



NUEZ DE LA INDIA (PTY) LTD

REG: 2017/118735/07

Contact: Shiki – 076 283 1262 (Director / Main Supplier Africa / Asia)

Email: shiki@nuezdelaindia.co.za

Website: www.nuezdelaindia.co.za

Distributor Terms and Conditions

Thank you for your interest in becoming a Distributor of Nuez de la India. You have made a great choice on becoming a part of this Fast Growing Team. Nuez de la India was introduced to the African continent in 2005 and our new website was published in 2007 and since then we have sold this amazing product to thousands of people across the world. Nuez de la India is a product that has changed many people's lives and also given many people a second chance in life.

As a distributor it is important to understand the following terms and conditions:

- **PRODUCT KNOWLEDGE:**

It is of utmost importance that as a distributor you have sufficient product knowledge of Nuez de la India. This MUST be done by visiting our website www.nuezdelaindia.co.za and reading every page until ALL the points are clearly understood ensuring that you have the knowledge to answer any questions that your clients may have. However, should you have a difficult client and need any assistance, you may contact Shiki (Director / Main Supplier) via email: shiki@nuezdelaindia.co.za and he will gladly assist you. Also, knowing the website well and understanding the navigation of the website is of utmost importance as a distributor.

- **PROVIDING YOUR DETAILS AS A DISTRIBUTOR FOR US TO CREATE A PROFILE FOR YOU:**

The following information must be supplied by you via email to sales@nuezdelaindia.co.za with the Subject "NEW DISTRIBUTOR INFORMATION"

- Your name and surname
- Your Contact number
- Your email address
- BBM Pin (If Applicable)
- Whatsapp Number (If Applicable)
- Which area do you want to be listed as a distributor for on the website
- Contact Details of a close friend, family member or relative. (Full Name and Surname, contact number, email address and physical address is needed.
- Your physical address with correct area code for the courier of your stock. Also, ensure that you supply us

Note that it is also solely your responsibility to inform us of any changes to your details should the need arise for us to update the website and our systems.

- **SELLING OUR “GRADE A” BRANDED PRODUCT:**

Nuez de la India (Africa/ Asia) sells the product in accordance to the CPA of South Africa and our product is fully branded. Our product is a Registered Trademarked brand and the Product can only be sold in our Branded Containers with our Approved Copyright Material which is accompanied with the Product. You understand and agree that you will only sell our product in its Approved Packaging. Our product is the “GRADE A SEED” that we have ownership rights to as the “Grade A” product is only grown in a certain part of the world and we have an agreement with the Supplier/Business Partner. Note that we comply with the Health and Safety Laws where none of our Distributors are allowed to open any of the Containers of our product or open the sealed packets which the seeds are in as this is against our Sanitary Agreements in place with the Dept. of Health. The product has to be sold in 6 seed packs and 12 seed packs as we provide them to our distributors. NOTE: the shelf life of this product is 3 months from the time we supply you. We regularly import Fresh stock ensuring that the Quality of our product is never compromised.

It is important to note that there are other lower grade seeds that are available in the market that are from the same family of Plants and may look alike, however are definitely not the same seed or Grade as our product. These seeds were found to have produced short term results but could be dangerous when consumed. You understand and agree that you will not promote any other seed other than the Nuez de la India Brand which is supplied by Shiki (Director / Main Supplier for Africa and Asia) only. Note, any persons found guilty of selling any other Brand, Fake Seeds or Lower Grades seeds will be dealt with accordingly and legal action may be taken as we do not associate ourselves with any other Brands, Fake or Lower Grade product suppliers.

- **USAGE OF BRANDED MARKETING MATERIAL:**

As Nuez de la India is a Registered Trade Marked Product, you understand that you may only make use of Branded Marketing Material that is supplied by us only. We do have the following available for sale:

- A6 Flyers (100 per pack). These are generic on which you may write your details on them and distribute.
- Car Magnets – Custom designed with your details on them (comes in Pairs).
- Pull Up Banners – Generic Pull up Banners which can be purchased and used for any promotions that you may have.

NOTE – You are not allowed to make photo copies of any of our Branded Material or have them printed out at any printing companies as we have agreements in place with our Approved Designers and Printers.

- **EXTERNAL MARKETING AND MEDIA MARKETING:**

You understand that you are not allowed to advertise Nuez de la India on Television, Newspapers or Magazines without consulting with us first. All requests for such advertisements must be sent to Shiki via email: shiki@nuezdelaIndia.co.za and he will let you know if approved or not. Also, should he decide to go ahead with the advert, he will supply you with the Layout Design etc. of the Advert which will be done by our Designers. NO EXTERNAL DESIGNERS OR PRINTERS will be allowed to work on any of our adverts or marketing material.

ALL SOCIAL MEDIA ADVERTS ARE ALLOWED – We advise you to advertise and sell the product to ALL your contacts (within your circle of influence) first and start growing your network with referrals that they provide to you.

ALL ADVERTS MUST STIPULATE OUR WEBSITE WWW.NUEZDELAINDIA.CO.ZA ON IT.

- **MONTHLY EXPECTATIONS:**

As all businesses rely on Sales to survive, we also are the same. Nuez de la India is a great product to sell and you will find that once a person purchases the product and they start seeing the results, they will definitely purchase more and they will refer people to you. It is therefore important for you as a distributor to consistently build GREAT relationships with your clients as this promotes “GREAT CUSTOMER SERVICE” and it will help you grow your market. It is solely your responsibility as a distributor to be consistently promoting and selling Nuez de la India and achieving a personal sales expectation. THE MORE YOU SELL, THE MORE MONEY YOU MAKE.

As a distributor, you are expected to make a MONTHLY (EVERY CALENDER MONTH) purchase from us as per our distributor’s price list, failing to which, we may terminate your services with us. Termination will however depend on the quantities you purchase from us at a time.

Should you decide to have a special offer for your clients by dropping your profit margin to boost your sales for a certain period of time, you are required to advise us in writing by sending an email to shiki@nuezdelaIndia.co.za letting him know the DATES and the PRICES of your Special offer and he will either approve or advise otherwise. You agree and understand that NO SPECIAL OFFERS may be offered without receiving a written approval from him first.

- **RESIGNATIONS OR TERMINATION OF SERVICES WITH SPECIAL CONDITIONS:**

Should you decide not to continue being a distributor for Nuez de la India, you can terminate your services offered to us in writing via email to shiki@nuezdelaIndia.co.za

Should we decide to terminate your services as stipulated in the point above of this document, we will do so in writing via email to your email address you provide us with.

You agree that should you decide to terminate your services with us or if we decide to terminate your services due to under performance, the following clauses apply:

- You or any member of your immediate family may not sell this product for five years from date of your termination.
- You or any member of your immediate family may not sell any other Brand of Seeds or Lower Grade Seeds available in the market for five years from date of termination.
- All your clients that were sold our Branded product will then be directed to us for all future sales and service. Clients of Nuez de la India may not be referred to any other Brand Seeds, Fake or Lower Grade Seeds available in the market.

- **PURCHASING OF STOCK AND EXPECTATIONS:**

As a distributor you understand and agree that it is of utmost importance that when a client contacts you to make a purchase, you always have stock readily available for resale as this does affect the perception of "GREAT SERVICE" to our Prospective Clients. As a distributor, you need to ensure that you always place your orders in advance ensuring that you are NEVER out of stock.

Stock can be purchased directly from us by sending your proof of payment to sales@nuezdelaIndia.co.za and your goods will be sent to you via a courier service and you will receive a tracking number which you can use to track your parcel with the courier service.

Note – Below are our working hours:

Mondays – Fridays between 9am and 4pm (Closed over weekends and Public Holidays). Any orders or payments received after hours or over a public holiday or over a weekend, will only be actioned on the next working day.

- **COST OF STOCK AND RESALE VALUES:**

Minimum amount of Stock that may be purchased as a distributor is either 5 x 1 month packs or 5 x 52 day packs. As a distributor, you will receive stock at a reduced rate as per our distributor price list (subject to Annual review) and you are required to sell at our price listed on our website. Courier charges for goods sent to you are also stipulated on our distributor price list. Courier charges vary depending on which area we need to send your order to as well the quantity ordered. We will advise you on how much your courier charges are as you are in an area which our contracted couriers do not service. Payments must be done via our options stipulated below only.

- **SHIPPING / COURIER:**

All our prices offered to our distributors, INCLUDES courier or shipping charges to anywhere in South Africa. A Shipping Charge to other Countries will apply. Should we send your goods to you via a courier service, please note that local couriers take between 3- 5 working days for your goods to reach you depending on where you are from and international shipping takes between 10-15 working days depending on where we need to send the goods to. Note- The cost of Shipping will be much more for any goods sent out of South Africa. We have agreements with Local Couriers in place hence we do not allow for any of our distributors to get any of their own couriers to contact us for collection/s. This will only be allowed for the collection of International Shipments.

- **PAYMENT OPTION AVAILABLE TO DISTRIBUTORS:**

We only allow Electronic Fund Transfers (EFT) payments into our Bank Account from our distributors. Our banking details will be shared with you once you have been successfully signed up and accepted as a distributor.

NOTE – Goods are only packaged and booked for collection with our Couriers once payment is received in full.

- **SUB DISTRIBUTORS:**

Nuez de la India does not allow a Distributor to have Sub Distributors under them, meaning having people listed on our website and sell under them as our business model and IT Platforms does not permit us to do so. Note that any person/s wishing to sell our product must register directly with Shiki (Director / Main supplier – Africa / Asia) and once approved, the person will then be listed on our website as a distributor.

Should you receive any enquires from clients that wish to become distributors of Nuez de la India, you will need to refer them to Shiki as mentioned above.

Acknowledgement of the above terms and conditions:

I, _____, ID Number: _____ hereby agree to comply to the above terms and conditions of becoming a Distributor of Nuez de la India (Africa/ Asia).

Signature:

Date:

Please initial every page and sign the terms and conditions and then have the original signed documents sent with a certified copy of your Identity document to us and you will then be loaded on the website

www.nuezdelaIndia.co.za as a Distributor.