



Hair & Beauty Collective (ABN 53 609 471 187)

TERMS & CONDITIONS OF SALE

Hair & Beauty Collective (“HBC”), in recognition of the very high standards for product quality and image associated with its brands, requires its authorised customers to agree to certain conditions of sale (the “Agreement”).

The undersigned customer (“Customer”) hereby confirms its agreement that the following terms and conditions apply to its purchase of any products for professional or retail purposes (“Products”) from Hair & Beauty Collective and agrees that the Customer shall be deemed to have acknowledged and accepted these terms and conditions each time it orders Products (“Order”) with Hair & Beauty Collective.

1. Anti-Diversion

- 1.1. Products purchased or otherwise acquired by the Customer shall be solely and exclusively for professional use in the provision of hairdressing services to its clients (“Professional Products”) or for resale to end-user consumers at Customer’s premises (“Salon”).

2. Salon Approval/Change of Ownership

- 2.1 The Customer recognises that this Agreement relates only to the Salon identified above.
- 2.2 The Customer further agrees that in the event of a change in ownership, control or management of the Salon, whether as a result of the transfer of shareholding assets, or otherwise, Hair & Beauty Collective reserves the right, in its sole discretion, to terminate the Agreement and cease supply of Products to the Salon.

3. General Terms of Doing Business

- 3.1. Hair & Beauty Collective may in its discretion accept (in whole or in part) any Order, subject to availability of Products, or decline any Order.
- 3.2. Hair & Beauty Collective is completely free to sell or not sell Products to the Customer, and the Customer is completely free to purchase or not purchase Products from HBC.
- 3.3. Hair & Beauty Collective shall, from time to time, provide the Customer with information and educational materials regarding the Products and their uses, which materials shall be provided by the Customer to its professional staff and other employees.
- 3.4. The Customer understands and acknowledges that Hair & Beauty Collective may change the prices of any of the Products and its terms and conditions of sale at any time, and from time to time, upon not less than thirty (30) days’ notice to the Customer. Prices listed in the Hair & Beauty Collective price lists shall be subject to Goods and Services Tax (GST) as applicable from time to time.
- 3.5. Hair & Beauty Collective may require the Customer to purchase certain Products in the product range in minimum pack quantities.
- 3.6. Any end-user returns of Products to the Customer, which are then returned to Hair & Beauty Collective, will be credited at 100% of the Customer’s cost. Any Products returned by the Customer to Hair & Beauty Collective for any other reason will be credited at the Customer’s cost less a 15% restocking charge. Any returns require prior approval by Hair & Beauty Collective. Any credit passed for returns will be issued in Product to the salon.

4. Use of Products/Liability

- 4.1. Without limitation, Hair & Beauty Collective shall have no liability for any use of the Products by the Customer, its professional staff or employees, or by any clients/customers of the Customer, other than the intended use of the Products as described in educational materials or other written information or during training provided by Hair & Beauty Collective to the Salon.
- 4.2. The Customer undertakes to make suitably qualified staff available for training by Hair & Beauty Collective and to ensure that only suitably qualified staff, or staff under supervision of suitably qualified staff, use and apply the Products, in particular Professional Products, in accordance with instructions and training in the provision of its hairdressing services to its clients. Furthermore, the Customer shall ensure that proper advice, in accordance with instructions, is given to purchasers of the Products.
- 4.3. The Customer warrants that it is currently licensed by all relevant bodies and authorities to carry on a hairdressing business and is complying with those applicable regulations.
- 4.4. The Customer shall only use Products supplied by Hair & Beauty Collective designated as Professional Products, or Products labeled as "Not for Resale", in the provision of its hairdressing services to its clients and shall not re- sell, distribute or otherwise provide such products to any other party or for any other use.

5. Trademarks

The Customer shall have no right to use of any trademarks or other intellectual property of Hair & Beauty Collective or pertaining to the brands of any Products supplied by Hair & Beauty Collective. The Customer shall have no right to use these or any other trademarks of Hair & Beauty Collective or the said brands, registered or otherwise (collectively, "the Trademarks"), in any manner except with specific prior authorisation by Hair & Beauty Collective in writing. This Agreement does not create a license in favor of the Customer. Any permitted use of the Trademarks shall be strictly in the manner prescribed by Hair & Beauty Collective and shall include all required legal notices.

6. Display and promotional material

Hair & Beauty Collective may from time to time provide the Customer with point-of-sale display materials, counters and equipment. All such material shall remain the property of HBC and shall be returned on request. The Customer shall take reasonable care of the materials and ensure that they are merchandised in the manner and position according to the guidelines and requirements of Hair & Beauty Collective.

7. Delivery, Title and Risk

- 7.1. Risk in and to the Products shall pass to the Customer upon receipt of delivery to the Customer's designated delivery address.
- 7.2. The Customer shall, upon receipt of the delivery, inspect the Products and shall notify Hair & Beauty Collective in writing within three business days of receipt of any shortage, incorrect product, damage or other discrepancy against the invoice. After this period the Customer shall be deemed to have accepted the delivery as satisfactory, correct and complete
- 7.3. Any freight or delivery charges included on the invoice shall be payable by the Customer. Hair & Beauty Collective reserves the right to revise, from time to time, its delivery fee policy.
- 7.4. Unless otherwise agreed, the Customer shall make payment of every invoice within 30 days of date of invoice in full, without set-off, deduction or claim. Payment may be made by credit card or by direct electronic bank transfer to Hair & Beauty Collective's nominated bank account. Details of payment by such transfer are to be advised same day by email to Hair & Beauty Collective. Hair & Beauty Collective reserves the right to recover any bank or merchant fees it may incur relating to payment by the Customer.
- 7.5. In the event of any overdue payment/s by the Customer, Hair & Beauty Collective may suspend delivery of any pending orders or decline to accept any new orders until rectification. Any costs, expenses, legal or collection fees or disbursements incurred by Hair & Beauty Collective in recovering any outstanding monies shall be recoverable from the Customer.
- 7.6. Ownership of the Products shall not pass to the Customer until the full purchase price and all outstanding monies have been paid to Hair & Beauty Collective.

8. Termination; Product Repurchase

Either party may terminate this Agreement at any time, in its sole discretion, without liability or obligation, except as set forth in this Section

- 8.1. Hair & Beauty Collective may terminate supply:
 - (a) immediately upon the Customer's breach the terms and conditions of this Agreement, defaults in payment, or is declared insolvent, or is placed under administration, or
 - (b) without cause upon one month's notice to the Customer.
- 8.2. Upon termination of this Agreement, Hair & Beauty Collective shall have the following options, which it may exercise in its sole and absolute discretion:
 - (a) to require the return of all Products which the Customer has on hand as of the Repurchase Date (as defined below). In such event, Hair & Beauty Collective will credit the Customer a price equal to the wholesale price of the Products as of the Repurchase Date for each item of saleable Product repurchased less a 15% restocking charge.; and
 - (b) to repossess any materials including point of sale material, equipment and trade fixtures that contain the trade names, trademarks logos and/or other intellectual property pertaining to Hair & Beauty Collective or the Products. To the extent any repossessed equipment or trade fixtures were purchased and paid for by the Customer, Hair & Beauty Collective shall credit the Customer for the value of such items, subject to the items being in a condition fit for future use.
 - (c) Payment for such repurchased Product and repossessed equipment and trade fixtures will be subject to offset for any sums owed by the Customer to Hair & Beauty Collective as of the Repurchase Date. HBC may exercise its repurchase options under this Section 10 by sending the Customer written notice thereof at any time within thirty (30) days after the termination of this Agreement by either of the parties hereto. Such notice shall specify (i) the date of repurchase ("Repurchase Date") which shall not be later than ten (10) days after such notice is given, and (ii) the location for delivery of the repurchased Products and/or repossessed materials.

9. Confidentiality

The Customer shall ensure that its officers and employees keep confidential all information and data relating to Hair & Beauty Collective, and including its products, terms of trade, pricing, marketing, training or promotions. This obligation shall endure notwithstanding the termination of this Agreement for any reason.

10. Limitation of Liability

- 10.1. Subject to the provisions of the Competition and Consumer Act (Cth) 2010 or other statutory provisions which may apply to the Customer and which may not be excluded, restricted or modified by Hair & Beauty Collective to the extent permitted by law, all other warranties, descriptions and conditions, express or implied are expressly excluded.
- 10.2. If the Customer is entitled to the benefit of the implied terms in the Act, the liability of Hair & Beauty Collective in respect of each Order will be limited to the lesser of the price of the ordered Products or the cost of replacing defective Products. Hair & Beauty Collective shall not be liable to the Customer for any loss, damage, cost, expense or other claim, however (including by Hair & Beauty Collective 's negligence) which arises in connection with the Products, including, without limitation, for any loss, damage, cost, expense or other claim arising from the Products being stored in conditions that are abnormal or incompatible with their nature.

11. Governing Law; Jurisdiction.

These terms and conditions of the agreement and dealings between the Customer and Hair & Beauty Collective shall be governed and construed according to the laws of the State of South Australia and the Customer agrees to submit to the courts located in South Australia.

12. Notice.

- 12.1. Any legal notice given by the Customer to Hair & Beauty Collective under these terms and conditions must be in writing and may be given post to:

Hair & Beauty Collective
102 Churchill Rd, Prospect SA
5082

- 12.2. A notice, direction or other communication that has been posted, either by Hair & Beauty Collective or by the Customer, is taken to have been received 3 business days after the date of posting.

13. Entire Agreement.

All understandings and agreements heretofore made among the parties with respect to the subject matter hereof are merged in this Agreement, which alone fully and completely expresses their agreement with respect to the subject matter hereof. There are no promises, agreements, conditions, understandings, warranties or representations, oral or written, express or implied, among the parties hereto, other than as set forth in this Agreement. All prior agreements among the parties are superseded by this Agreement, which integrates all promises, agreements, conditions and understandings between the parties hereto.

14. Severability.

Each section and subsection of this Agreement constitutes a separate and distinct understanding, covenant and provision hereof, In the event that any provision of this Agreement shall finally be determined to be unlawful, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

15. Counterparts; Delivery by Facsimile.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party hereto to a counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. Any executed counterpart of this Agreement may be delivered by electronic delivery of a facsimile signature and such delivery shall be deemed to be the delivery of the original thereof.

**For and on
behalf of:
CUSTOMER**

Salon Owner (the "Customer"): _____
(Full name/s of sole trader, partners, entity)

Salon Trading Name: _____

Address: _____

ABN: _____

Email: _____

Phone: _____

Signature: _____

Date: _____



DIRECT DEBIT AUTHORITY

Company name: _____

Postal address: _____

Contact name: _____ Phone: _____

Email: _____

DETAILS OF MY DEBIT / CREDIT CARD* TO BE DEBITED

Cardtype: MasterCard Visa

Card no: _____ Expiry: _____ / _____

Cardholder's name: _____ Securitycode: _____

*Please note a 1.65% surcharge applies to all credit card payments.

DECLARATION

I/we authorise Hair & Beauty Collective (ABN 53 609 471 187) to debit the above bank account or credit card until further notice, in accordance with the Terms and Conditions outlined in the Direct Debit Service Agreement (overleaf).

I/we have read and understood the Terms and Conditions governing the debit arrangement with Hair & Beauty Collective as set out in this Direct Debit Authority and in the Direct Debit Service Agreement.

Signature: _____ Date: _____

Signature: _____ Date: _____

DIRECT DEBIT SERVICE AGREEMENT

The terms of this agreement

1. By signing a Direct Debit Authority you authorise Hair & Beauty Collective (ABN 53 609 471 187) to debit funds from your nominated bank account or credit card at the time the funds become overdue / outside the agreed trading terms (eg 30-days).
2. Hair & Beauty Collective will only arrange for funds to be debited from your nominated bank account or credit card if we have sent to the email or postal address nominated by you in the Direct Debit Authority an invoice which specifies the amount payable by you to Hair & Beauty Collective and when it is due.
3. If the due date of an invoice falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day.
4. You may change, stop or defer a direct debit payment, or terminate this agreement, by providing us with at least 30 days' written notice.
5. Hair & Beauty Collective may vary this agreement with at least 30 days' written notice.
6. Hair & Beauty Collective reserves the right to recoup any costs incurred as a result of rejected direct debit payments.

Your responsibilities

7. It is your responsibility to:
 - a. ensure your nominated account can accept direct debits;
 - b. ensure that there are sufficient cleared funds in your nominated account to meet payments when they fall due;
 - c. advise Hair & Beauty Collective if your nominated account is transferred or closed, or the account details change;
 - d. ensure that all account holders (in the case of joint accounts) have signed the Direct Debit Authority (overleaf);
 - e. advise Hair & Beauty Collective immediately if you believe an automatic payment has been made in error so that we can promptly resolve the issue; and
 - f. be aware that you may be charged a fee by your financial institution due to failed, late or incorrect payments.

Your rights

8. Subject to the terms and conditions of your agreement with Hair & Beauty Collective, you may alter or cancel the Direct Debit Authority by emailing hello@hairandbeautycollective.com or writing to 102 Churchill Rd, Prospect, SA 5082

Your privacy

9. Hair & Beauty Collective will keep all information relating to your Direct Debit Authority confidential, except where required by law or required for conducting direct debits with your financial institution and for related queries, disputes or claims. We will take reasonable steps to protect personal information held by us against loss and against access, use, modification or disclosure that is unauthorised.