



# Flantech Australia Pty Ltd

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Neutral Bay NSW 2089

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Email sales@flantechaustralia.com

For office use only

Member ID

Date

## Distributor Application and Agreement

### 1. Distributor Information

Family Name

First Name/s

Company Name\*

ABN No.\*

Mailing Address

State

Postcode

Telephone BH

Telephone AH

Mobile

Fax

### 2. Co-applicant Information

Family Name

First Name/s

Company Name\*

ABN No.\*

Mailing Address

State

Postcode

Telephone BH

Telephone AH

Mobile

Fax

### 3. Ship-to Information *If different from mail address*

Family Name

First Name/s

Shipping Address

State

### 4. Your Sponsor

Flantech Distributor ID No.

Name

### 5. Do you wish to apply for AMO/AutoDeduct?<sup>†</sup>

Yes

No

*†Refer to AMO Application form*

AMO distributors enjoy a 10% discount on all personal orders.

### 6. Distributor Registration Options

Choose any ONE of the following four registration options.

*Each price includes registration fee, distributor kit, shipping and GST.*

*Each optional Value Pack carries 100 CV in products.*

**Item 2500: Registration and Distributor Kit** \$53.90

**Item 2566: Introductory Sign-up Pack #1** \$219.45  
Mega-H 60, Crystal Energy 120 mL, BioGenesis 150g

**Item 2577: Introductory Sign-up Pack #2** \$224.95  
Mega-H 120, Crystal Energy 120 mL

**Item 2588: Introductory Sign-up Pack #3** \$208.45  
Mega-H 60, MSM w/Microclusters, BioGenesis 150g

Distributor kit includes sales aids (CDs, brochures), three (3) copies of the Compensation Plan booklet and digital copy of the **Member Guide**.  
Registration fee includes administrative support, Internet-based personal reporting system and a personalised web site at [www.flantech.info](http://www.flantech.info)

### 7. Method of Payment *(tick one)*

Visa

MasterCard

Bankcard

American Express

Diners Club

Cheque

Money Order

Cash *(Do not send cash through the mail)*

Card No.

Expiry Date

Card Holder Name

Billing Address *(if different from ship-to address)*

Card Holder Signature

Date

### 8. Declaration

I have read and accept the terms and conditions of Flantech Distributor Membership and the Policies and Procedures and agree to adhere to them in the conduct of my Flantech business. I understand that I may terminate my membership at any time in writing to the company's registered office.

Signature

Date

### Office Use Only

Cheque/Money Order No.

Bank details

Payment ID No.

Order No.

Authorization No.

Date

\* If applicable

Form FAU-1001 Version 1.4 Issued 20 September 2005

# Flantech Membership Terms and Conditions

AGREEMENT between the Applicant set out on the front of this document (hereafter called APPLICANT) and FLANTECH AUSTRALIA PTY LTD A.B.N. 50 050 237 351 (hereafter called COMPANY) effective under the terms and conditions below and from the date of application on the front of this document:

1. APPLICANT applies for authorisation as a member in COMPANY's independent Distributor program and certifies that Applicant is of legal age in the state or country in which Applicant resides.  

For a period of thirty (30) days from the mailing of the Application, or until such time as COMPANY notifies APPLICANT of this Application's acceptance or rejection, APPLICANT is provisionally authorised as a Distributor and granted the rights to sell COMPANY products. COMPANY reserves the right to accept or reject any application for any reason.
2. Upon acceptance as a Distributor by COMPANY, APPLICANT is authorised as a Distributor for a period of twelve (12) months. There is an annual renewal fee payable (see Section 5). If APPLICANT does not order product from COMPANY for a period of three (3) consecutive months, he/she will be automatically removed from Active status and must re-apply if he/she wishes to rejoin COMPANY.
3. APPLICANT has read, understands, and agrees to be bound by the terms of this Agreement which includes all rules, policies, procedures and compensation programs of COMPANY as set forth in official COMPANY literature, which are hereby incorporated and made part of this Agreement, in their current form and as they may be amended through COMPANY's official amendment process.
4. APPLICANT is an independent contractor under the terms of this Agreement, and not an agent, employee or legal representative of its sponsor or COMPANY, and will in no way represent him or herself as such. APPLICANT will not be treated or considered as an employee.
5. Applicant will not produce, promote, or use materials of any kind describing COMPANY's names, programs, products, and trademarked, copyrighted or otherwise protected materials if such materials are not obtained from or approved of in writing by COMPANY.
6. APPLICANT will explain COMPANY's programs honestly and completely when presenting them to others.  

APPLICANT understands and will make clear in any presentation that no amount of earnings is guaranteed by COMPANY or its programs; no Distributor will earn money solely for sponsoring; no specific amount of product must be purchased at any level; there are no exclusive territories for Distributor in the program, and

APPLICANT certifies that none of the preceding claims or representations have been made to APPLICANT. Neither the execution nor acceptance of this Agreement constitutes the sale of a security or a franchise.
7. APPLICANT is responsible for all of its own income, sales, any taxes, licenses, and fees of any kind.
8. APPLICANT must offer all of its retail customers a full money-back guarantee of all products. As a Distributor APPLICANT has the responsibility to refund the purchase price of any product that fails to fully satisfy any of your own

retail customers within 30 days of purchase. If this happens the COMPANY will promptly replace any products returned to APPLICANT upon receipt by COMPANY of the completed Consumer Product Return Form and the returned product.

9. Any sale or assignment of this Distributor Agreement must be approved of in writing by COMPANY. Successors in interest of assign must comply with all program requirements.
10. The signatory/signatories on this Agreement agree(s) that he/she/they is/are authorised to bind APPLICANT.
11. Venue and jurisdiction for any action pertaining to this Agreement of any dispute or claim between the parties hereto shall be in the State of New South Wales, Australia.  

APPLICANT understands and agrees that except as set forth in the Policies and Procedures, all claims and disputes relating to this Agreement, the rights and obligations of the parties or any other claims or causes of actions relating to the performance of either party under this Agreement and/or Applicant's purchase of products shall be settled totally and finally by arbitration in the City of Sydney, State of New South Wales, in accordance with the Federal Arbitration Act.
12. Any and all costs, including Solicitor's fees, incurred by COMPANY as a result of any violation of this Agreement or any other dispute between the parties hereto shall be borne by APPLICANT. In the event that this Agreement at any time, for any reason, is determined to be voided or superseded, the provisions of this paragraph shall survive.
13. The APPLICANT shall be entitled to cancel participation in the Distributor program at any time and for any reason upon notice to the COMPANY. Upon notification of cancellation or termination, the COMPANY will re-purchase inventory in accordance with its policies as stated in the COMPANY's Policies and Procedures.
14. The COMPANY reserves the right to terminate any Distributorship for cause, as outlined in the Policies and Procedures.
15. No product purchase or product investment is necessary to become a Distributor.
16. This Agreement constitutes the entire agreement between the APPLICANT and the COMPANY and no other additional promises, representations, guarantees or agreements of any kind shall be valid unless in writing.  

APPLICANT agrees to indemnify and hold the COMPANY harmless against any claim, costs, damages, losses, liabilities and expenses (including legal fees) arising from or connected with, directly, any breach of this Agreement, the Policies and Procedures or other conduct by APPLICANT, APPLICANT's agent or employee.

By returning a signed Application and Agreement form to the COMPANY, APPLICANT indicates that it has read, understood and willingly accepts these terms and conditions.