



ACCOUNT TERMS & CONDITIONS OF TRADE

This Account Agreement (“Agreement”) sets out the terms and conditions governing the supply of professional skincare products, education, marketing support, and related services by Vital Plus Pty Ltd (“Vital Plus”, “we”, “our”, or “us”) to the authorised business account holder (“Business”, “you”, or “your”).

By completing an account application, signing an opening order agreement, accepting these Terms electronically, or placing an order with Vital Plus, the Business acknowledges and agrees to be legally bound by these Terms and Conditions of Trade.

This Agreement defines the commercial relationship between Vital Plus and the Business and outlines the operational, financial, educational, and professional standards required to establish and maintain an authorised Vital Plus account.

Vital Plus operates as a professional distribution partner and may, at its reasonable discretion, determine account eligibility, supply conditions, brand representation standards, and trading privileges.

Vital Plus may update these Terms and Conditions from time to time, with reasonable notice provided via email, the account portal, or on the website. Continued trading with Vital Plus following such notice constitutes acceptance of the updated Terms.

1 Nature of Relationship

Nothing in this Agreement creates or is intended to create any partnership, joint venture, agency, employment, franchise, or fiduciary relationship between Vital Plus and the Business. The Business operates as an independent entity and is solely responsible for its own professional conduct, client care, regulatory compliance, staffing, financial obligations, and business operations.

The Business has no authority to act on behalf of, represent, or bind Vital Plus in any manner, and must not hold itself out as an agent, representative, or partner of Vital Plus

2 Professional Standards & Account Requirements

2.1 Business owners and relevant staff must attend and complete introductory brand foundation training, either in person or via an approved online platform, within a reasonable timeframe following placement of an opening order, as determined by Vital Plus.

2.2 The Business must maintain at least one suitably trained therapist delivering authorised brand treatments. Vital Plus provides training, access to a digital training library, and technical resources to support professional use.

2.3 The Business must notify its Business Development Consultant when appointing new therapists so that appropriate training can be arranged.

2.4 Where Vital Plus becomes aware of serious or repeated concerns regarding product prescription, treatment application, or professional conduct, Vital Plus may, at its reasonable discretion, suspend services or supply pending investigation or corrective action, having regard to client safety, professional standards, and brand reputation.

2.5 Vital Plus shall not be liable for indirect or consequential loss arising from product use or services provided by the Business, except where liability cannot be excluded under Australian Consumer Law.

2.6 This Agreement does not permit the Business to act as agent, educator, or representative of Vital Plus, and the Business must not bind Vital Plus to any agreement, obligation, or liability.

2.7 Vital Plus may, at its reasonable discretion, require minimum retail product orders in conjunction with professional product supply to support treatment protocols and retail recommendations.

2.8 Vital Plus provides Recommended Retail Prices (RRP) as guidance only to support brand positioning. The Business remains independent in determining resale pricing.

2.9 Internet sales are permitted only on approved salon, clinic, or treatment centre websites with prior written approval from Vital Plus. Sales via third-party marketplaces or platforms (including eBay, Amazon, or similar channels) are prohibited. Vital Plus may withdraw approval for online sales where brand representation requirements are not met.

3 Orders, Delivery, Returns & Product Issues

3.1 Orders are placed through the Vital Plus professional online portal using account login credentials issued once your contract agreement and these Terms and Conditions have been accepted and returned to head office.

3.2 Where an incorrect item is supplied in error, the Business must notify Vital Plus within forty-eight (48) hours of delivery. The Business may elect to retain the item at a discounted rate or return it to Vital Plus, identifying business details. Freight costs associated with the return may be deducted from the next order. Opened products will not be credited unless defective.

3.3 Where goods are received damaged in transit, the Business must document the damage with photographs of the parcel and product and provide written notification to Vital Plus. Vital Plus will arrange replacement of confirmed transit-damaged goods.

3.4 Out-of-stock items will be placed on back order where applicable, and the Business will be notified once available. Back-ordered items will be dispatched without additional handling or delivery charges.

3.5 Vital Plus will accept returns for products confirmed to be defective or not of acceptable quality within twelve (12) months of delivery, subject to provision of proof of purchase and reasonable evidence of the defect. Vital Plus may request the return of the product for inspection.

3.6 Where a defect is confirmed, Vital Plus may, at its reasonable discretion, repair, replace, or provide product credit. Cash refunds will not be provided except where required by law.

3.7 This returns process does not apply to products affected by improper storage, handling, misuse, expired shelf life, or use inconsistent with professional guidance.

3.8 Nothing in this clause excludes or limits rights available under the Australian Consumer Law. Where permitted in business-to-business transactions, Vital Plus liability is limited to replacement or repair of goods.

4 Freight, Dispatch & Collection

4.1 Orders received before 1.00 pm Sydney time will generally be dispatched on the same business day. Orders received after this time will be dispatched on the next business day. Dispatch timeframes are estimates only and may vary due to operational requirements or circumstances beyond Vital Plus' control.

4.2 A standard freight and handling fee of \$20.00 applies to orders under \$700.00 (excl. GST). Orders meeting or exceeding this threshold qualify for complimentary freight. Vital Plus reserves the right to vary freight thresholds with reasonable notice.

4.3 Courier tracking details will be issued where available following dispatch. Estimated delivery timeframes are 3 to 5 business days, depending on location and courier service conditions. Vital Plus is not responsible for courier delays once goods have been dispatched.

4.4 Orders may be collected from the Vital Plus premises with prior arrangement. Risk in goods transfers to the Business upon collection. The pickup location is Vital Plus Pty Ltd. 2B Best Avenue, Mosman NSW 2088. Tel: 02 9452 6230 or 1300 437 638.
Email: officemanager@vitalplus.com.au.

5 Payment Terms

5.1 Payment terms applicable to the Business will be determined by Vital Plus based on opening order level, account classification, and participation in applicable programs, and may be reviewed from time to time at the reasonable discretion of Vital Plus.

5.2 Vital Plus does not offer consignment terms. All opening orders must be paid in full prior to dispatch unless otherwise agreed in writing.

5.3 Payments may be made by credit card, debit card, bank transfer, or other approved method. The Business is responsible for ensuring sufficient funds are available to complete payment at the time of order.

5.4 Bank transfer payments must include the relevant invoice number or customer identifier to enable allocation of funds. Vital Plus is not responsible for delays arising from incomplete payment references.

5.5 Vital Plus does not apply credit card surcharges and accepts Visa, Mastercard, and American Express.

5.6 Interest of 3% per calendar month (or part month) may be applied to overdue amounts as an administration and financing charge. Repeated late payment may result in review or withdrawal of trading terms, credit hold, or suspension of supply until the account is brought up to date.

5.7 Title in goods remains with Vital Plus until payment is received in full. The Business must store goods separately and clearly identify them as Vital Plus property until title passes.

5.8 Vital Plus may apply payments received to any outstanding invoices at its reasonable discretion.

5.9 The Business must not withhold, set off, or deduct payment due to disputes unless agreed in writing.

5.10 The Business agrees to reimburse Vital Plus for reasonable costs incurred in recovering overdue amounts, including administrative, legal, and collection costs where permitted by law.

6 Account Structures

6.1 A Business Account is automatically set up when first trading with Vital Plus. The prerequisites are that you must be the business owner and employ a fully qualified beauty therapist or dermal clinician. You must have an ABN or ACN.

6.2 A Business Account must have a shop front or a fully equipped and separate home installation. In addition, your business must maintain acceptable levels of hygiene, presentation, professionalism, and retail space, as well as treatment rooms.

6.3 To retain a Business Account, the Business must purchase a minimum of \$6,000.00 (excl. GST) per annum. Orders contributing to this minimum should reflect a commercially balanced mix of professional treatment products and retail products to support both service delivery and client home-care recommendations.

Where this minimum annual purchase is not achieved, or where purchasing patterns do not demonstrate active brand engagement, the account may be reviewed and, where appropriate, reclassified as a Resting Account. Vital Plus will provide written notice of any such change.

7 Resting Account

7.1 A Resting Account is an authorised Vital Plus account that has been reclassified to an inactive trading category where annual purchases fall below \$6,000 (excl. GST). This classification may apply to sole traders on maternity leave, practitioners temporarily unable to trade due to illness, retired professionals, or businesses with reduced purchasing activity.

Resting Accounts may continue to place orders for retail products and selected professional back-bar products, as determined at the reasonable discretion of Vital Plus.

Due to the account's inactive status, Resting Accounts are not eligible for Business Development Consultant support, marketing or promotional assistance, reward program participation, education incentives, or the allocation of complimentary materials, including but not limited to samples, merchandising assets, and promotional collateral.

Where purchasing activity increases and meets Business Account criteria, the account may be reviewed for reinstatement to active trading status.

7.2 A Resting Account holder will have access to wholesale prices plus a 25% surcharge.

8 Display Material – Samples and Branding in your Business

8.1 Display Material Maintenance. The Business agrees to maintain current and approved Vital Plus brand display materials within its retail and treatment areas. Outdated, damaged, or discontinued display assets must be removed promptly. Replacement materials can be arranged through your Business Development Consultant or Head Office, subject to availability.

8.2 Sample Usage. Samples are provided exclusively for client trial and product experience purposes and must not be sold, decanted, or incorporated into professional treatments unless expressly approved by Vital Plus.

8.3 Marketing Support & Promotional Allocation. Subject to availability, Business Accounts may receive marketing and promotional support of up to 5% of the total value of qualifying orders. Allocation of samples and promotional materials is determined at the reasonable discretion of Vital Plus, and back orders will not be issued for complimentary items.

8.4 Retail Presentation Standards. The Business agrees to maintain an appropriate and visible retail presence for Vital Plus brands within the designated purchase area. Retail displays should reflect professional merchandising standards and support effective client consultation and product recommendation.

9 Reward Programs

9.1 Vital Plus offers a reward program designed to support and benefit participating Business Accounts through product-based incentives aligned with purchasing activity.

9.2 Participation in the Reward Program is subject to eligibility criteria and program guidelines, which your Business Development Consultant can review with you upon request.

9.3 Full program details, including current benefits, eligibility requirements, and claim procedures, are available in the Rewards section of the Vital Plus website:

<https://my.vitalplus.com.au/vital-rewards/>

9.4 Late payment during the applicable accrual period may result in forfeiture of eligibility to receive Reward Program benefits.

9.5 Reward accrual and calculation are managed automatically through the Vital Plus online portal following execution of a purchase agreement:

<https://vitalplus.com.au/purchase-agreement/>

9.6 The Reward Program, including purchase thresholds, benefits, and eligibility requirements, may be amended, updated, suspended, or withdrawn at any time at the reasonable discretion of Vital Plus. Current program terms will be published in the Rewards section of the Vital Plus website.

9.7 Rewards are redeemable exclusively as product credit and are not transferable, exchangeable for cash, or refundable.

9.8 Vital Plus may adjust, withhold, or reverse reward accruals or credits where orders are disputed, returned, unpaid, or where a material breach of these Terms and Conditions occurs.

9.9 Rewards accrued within a calendar quarter (July–September, October–December, January–March, or April–June) will be calculated at the close of that quarter and credited to the client's account. Any reward credits issued must be redeemed within the immediately following calendar quarter and cannot be carried forward, rolled over, or applied to any subsequent period. Any unused reward credits remaining at the end of the redemption quarter will automatically expire and be forfeited without compensation.

10 When an allergic reaction occurs

10.1 In the event of a suspected product reaction or client complaint, the Business must promptly contact their Vital Plus Educator for guidance and complete a Customer Feedback Form as requested.

10.2 The Business must document the incident with clear photographs where possible and obtain relevant information from the client, including product usage history, treatment details, and any contributing factors.

10.3 A patch test is recommended where appropriate to assist in assessing product sensitivity.

10.4 The Business remains responsible for all client consultation, treatment decisions, and aftercare advice. Where an adverse reaction or suspected allergic response occurs, the Business must ensure the client seeks appropriate medical advice where clinically indicated.

10.5 Vital Plus will review the information provided and may, at its reasonable discretion, offer product replacement or other support. Where a client refund is issued, the Business must provide evidence of the refund together with the returned product and relevant documentation.

10.6 This process is intended to support product evaluation and client care and does not constitute an admission of product fault or liability by Vital Plus.

11 Territory and Business Radius

11.1 Your Vital Plus account operates under a non-exclusive distribution model and does not grant geographic radius protections, business-type exclusivity, or trading-area exclusivity to any account.

11.2 The Brand reserves the right to appoint, supply, and support additional authorised Vital Plus stockists within any geographic location, business precinct, or service category at its sole discretion.

11.3 Appointment of additional accounts is guided by professional criteria, including clinical standards, commitment to education, retail capability, and market demand.

11.4 Vital Plus remains committed to supporting all authorised partners through education, marketing, and business development to enable differentiation regardless of proximity to other stockists.

11.5 No verbal or written assurances of geographic exclusivity shall be binding. Vital Plus reserves the right to partner with any qualified professional skincare business or retailer, regardless of proximity to existing accounts.

12 Change of Ownership, Premises or Account Status

12.1 The contract agreement with Vital Plus entered into upon account opening is personal to the Business and is not transferable without the prior written consent of Vital Plus.

12.2 Where the Business owner sells the business, a new agreement must be negotiated and executed with the incoming owner should they wish to continue trading with Vital Plus. The existing account holder must notify Vital Plus to arrange account closure.

12.3 The Business must provide no less than sixty (60) days written notice where it intends to relocate premises or where circumstances arise that may impact compliance with account requirements, including those set out in Clause 6.2. The Business must provide full details of the proposed relocation or change in circumstances.

12.4 Following such notification, Vital Plus may, at its reasonable discretion, review the account and determine whether trading terms should be varied, continued, or suspended pending assessment of the new premises or compliance with account criteria.

13 Intellectual Property & Brand Representation

13.1 All trademarks, product names, treatment protocols, educational materials, training manuals, imagery, digital assets, and marketing collateral supplied by Vital Plus remain the intellectual property of Vital Plus and its represented brands.

13.2 Vital Plus grants the Business a limited, non-transferable, revocable licence to use approved marketing and educational materials solely for the purpose of promoting authorised products and treatments within its own business channels.

13.3 The Business must not modify, reproduce, distribute, sublicense, or use brand assets in any manner that misrepresents the brand, creates therapeutic or medical claims, or may damage brand reputation. Training materials, treatment protocols, and educational content must not be copied, shared, delivered as third-party education, or used for commercial training purposes without prior written consent from Vital Plus.

13.4 Vital Plus may, at its reasonable discretion, require removal, amendment, or correction of marketing content that does not align with brand standards, regulatory requirements, or approved claims language.

13.5 Upon termination or suspension of the account, the Business must cease use of Vital Plus intellectual property and remove brand assets from marketing, digital platforms, and promotional materials within a reasonable timeframe.

14 Professional Conduct, Clinical Standards & Education Participation

14.1 The Business agrees to uphold professional treatment standards, consultation protocols, hygiene practices, and ethical retail conduct consistent with Vital Plus education, technical guidance, and brand training requirements.

14.2 The Business acknowledges the importance of ongoing participation in Vital Plus education to maintain clinical competency, product knowledge, and treatment expertise. Practising therapists and clinicians are expected to remain current with new product launches, revised treatment protocols, and updated clinical guidance issued by Vital Plus.

14.3 The Business agrees not to make therapeutic, medical, or unsubstantiated product claims that may breach regulatory requirements or advertising standards.

14.4 Vital Plus may, at its reasonable discretion, request corrective action, recommend additional education, or suspend supply where professional standards are not maintained, education requirements are not reasonably met, or where there is a serious or repeated risk to client safety or brand reputation.

15 Regulatory Compliance & Clinical Responsibility

15.1 The Business is responsible for ensuring that all therapists and clinicians comply with applicable state and national regulatory requirements, professional licensing obligations, advertising standards, and industry codes of practice.

15.2 The Business accepts responsibility for all client consultations, medical history collection, contraindication assessment, informed consent processes, product recommendations, treatment delivery, and record keeping within its practice.

15.3 Vital Plus provides education, technical information, and product guidance to support professional use. Clinical decision-making, treatment selection, and service delivery remain the responsibility of the treating professional. Vital Plus does not assume responsibility for treatment outcomes, practitioner error, product misuse, or services performed within the Business's premises, except where liability cannot be excluded under Australian Consumer Law.

16 Confidentiality & Commercial Information

16.1 The Business acknowledges that wholesale pricing, promotional offers, educational materials, treatment protocols, marketing assets, training content, commercial strategies, and other information provided by Vital Plus constitute confidential information.

16.2 The Business agrees not to disclose, reproduce, distribute, or make available confidential information to any third party without prior written consent from Vital Plus, except where disclosure is required for internal operational purposes and subject to equivalent confidentiality obligations.

16.3 The Business must not publish, share, or display wholesale pricing or confidential commercial information in consumer-facing communications, including websites, social media platforms, online marketplaces, review platforms, or comparative pricing tools.

16.4 The Business must take reasonable steps to ensure that employees, contractors, and associated personnel comply with these confidentiality obligations.

16.5 Confidentiality obligations under this Agreement survive termination for a period of twenty-four (24) months, except for intellectual property and treatment protocols, which remain protected indefinitely.

16.6 These obligations do not apply to information that is publicly available through no breach of this Agreement.

17 Account Suspension & Termination

17.1 Vital Plus may, at its reasonable discretion, suspend supply, vary trading terms, or restrict account privileges where the Business:

- Breaches these Terms and Conditions.
- Engages in conduct that may damage brand reputation or professional positioning.
- Fails to maintain professional, regulatory, or clinical standards.
- Repeatedly defaults on payment obligations or credit terms.

- Violates online sales policies, marketing guidelines, or brand representation requirements.
- Fails to engage with reasonable education or account compliance requirements.
- Provides inaccurate information during account assessment or review.
- Experiences a material change in ownership, premises, or operational structure affecting account eligibility.
- Or otherwise acts in a manner that poses risk to clients, products, brand integrity, or commercial partnership.

This list is not exhaustive.

17.2 Vital Plus may suspend supply or account privileges pending investigation or resolution of any matter that reasonably raises concern regarding compliance, client safety, or brand integrity.

17.3 Vital Plus will, where appropriate, seek to resolve concerns through communication, education, or corrective action prior to termination, except where immediate suspension or termination is reasonably necessary to protect clients, regulatory compliance, or brand reputation.

17.4 Either party may terminate the trading relationship by providing not less than thirty (30) days' written notice. Vital Plus may terminate with shorter notice, including immediate termination, in the event of a material breach, serious misconduct, or circumstances reasonably justifying the cessation of supply.

17.5 Upon termination or suspension, the Business must cease representing itself as an authorised Vital Plus stockist and must remove Vital Plus branding, intellectual property, and promotional materials from public display and marketing channels within a reasonable timeframe.

18 Privacy & Data Handling

18.1 Vital Plus collects, stores, and uses business and contact information for the purposes of account management, order processing, education support, marketing communication, and administration of the commercial relationship.

18.2 Vital Plus will manage personal information in accordance with applicable Australian privacy legislation and its published Privacy Policy.

18.3 Vital Plus may disclose relevant business information to service providers, logistics partners, educators, and technology platforms where reasonably necessary to deliver products, services, or support to the Business.

18.4 Where clinical imagery, treatment outcomes, or case study information are shared with Vital Plus, such information may be used for internal training, education, or marketing purposes, provided that personal client identities are de-identified and appropriate consent has been obtained where required.

18.5 The Business is responsible for ensuring that any client information shared with Vital Plus complies with privacy obligations and consent requirements.

18.6 The Business may opt out of marketing communications at any time in accordance with applicable legislation

19 Force Majeure

19.1 Vital Plus shall not be liable for delay, failure to perform, or interruption of supply where such delay or failure arises from events beyond its reasonable control ("Force Majeure Event"), including but not limited to supply chain disruption, manufacturing delays, transportation interruptions, natural disasters, war, labour disputes, pandemics, governmental actions or restrictions, import/export limitations, utility failures, cyber incidents, or other global or local events affecting operations.

19.2 During a Force Majeure Event, Vital Plus obligations affected by the event shall be suspended for the duration of the disruption and delivery timeframes shall be extended accordingly.

19.3 Vital Plus may, at its reasonable discretion, allocate available stock, modify supply arrangements, or implement alternative sourcing strategies where necessary.

19.4 Vital Plus will use reasonable endeavours to mitigate the impact of a Force Majeure Event and will communicate with Business Accounts regarding anticipated delays where practicable.

19.5 Where a Force Majeure Event continues for an extended period materially impacting supply, Vital Plus may review trading arrangements or terminate affected orders without liability.

19.6 Nothing in this clause relieves the Business from payment obligations for goods already supplied.

20 Governing Law

20.1 This Agreement is governed by and construed in accordance with the laws of New South Wales, Australia.

20.2 Subject to the dispute resolution procedures set out in this Agreement, the parties submit to the exclusive jurisdiction of the courts of New South Wales, Australia.

21 Dispute Resolution

21.1 The parties agree to use reasonable endeavours to resolve any dispute arising under this Agreement through good faith discussions within fourteen (14) days of written notice of the dispute.

21.2 If the dispute is not resolved within that period, either party may refer the dispute to mediation.

21.3 Mediation shall be conducted in New South Wales, Australia, either in person or by electronic means, and facilitated by an independent mediator agreed by the parties or, failing agreement within seven (7) days, appointed by a recognised mediation service such as the Australian Disputes Centre or its successor.

21.4 Each party shall bear its own costs of mediation, with mediator fees shared equally unless otherwise agreed.

21.5 Mediation is a condition precedent to the commencement of court proceedings, except where urgent relief is sought.

21.6 If mediation does not resolve the dispute within thirty (30) days of referral, or such longer period as agreed by the parties, either party may commence legal proceedings.

21.7 Nothing in this clause prevents either party from seeking urgent injunctive or interlocutory relief where reasonably necessary to protect intellectual property, confidentiality, client safety, or brand reputation.

21.8 Commencing dispute resolution or mediation does not waive any right or remedy available under this Agreement, and the parties must continue to perform their obligations under this Agreement to the extent reasonably practicable during the dispute.

22 Acceptance of Terms

22.1 By signing this Agreement, submitting an account application, accepting these Terms electronically, or placing an order with Vital Plus, the Business acknowledges and agrees to be legally bound by these Terms and Conditions of Trade.

22.2 The signatory represents and warrants that they are duly authorised to enter into this Agreement on behalf of the Business and to bind the Business to its obligations.

22.3 This Agreement may be executed electronically and in counterparts, each of which shall be deemed an original and together constitute one binding agreement

Execution & Signature

The undersigned confirms that the details provided below are accurate and that the signatory is authorised to enter into and bind the Business to this Agreement.

Business Legal Name (as registered with ABN/ACN):

ABN / ACN: _____

Trading Name (if different): _____

Business Address: _____

Authorised Representative Name: _____

Position: _____

Email: _____

Phone: _____

Signature: _____

Date: _____

Vital Plus Pty Ltd

Authorised Representative: _____

Position: _____

Signature: _____

Date: _____

This Agreement may be executed electronically and in counterparts, each of which shall be deemed an original and together constitute one binding agreement

