

## **Scents-Sations, Inc. Terms & Conditions** **for Canada Qualified Vendor**

1. I am of legal age in the Province of my residency. I agree that I am an independent contractor, responsible for determining my own business activities and not an agent, employee or legal representative of *Scents-Sations, Inc.* hereinafter referred to as "Company". I will not represent in any manner that I am an agent or representative of the Company.
2. This position does not constitute the sale of a franchise and no fees have been or will be required of me.
3. By submitting any information such as an e-mail address or mailing address, I agree to be on Company's mailing list, unless I notify Company otherwise.
4. In order to maintain a viable Marketing Program and to comply with changes in Federal, Provincial and local laws or economic conditions, Company may provide Policies and Procedures for the Vendor from time to time. Such Policies and Procedures modifications, and all changes thereto shall be made at the sole discretion of the company and posted on the company website..
5. I understand that no attorney or any other regulatory authority ever reviews, endorses or approves any product, or company, and I will make no such claims to others
6. Company shall deem this agreement in effect upon its receipt and acceptance, at the home office in Wilkes-Barre, Pennsylvania.
7. I will not use Company name, or the trade names, logos, photography, copyrighted material, trademarks or service marks of Company, except in materials provided by Company or approved in writing by Company prior to their use by me. I understand that unauthorized use or duplication of trademarks or copyrighted materials is a violation of federal and possibly international law. Any advertising must first be reviewed by Company. It is against company policy to retail Scents-Sations products on any online website.
8. Payment terms on Vendor purchases are cash, debit, or credit card (prepaid or credit)... debit cards are also accepted as long as they are backed by Visa or Mastercard. Vendor understands that the Company is allowing the use of debit cards as a courtesy and acknowledges that the Company does not assume responsibility for any overdrafts or for any other additional charges incurred by any vendor.
9. I will not make false or misleading statements about the Company, their Vendors or products and services.
10. This agreement is governed under laws of the state Pennsylvania. The parties agree that any claim, dispute or other difference between them shall be exclusively resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association with arbitration to occur in Wilkes Barre, Pennsylvania.
11. Vendors may return literature and products in resalable condition at any time within thirty (30)

days of purchase less a 15% restocking fee. Any package that is refused by a Vendor will incur a 30% restocking fee. Shipping costs of returned items shall be borne by Vendor. Payment will be made within thirty (30) days of actual receipt of returned items. Deposits refundable upon written request within sixty (60) days of termination of Vendor. Request for refund may cancel this agreement at the option of Company. Defective product(s) may be returned for 100% refund with shipping costs borne by Company. All product returns must have a Return Authorization Number (received by calling customer service prior to shipping defective product(s)). Company will NOT refund or replace any product that is returned for any other reason other than a defective product.

I will not contact or solicit a supplier of Company products, and acknowledge that this will result in automatic termination of vendor contract.