

# DISTRIBUTOR AGREEMENT

**ENAGIC SINGAPORE PTE LTD**, a private limited company incorporated in Singapore with its office at 111, North Bridge Road #25-04, Peninsula Plaza Singapore 179098 (hereinafter “**Enagic**”) hereby accepts the application of the person named below as a distributor of its products on the terms and conditions contained in this Agreement.

## Distributor

Name:

NRIC No.:

Address:

Contact details:

Email address:

The Distributor represents and warrants that he/she is of legal age, which is eighteen (18) in Singapore, and that all information provided to Enagic are complete and accurate.

Upon the signing of this Agreement, the Distributor will have the right to distribute the Enagic products identified in Schedule A (the “Enagic Products”) within Singapore (the “Territory”), and to enjoy the benefits of being a Distributor on the terms and conditions attached hereto.

For and on behalf of

**Enagic Singapore Pte Ltd**

Signed by:

**Distributor**

\_\_\_\_\_  
Name:

Designation:

Company stamp:

Date:

\_\_\_\_\_  
Date:

## **Terms and Conditions of Distributorship**

### **Clause 1: Appointment as Distributor**

- (1) Subject to the terms and conditions of this Agreement, Enagic hereby appoints the Distributor as its non-exclusive distributor for the purposes of distribution and sales activities to be undertaken in respect of the Enagic products in the Territory for the duration of the Agreement unless earlier terminated in accordance with this Agreement.

### **Clause 2: Duties, Rights and Obligations of the Distributor**

- (1) The Distributor agrees to comply with all the terms contained herein; as well as the Enagic Policies and Procedures and the Marketing Plan (collectively the “**Company Policies**”) which are contained in the official Enagic literature and manuals. The Distributor acknowledges receipt of a copy of the Company Policies and the Enagic literature and manuals (collectively the “**Product Manuals**”) upon the signing of this Agreement.
- (2) The Distributor agrees that the Company Policies and the Product Manuals are incorporated by references into this Agreement, and that they also may be amended by Enagic from time to time at its sole discretion. Any such amendments will be published in the Enagic literature and made available to the Distributor, and such amendments will become effective upon publication .
- (3) Upon the signing of this Agreement, the Distributor shall purchase an item from the LeveLuk series of Enagic Products to serve as a demonstration item. For the avoidance of doubt, purchase of this product is not prerequisite condition for the grant of distributorship.
- (4) This agreement is not intended and shall not be construed to create a relationship of employer-employee, agency, partnership, franchisee or joint venture between the Distributor and any other distributor, sponsor, enroller or Enagic. The Distributor acknowledges and undertakes not to make any warranty or representation or incur any obligation on behalf of Enagic unless otherwise authorised or stated in the Enagic literature.
- (5) The Distributor will not use the Enagic trade name, logo, copyrighted material, trademarks, or service marks, except expressly as provided by Enagic. The Distributor further acknowledges that unauthorised use or duplication of Enagic’s trademarks, service marks or copyrighted material (including but not limited to trademarks, service marks or copyright material marketed by Enagic) is an infringement of Enagic’s intellectual property rights and Enagic will be entitled to pursue any and all courses of legal action at its sole and absolute discretion.
- (6) The Distributor agrees not to repackage or re-label Enagic products or services or to sell said products or services under any other name or label. The Distributor further agrees to refrain from producing, selling, and using, for

the purpose of advertising, any written, recorded, or other materials which have not been expressly approved by Enagic or provided for in the Enagic literature.

- (7) The Distributor agrees that because of the personal nature of this Agreement may not be transferred or otherwise assigned except as provided for in the Company Policies.
- (8) The Distributor declares that Enagic has advised and the Distributor fully understands:
  - A. The Distributor's responsibility and bearing of being a Distributor of Enagic;
  - B. The content and information of the benefits to be received by the Distributor from his promotion and sale of Enagic products;
  - C. The content of benefits that the Distributor can receive from the performance of the third party participant(s) in relation to the Agreement;
  - D. The categories, prices, characteristics, quality and purpose of use of such product; terms and conditions and scope of product warranty; and
  - E. That there are conditions which the Distributor undertakes to comply with upon termination of this Agreement.
- (9) The Distributor agrees to comply by all the terms and conditions of this Agreement. The Distributor understands that a violation any terms of this contract will lead to disciplinary action or termination of the contract at the ultimate discretion of Enagic.
- (10) The Distributor understands that all relevant personal information that is provided by the Distributor to Enagic will be treated as confidential under the relevant Company Policies. The Distributor further agrees and understands that he has to provide Enagic with his latest personal information from time to time upon his appointment as Distributor and to remain contactable by Enagic. The Distributor agrees and authorises Enagic to lawfully procure and use his relevant personal information for the following non-exhaustive purposes:
  - A. Processing of the distributorship application: and
  - B. Supporting distributorship business by way of formulating and executing business policy and strategies.

Further, the Distributor agrees that he authorises Enagic to lawfully distribute and disclose his personal

information to all members of Enagic including but not limited to, Enagic employees, Directors, Executives and responsible officers as well as other Enagic distributors for the purpose of the distributorship business. The Distributor also further authorises Enagic to distribute and disclose all relevant personal information to departments, regulatory authorities and all relevant organisations, entities and affiliates of the Singapore Government as and when the need arises. The Distributor also understands that subject to Enagic's sole and absolute approval, he may inspect, verify or correct any and all relevant personal information that the Distributor has supplied to Enagic.

(12) The Distributor consents to his allocation into Enagic's Marketing Plan at Enagic's sole and entire discretion.

**Clause 3: Order and Purchase of Enagic Products**

- (1) Enagic has the exclusive right to distribute Enagic products in Singapore.
- (2) The Distributor may submit orders from time to time to Enagic for such quantity of the Enagic Products as the Distributor deems fit for sale to other distributor or retail customers. The Distributor agrees to only order Enagic products through Enagic.
- (3) The Distributor agrees he will fill in all product and sales aids order form as may be required by Enagic. Enagic shall notify the Distributor once the order has been accepted and the estimated date of delivery.
- (5) Enagic has the right to review and vary wholesale prices of products and the new prices will become effective upon publication.
- (6) The statements and explanations of Enagic products made by the Distributor shall be confined to those contained in publications issued or circulated by Enagic.
- (7) The Distributor undertakes not to make claims in relation to the medical benefits of any Enagic products at any time and agrees that he understands that Enagic products have not been professionally reviewed, accredited and/or certified by any professional medical organisation and/or body of any jurisdiction to have any professional medical benefits.

**Clause 4: General Commercial Standards**

- (1) The Distributor will not make any misleading, unfair, inaccurate or libellous statement regarding Enagic or any other persons including but not limited to associates of Enagic and competitors, their products, or businesses.

**Clause 5:**                    **Amendment(s)**(1) Enagic reserves the right to amend the terms of this Agreement from time to time. If the Distributor purchases Enagic products after the effective date of a new clause, the Distributor shall be deemed to have accepted the new clause.

**Clause 6:**                    **Waiver**(1)            Failure by Enagic to take action against any Distributor for breach of the Agreement shall not be a waiver of its right of action in the future.

**Clause 7:**                    **Entire Agreement**(1)        This Agreement, subject to the Company Policies, constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

**Clause 8:**                    **Severability**

(1) If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Clause 9:**                    **Applicable Law**

(1) This Agreement shall be governed by the laws of Singapore

**Clause 10:**                **Notice**

(1) Any notice and communication required or permitted under this Agreement shall be in writing and served either by hand or by Registered Post only.

**Clause 11:**                **Succession and Assignment**(1)        Subject to the approval of Enagic, this Agreement shall be legally binding on all successors and assignees of Enagic and the Distributor.

**Clause 12:**                **Replacement, Return and Refund Policy and Process**(1)        Defective Products.

Enagic will replace or accept the return of any product from the Distributor if the product(s) in question is/are of substandard quality and/or defective. The Distributor must return the product together with the form provided by Enagic for such returns. The Distributor must clearly state the reason for the return or request for replacement of the product.

- (2) Return Policy Without prejudice to sub-clause (1) above, the Distributor shall be entitled to return Enagic Product purchased within 60 days of delivery. Provided that returned items must be in a new and unused condition and must still be in the original packaging. All warranty cards, manuals and accessories must also be attached to the product(s) in question. The Distributor will be responsible for the return shipping charge and agrees that the shipping charge(s) is/are not refundable.
- (3) The Distributor agrees that new and unused means that there are no scratches, marks or blemishes on the item, lost or stolen parts, damage due to personal use, misuse or negligence. Enagic reserves the right to inspect the products that a Distributor wishes to return and also the right to refuse any request for return of any product(s) which is/are not in compliance with this clause.
- (4) In the event that any product is returned pursuant to sub-clause (2) above, Enagic reserves the right to recoup any commission and/or bonuses paid to the Distributor in respect of the sale the said product, whether by the Distributor or any of the Distributor's sponsored distributors.

**Clause 13: Termination**(1) Either Party may terminate this Agreement by giving no less than thirty (30) days written notice to the other Party.

(2) Enagic may terminate this Agreement forthwith by written notice in the event that any of the following occurs:

- A. the Distributor commits a breach of this Agreement and fails to remedy such breach within the period reasonably stipulated by Enagic; or
- B. the Distributor commits a breach of this Agreement which is material and incapable of being remedied; or
- C. the Distributor is made a bankrupt; or
- D. the Distributor commits any criminal or civil acts which may be prejudicial to the image or reputation of Enagic and/or the Enagic Products, whether or not committed in the course of performing this Agreement, including without limitation any theft, fraudulent or dishonest activity or defamation

(3) In the event of the termination of this Agreement for any reason whatsoever, the Distributor shall:

- A. immediately cease to represent himself as an Enagic authorised distributor and to cease all sale of the Enagic Products;

- B. promptly return to Enagic copies of all confidential information, all advertising, publicity, promotional, sales or other materials relating to the Enagic Products; and
- C. Enagic shall have the right to cancel all unfulfilled orders previously placed by the Distributor and accepted by Enagic.
- (4) The Distributor shall be entitled to return any unsold Enagic Products within his possession subject to the terms of the return policy set out in this Agreement. Termination shall be without prejudice to any accrued rights or obligations of the Parties
- (5) The Distributor is barred from concluding another Agreement with Enagic within six (6) months after the termination of this Agreement.



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