributor's then remaining stock of the products at 90% of the price paid by the Distributor. If cancellation happens at any other time, then ACC may, if it so wishes, repurchase any of the Distributor's then remaining stock of the products in accordance with ACC's policies and procedures.
16. ACC may end this Agreement at any time and for any reason by written notice to the Distributor and the Distributor will have no claim at all against ACC.
17. If the Distributor is a company, then its Director or Directors named on the front page personally guarantee the performance of their company, including all money owing from time to time to ACC.
18. During this Agreement, both ACC and the Distributor must comply with the GST Law and any liability to reimburse GST will continue after the termination of this Agreement.
19. The Distributor cannot assign this Agreement to any other person unless with the prior written permission of ACC.
20. This Agreement comprises the entire Agreement between ACC and the Distributor and supercedes all prior agreements and communications between them.
21. The law of Victoria applies to this Agreement and the Courts of Victoria have jurisdiction to resolve any disputes concerning this Agreement.