

Trading Name \_\_\_\_\_ Email \_\_\_\_\_

Delivery Address \_\_\_\_\_

Postcode \_\_\_\_\_

Postal Address \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Contact Accts \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Order Date \_\_\_\_\_ Order No \_\_\_\_\_ Delivery Date \_\_\_\_\_

### Massage Thongs (Adults)

60 pairs @ \$8.50 each  
Total = \$510.00  
RRP \$17.95



| Size | QTY | Size | QTY |
|------|-----|------|-----|
| 3    | 4   | 8    | 8   |
| 4    | 5   | 9    | 8   |
| 5    | 6   | 10   | 8   |
| 6    | 8   | 12+  | 5   |
| 7    | 8   |      |     |

Pack 1

### Grommets Thongs (Kids)

18 pairs @ \$6.50 each  
Total = \$117.00  
RRP \$14.95



| Size          | QTY |
|---------------|-----|
| Small (4yrs)  | 6   |
| Medium (6yrs) | 6   |
| Large (8yrs)  | 6   |

Sizes matched to age are approximate only.

Pack 2

### Souls Display Stand and Fittings

Includes 6 pairs of Souls to offset cost.

\$90.00

### Display Mat

Includes 1 pair of Souls to offset cost.

\$20.00



### Tribal Thongs (Mens & Ladies)

42 V-Strap @ \$9.50 each  
24 X-Strap @ \$10.50 each  
Total = \$651.00  
RRP \$19.95



| Size | V  | X | Size | V | X  |
|------|----|---|------|---|----|
| 3    | NA | 4 | 7    | 4 | 4  |
| 4    | 4  | 4 | 8    | 4 | 4  |
| 5    | 4  | 4 | 9    | 8 | NA |
| 6    | 4  | 4 | 10   | 8 | NA |
|      |    |   | 12+  | 6 | NA |

Pack 3

### Tribal Grommets (V-Strap)

18 Grommets V-Strap @ \$7.50 each  
Total = \$135.00  
RRP \$15.95



| Size          | QTY |
|---------------|-----|
| Small (4yrs)  | 6   |
| Medium (6yrs) | 6   |
| Large (8yrs)  | 6   |

Pack 4

### Tribal Display Stand and Fittings

Includes 5 pairs of Tribal to offset cost.

\$90.00



I have read and agree to the Terms and Conditions on the reverse side of this page

[soulsthongs.com](http://soulsthongs.com)

P 1800 820 069 F (07) 5438 0293

E [info@soulsthongs.com](mailto:info@soulsthongs.com)

PO Box 131, Moffat Beach, QLD, 4551

Y-Communications Qld Pty Ltd ABN 28 095 069 613

Order Placed By:

(Print Name)

Order Confirmed & Authorised By:

(Print Name)

\* All prices are quoted ex GST. Freight is additional.

# Souls Retailer Terms and Conditions

**THIS AGREEMENT** is made on the Commencement Date between **Y-Communications Old Pty Ltd** (ACN 095 069 613) (**We/Us**) and the Retailer(s) named in the Order Form (**You**).

## 1. INTERPRETATION

In this agreement, **Commencement Date** means the date so labelled in the Order Form; **Confidential Material** includes but is not limited to any information provided by Us to You which is not publicly available or relates to manufacture processes of or proposals for any Products, lists of customers or suppliers, financial information or business plans; **Force Majeure** means an event beyond the reasonable control of the party affected by the event and which delays, curtails or prevents the timely performance or observance by the party of an obligation under this agreement; **IP Rights** means, whether statutory, common law or in equity, and in any jurisdiction, all rights in and arising out of copyrights, trademarks, designs, patents, applications, registrations, and renewals in connection with any of those, moral rights and waivers of such rights by others, inventions (whether patentable or not and whether or not reduced to practice), improvements thereto, and any other proprietary rights similar to the rights identified or described in this definition; **Order Form** means the form set out on the reverse side of this page; **Location** means the place(s) so labelled in the Order Form; **Price List** means the list of Product retail prices issued generally by Us from time to time; **Products** means the list of products We sell as notified to You from time to time; **Selling Price** means the price (in any currency) for which You sell a Product; **Supply Stand** means any stand supplied by Us for display of the Products; **Supply Stand Fee** means the fee so labelled in the Order Form; **Term** means the period so labelled in the Order Form;

## 2. APPOINTMENT

We appoint You as a non-exclusive retailer of the Products.

## 3. SALE OF PRODUCTS

- 3.1 We agree to sell Products to You in accordance with orders placed by You, provide You with a Supply Stand during the Term in return for payment of the Supply Stand Fee, and co-operate with You in promoting sale of the Products and provide to You any information You reasonably request about the Products.
- 3.2 Risk in Products passes from Us to You upon the earlier of Your payment for the Products and their arrival at the Location at Your request but title only passes to You upon Your payment for the Products.
- 3.3 You now grant us the right to enter upon any premises which You occupy or over which You have control, to retrieve any Products at any time within our discretion before title in those Products has passed to You.
- 3.4 Sale of Products to You under this agreement is for Your resale only and not Your end use.
- 3.5 You may reject delivery of Products if they are delivered more than 14 days late from requested delivery date.
- 3.6 Subject to clause 3.5, orders which have been placed cannot be cancelled.
- 3.7 We will replace Products (at Our expense) that contain faulty design, materials or workmanship provided that the Products are returned to Us within 14 days of delivery to You.
- 3.8 You agree throughout the Term to sell the Products at (and only at) the Location and respond courteously and promptly to customer service needs.
- 3.9 You must conduct Your business in a manner that reflects and will reflect at all times favourably upon Us and the Products and which preserves or enhances their goodwill and reputation.
- 3.10 You must sell the Products in the same condition as they are received by You. You must not alter, remove or in any way tamper with any of Our marks.
- 3.11 You must maintain a stock of all of the Products in good order for display purposes. Any Display Stand we have provided to You must be used only for the purpose of displaying the Products for sale at the Location.
- 3.12 You will at no time attempt in any way to discourage requests or orders for the Products or any other products We sell.
- 3.13 You will in all correspondence and other dealings relating to the sale of Products indicate clearly that You are acting as principal and not as agent for nor partner with Us.
- 3.14 You agree to notify Us promptly in writing upon learning of a change in Your ownership or key personnel.
- 3.15 Nothing in this agreement limits Your right to carry on businesses other than that contemplated by this agreement.

## 4. GOOD FAITH AND FAIR DEALING

Each party must use its best efforts to do all things necessary or desirable to give full force and effect to this agreement act in good faith towards the other in respect of anything done or omitted to be done by the party under or in connection with this agreement, and refrain from doing anything that might hinder performance of this agreement by either party.

## 5. PAYMENT

- 5.1 You will pay Us the Wholesale Price from time to time for Products sold to You by Us plus GST unless otherwise agreed between the parties.
- 5.2 Unless otherwise agreed, payment for Products supplied to You under this agreement must be made within thirty (30) days of invoice from Us.
- 5.3 You are entitled to sell or distribute Products at prices determined by You.
- 5.4 Products belong to You upon receipt of payment from You.

## 6. RELATIONSHIP OF PARTIES

- 6.1 You are independent from Us. Nothing in this agreement will be construed as constituting any relationship between You and Us as partners, trustees, principal and agent, or employer and employee, or as constituting any relationship other than that of independent contractors.
- 6.2 Except as otherwise provided in this agreement, You will have no authority to make statements, representations or commitments of any kind, or to take any action, which will be binding on Us. We authorize You to make statements, representations and commitments that are apparent from, and that are consistent with, material that is provided within or as part of the Products, or marketing or promotional material that We provide or prepare in connection with Products.

## 7. CONFIDENTIALITY

- 7.1 Where We have indicated to You that the whole or any part of any information provided by Us to You comprises Confidential Material, You will not at any time during the term of this agreement or after its termination or expiration without obtaining Our prior written consent, disclose such Confidential Material to any person or corporation or use any such Confidential Material for any reason other than for the purposes of complying with Your obligations under this agreement.

- 7.2 Notwithstanding clause 7.1, You may disclose any information to the extent that such disclosure is required by laws, regulations or orders or is necessary to obtain legal or accounting advice, or to the extent that the information is generally available in the public domain except where that is a result of a disclosure in breach of any rights of any party whatsoever.

- 7.3 You will take all such steps as are reasonably necessary to ensure that none of Your employees disclose or use any such Confidential Material in a way which would breach clause 7.1 if such disclosure or use had been by You.

## 8. CONTRACTUAL ARRANGEMENTS

- 8.1 You acknowledge that We have existing and various business and contractual arrangements including licenses with other parties and will continue these operations as part of normal business operations.
- 8.2 We may continue as part of Our normal business operations to appoint further retailers of the Products.

## 9. LIMITATION OF LIABILITY

- 9.1 If legislation implies into this agreement any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application or exercise of, or liability under, such condition or warranty, the condition or warranty will be deemed included in this agreement. However, Our liability for any breach of such condition or warranty will be limited, at Our sole option, to one or more of:
  - (a) if the breach relates to goods, the replacement of the goods or the supply of equivalent goods, the repair of such goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; and
  - (b) if the breach relates to services, the supply of the services again or the payment of the cost of having the services supplied again.

- 9.2 Except as provided in clause 9.1, Our total liability to You arising in any way directly or indirectly out of our relationship with You pursuant to this agreement and for any cause of action whatsoever, whether in contract (including, without limitation, negligence) or breach of statute or any legal or equitable obligation, is limited to the amount of charges paid by You under this agreement.

- 9.3 In no event whatsoever will We be liable for any lost profits or any consequential, exemplary, incidental, indirect or special damages incurred by You.

## 10. TERMINATION OF AGREEMENT

- 10.1 We may terminate this agreement for any reason by giving You not less than one (1) months written notice.
- 10.2 If You give Us written notice of a material breach by Us of this agreement and We fail to remedy such breach within fourteen (14) days, then You may terminate this agreement on written notice to Us. Termination in this manner shall not limit You from seeking any other remedy against Us subject to the terms of this agreement.

## 11. WAIVER

No failure or delay by either party in exercising any of its rights under this agreement shall be deemed to be a waiver of that right, and no waiver by either party of any breach of this agreement shall be considered as a waiver of any subsequent breach of the same or any other provision.

## 12. SEVERABILITY

If any provision of this agreement is determined to be void, illegal or unenforceable by any law or regulation of any government or by any court, such provision will be severed from the agreement and the remaining parts, terms and provisions will remain enforceable.

## 13. ENTIRE AGREEMENT

The parties hereto acknowledge that this agreement constitutes the entire agreement between them and that such agreement supersedes any previous oral or written agreements between them that deal with the same subject matter.

## 14. FORCE MAJEURE

- 14.1 Should either party be affected by a force majeure, not arising out of its own negligence, which may include, but not be limited to floods, fires, storms or other natural disasters, any civil or labour unrest such as strikes, lockouts, riots or actions on the part of a government or other authority which interfere with a party's ability to meet its obligations under this agreement including embargoes, prohibitions or similar actions, that party shall immediately advise the other of the force majeure.

- 14.2 Any delay or inability by a party to perform its obligations under this agreement shall not be deemed a breach if the delay or inability to perform is as a result of the force majeure of which the other party has been notified.

- 14.3 Should the force majeure continue for a period of more than thirty (30) days, the parties will have discussion to determine what, if any, steps should be taken to remedy the situation in a fair and equitable fashion or to allow for the termination of this agreement.

## 15. HEADINGS

The headings set out in this agreement are for convenience only and shall not in any way affect the interpretation of this agreement.

## 16. AMENDMENTS

The terms of this agreement may only be amended by a further written agreement signed by the parties.

## 17. APPLICABLE LAW

This agreement will be governed by and interpreted under the laws of Queensland, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that State.