

Norwex Terms and Conditions

I agree:

1. That to qualify as an independent Sales Consultant, I must purchase either the Basic Starter Kit or the Business Starter Kit and sustain a minimum of \$250.00 in personal sales over a six month period to remain active.
2. That during the term of this contract, and without limitation, I will:
 - a. faithfully and diligently perform the Services, in compliance with the MANUAL and all reasonable instructions and directions given by NORWEX, and in a proper, reasonable, thorough, lawful, competent, professional and timely manner;
 - b. use my best efforts to promote the interests, goodwill and business of NORWEX, and I will observe and comply with any applicable laws, rules, regulations, and any applicable professional standards and codes of conduct;
 - c. observe and comply with any guidelines, policy or practice circulated by NORWEX from time to time, and I will not infringe the intellectual property or other rights of any entity in performing the Services or creating any works or materials as part of the Services;
 - d. make myself available to NORWEX so as to be able to properly provide the Services, in the manner required and/or expected by NORWEX, and I will not be involved in any other work or activity that may materially or adversely detract from the proper performance of the Services under this contract; and
 - e. always act within the scope of the authority expressly granted to me by NORWEX.
3. That training and development is essential to the operation of my business, and to properly represent NORWEX, the products, and myself, I agree, as an independent consultant, to participate in training as required by NORWEX from time to time.
4. Except as authorised by NORWEX, not to act in a way which will incur any liabilities on behalf of NORWEX nor to pledge credit in NORWEX's name or on its behalf.
5. To act in accordance with sound commercial principles in my relations with customers and potential customers and to do nothing which NORWEX considers could be prejudicial to its goodwill or commercial interests or which may adversely affect NORWEX or its business operations.
6. To be liable for and to indemnify and keep indemnified NORWEX and its employees and agents from and against any liabilities, claims, demands, losses or expenses whatsoever arising directly or indirectly out of my provision of the Services which are caused or contributed to by my gross negligence, any willful act done by me (including misrepresentations), any breach by me of this contract or as a result of my breaching any law of Australia.
7. That, except with NORWEX's prior written consent, I will not, in Australia, during the term of this contract and for a period of three months following the termination or expiry of this contract, be involved either directly or indirectly with:
 - a. the development, manufacture or sales of any products; or
 - b. the production of promotional or advertising material in relation to any products sold or to be sold, if those products compete with NORWEX's products.
8. Upon receiving an order for NORWEX's products I will submit the order to NORWEX along with full and complete details of the amount of money payable by the customer for the order. I agree that I will collect all money that is due and payable by the customer and NORWEX and I agree that, provided I meet all criteria outlined in this contract and in the MANUAL, that from that money I may deduct and keep 35% of the total as my commission.
9. That within 28 days of receiving an order from me, NORWEX will issue me with a receipt created tax invoice for my 35% commission,
10. That each order (and accompanying documentation as set out in clause 8) submitted by me to NORWEX must be correct. If my orders (or accompanying documentation) are incorrect I hereby authorise NORWEX to credit or debit my billing account as necessary.
11. That if any dispute arises in relation to any commission payable to me by NORWEX or any amount payable by me to NORWEX, then that dispute will be referred to NORWEX's auditors for settlement and their certificate shall be final and binding on both parties.
12. That I cannot issue tax invoices to NORWEX in respect of any supply by me under this contract and I warrant that I have registered for an ABN number.
13. That this contract does not create a relationship between NORWEX and myself of employer and employee, principal and agent, partnership or joint ventures. I acknowledge that I will not receive from NORWEX any payments or benefits which NORWEX employees receive, or may be entitled to receive, including (without limitation), sick, annual, parental or long service leave, workers compensation coverage, or superannuation contributions. I also agree, as an independent contractor, to maintain all necessary records of sales and expenses, to file all income and withholding tax documents, to remit all source deductions required by law and conduct my business in strict compliance with all Federal, State, and local laws, including obtaining any necessary licenses.
14. To not make any false or misleading statements concerning NORWEX or its products, and I understand that if I do, without limiting any other rights or remedies of NORWEX, my contract with NORWEX may, at NORWEX'S discretion, be immediately terminated.
15. That I will not participate in, nor knowingly allow others to participate in, any scheme or device to deprive NORWEX of its rightful income or cause NORWEX to payout any moneys, gifts, product or any other form of compensation or incentive that has not been earned in compliance with the MANUAL. I acknowledge that NORWEX does not permit any sub-contracting for the purpose of selling, or third party sales.
16. That I am only permitted to use the intellectual property of NORWEX (including, without limitation, any trade mark or copyright owned by or licensed to NORWEX) ("NORWEX's Intellectual Property"):
 - a. for the purposes of performing the Services;
 - b. during the term of this contract; and
 - c. only as so far as I am authorised to use NORWEX's Intellectual Property under this contract or in the MANUAL.
17. That other than as set out in this contract or in the MANUAL, I have no right to use or to allow others to use NORWEX's Intellectual Property. I further agree that:
 - a. I will not seek to register any intellectual property on behalf of NORWEX without NORWEX's express consent;
18. That, in performing the Services, I will only use those materials authorised by NORWEX. I further agree that:
 - a. I will treat the MANUAL, all training, recruiting and corporate communication materials and forms and any other information which is designated or treated as confidential by NORWEX or which would reasonably be regarded as confidential ("the Information") in a confidential manner and will not show or give the Information to any other person (including any competitor of NORWEX) or reproduce the Information in any manner whatsoever during or subsequent to the term of this contract without the express prior written authorisation of NORWEX;
 - b. I will use the Information solely in connection with performing the Services;
 - c. upon expiry or termination of this contract for whatever reason, I will immediately return to NORWEX all copies of the Information in my possession or control;
 - d. these obligations of confidentiality will not apply to information that is or becomes publicly known (other than as a result of a breach of these confidentiality obligations by me), was lawfully in my possession prior to receipt from NORWEX, or was lawfully received by me independently from a third party free to disclose such information to me; and
 - e. these obligations of confidentiality will continue in full force and effect after the termination or expiry of this contract.
19. That all expenses incurred and risks arising out of the performance of this contract by me will be my sole responsibility.
20. That I will not create any media, develop any materials or place any advertisements of any kind (including for use in training, soliciting, or attracting customers and/or representatives) that uses NORWEX's name, logo or any other part of NORWEX's Intellectual Property or which makes specific references to any of NORWEX's products or services without prior written consent from NORWEX. I acknowledge that reproduction in part or whole by any method, including photocopies or duplication or videotape, of any of NORWEX's Intellectual Property is prohibited and may, at NORWEX's discretion and without limiting any other rights or remedies of NORWEX, result in immediate termination of my contract.
21. That this contract will commence on its date of execution and will continue until terminated by either NORWEX or myself in accordance with the termination provisions set out in this contract. I acknowledge that, without limitation, NORWEX may, at any time and for any reason terminate this contract by giving me 7 days notice. This shall not limit or prejudice NORWEX's rights under this contract or otherwise, including NORWEX's right to terminate this contract immediately following gross misconduct by me, or serious breach of this contract by me. I may terminate this contract by giving NORWEX 7 days notice.
22. On the termination, cessation or otherwise of this contract, or otherwise as demanded or requested by NORWEX, I must immediately deliver to or as directed by NORWEX all Information or other property, materials or data of or belonging to NORWEX, and anything created or produced by me in performing the Services or that relates to the business, affairs, clients, staff or otherwise of NORWEX.
23. On termination, cessation or otherwise of this contract, I will also cease representing that I am a contractor to or otherwise associated with NORWEX and I agree that I will not, at any time (whether during the term of this contract or after the termination or cessation of this contract), directly or indirectly, in any capacity or by any other means disparage, or make disparaging comments about, or bring into dispute, NORWEX, its staff or clients.
24. That NORWEX has the right to amend the MANUAL at any time by immediately notifying me of such amendments. Following receipt of written notice of any amendments, I acknowledge that those amendments must immediately be complied with.
25. That NORWEX will not have any express or implied obligation to me, except as specifically set out in this contract and in the MANUAL.
26. That this contract contains the entire agreement between myself and NORWEX with respect to its subject matter and it sets out the only conduct relied on by myself and NORWEX and supersedes all earlier conduct by myself and NORWEX in respect to its subject matter.
27. That this contract will be governed by and construed in accordance with the laws applicable in the State of New South Wales and I hereby irrevocably submit to the jurisdiction of the courts of New South Wales.



Norwex Australia Pty Ltd
7/10 Boden Road
Seven Hills, NSW 2147
PO Box 489 Winston Hills 2153
Telephone: (02) 8825 9777
Facsimile: (02) 8825 9788
Toll Free: 1800 NORWEX
Web: www.norwex.com.au
Email: support@norwex.com.au