



Independent Dealer Contract Terms & Conditions

This Agreement, made this ____ day of _____, year ____ between Gandang Kalikasan USA Inc. ("GKUSAI") and _____ ("Dealer")

WITNESSETH THAT:

GKUSAI agrees that the Dealer may purchase the products of GKUSAI at prices determined by GKUSAI, which are below the retail price, subject to GKUSAI policies regarding sales, marketing and payment.

The Dealer represents and warrants that all the information he/she has given in this Application Form and Agreement is true and accurate.

The Dealer agrees:

- a) To obtain and maintain all permits and licenses necessary for the continuance of his/her business
- b) To ensure that he/she complies with all applicable laws governing his/her business including payment of any and all taxes.
- c) To pay for all his/her purchases in accordance with the payment policies of GKUSAI without the need for GKUSAI to demand payment.
- d) As far as the law allows, to hold GKUSAI, its officers and employees free and harmless from any claim, expense, liability, suit or demand arising from the conduct of his/her business.
- e) To immediately inform GKUSAI of any change in his/her personal information given in this Application Form.
- f) Not to sell GKUSAI's products in or to retail stores, supermarkets or other fixed places of business including online without prior written permission from GKI.
- h) **TO STORE THE PRODUCTS AWAY FROM SUNLIGHT AND BELOW 95 DEGREES FARENHEIGHT AT ALL TIMES IN ORDER TO PRESERVE THE QUALITY OF THE PRODUCTS.** Failure to do so will cause irreparable damage to the products such as loss of fragrance, separation or discoloration since the products do not contain chemical stabilizers or emulsifiers which will be the Dealer's liability.
- i) To never leave the products in a vehicle or any other place that may be subject to heat, and to accept liability for any change in the quality of products not properly stored in accordance with these directions.

GKI and the Dealer agree:

- a) That this Dealer Agreement does not make the Dealer an employee or agent of GKUSAI. The Dealer is an independent businessperson.
- b) That this Agreement does not give the Dealer authority to enter into any agreement or contract with any party by representing himself/herself as an employee or agent of GKUSAI or commit GKUSAI to any contract or agreement with any third party.
- c) That this Agreement does not confer authority to the Dealer to use any of the trademarks or trade names owned by GKUSAI.
- d) That the Dealer will abide by all policies of GKUSAI which may change from time to time.
- e) That GKUSAI may change its prices, commission, and incentive and credit policies with regard to the Dealer and may reduce or cancel discounts or other benefits without prior notice.
- f) That either party may terminate this Agreement, with or without due cause, at any time upon notice to the other. Upon termination, all monies owed by Dealer shall become immediately due and payable.
- g) That in case of dispute arising directly or indirectly from this Agreement, settlement shall be pursued by either Arbitration or through the proper courts at the option of GKUSAI.
- h) That this Agreement supersedes any prior agreements between GKUSAI and the Dealer.

Signed: _____ Date: _____

Please scan and email all 3 pages of this completed form to dealer@humanheartnature.com
or fax to: (714) 994-1271

PLEASE PROVIDE a scanned/faxed copy of a Valid ID and proof of address