

- 1. Membership:** A Wholesale Customer Membership ("Membership") with dōTERRA GH Ireland Limited allows you (the "Member"), to purchase dōTERRA products for personal use at dōTERRA wholesale prices from dōTERRA (Europe) Ltd., a subsidiary of dōTERRA GH Ireland Limited. References to dōTERRA in connection with your membership means dōTERRA GH Ireland Limited and references to dōTERRA in connection with your product purchases means dōTERRA (Europe) Limited. dōTERRA reserves the right to refuse Membership to any applicant. To become a Member you must be over 18 years old.
- 2. Membership Fee and Renewal.** A Membership fee of 20,00 € is for one 12-month period from the date of enrollment of the Member. Upon the expiration of the 12-month period, a 15,00 € renewal fee for an additional 12-month period will be due at the time of the first order following the expiration of a 12-month period. Memberships renewed after the expiration date will be extended for 12 months from the renewal date. Membership can be terminated by either the Member or dōTERRA at any time.
- 3. Product Sale Terms.**
- The submission of an order for dōTERRA products by a Member and its acceptance by dōTERRA constitutes a contract of sale between the Member and dōTERRA which includes an obligation on the Member to pay for the products ordered.
 - dōTERRA will endeavour to deliver the products ordered within its stated target delivery dates which are all less than 30 days from order, but all orders are subject to availability and dōTERRA reserves the right to cancel orders for any products which cease to be available for any reason. dōTERRA has the right to cancel an order before the products are delivered for any reason including due to an event outside its control, or due to unavailability of stock, limits on its resources which it could not reasonably plan for, or because it has identified an error in the price or description of the product. If this occurs dōTERRA will notify the Member and refund the payments made for the products.
 - It is dōTERRA's responsibility to supply goods which meet a Member's consumer rights. If a Member has any concerns that dōTERRA has not met its legal obligations please contact us. Product descriptions are set out in dōTERRA's catalogue which is also available on dōTERRA's website. The product images in the catalogue and on the website are for illustrative purposes only; the shape, colour and size of products delivered may vary from the examples shown and such variations do not constitute a product defect.
- 4. Cancellation Rights.**
- A Member may cancel a product order at any time before delivery. A Member will also have an opportunity to examine the products ordered after delivery and if the Member is not satisfied with the products for any reason then the Member may give notice to dōTERRA within 14 days of the delivery of the products that the Member wishes to cancel the order then, provided that the Member returns the products to dōTERRA at the address stated on the sales receipt within 14 days from the date of the cancellation notice, dōTERRA will provide a refund to the Member. The refund will include the cost of delivering the product to the Member (except for any supplementary delivery costs if the Member chose a delivery method which is more expensive than dōTERRA's standard delivery). The Member will not incur any charges for that refund and the same means of payment will be used as the Member used for payment.
 - The Member can use the notice of cancellation provided on the sales receipt or can give notice in some other way as long as dōTERRA receives a clear statement of the decision to cancel.
 - If the Member rejects the products for any reason other than damage to or a defect in the products, the member must pay the cost of returning the products to dōTERRA and the Member will be responsible for their safe return. If the Member does not return the products to dōTERRA, dōTERRA will be entitled to deduct the cost of recovering the products from the amount to be refunded. If the Member rejects the products because they are damaged or faulty, dōTERRA will cover the cost of the return of the products to dōTERRA.
 - If the products are returned by the Member for any reason other than damage to or a defect in the products and the products have suffered any reduction in their value as a result of handling beyond what is necessary to establish the nature, characteristics and functioning of the products then the Member will be charged for that diminution in value and that charge will be deducted from the amount of the refund.
- 5. Return Policy.** This Returns Policy extends the Member's rights beyond the statutory cancellation rights set out in section 4. dōTERRA's returns policy set out in this section 5 does not affect a Member's statutory rights.
- Return of Products Within 30 Days.** dōTERRA will refund one hundred percent (100%) of the purchase prices (plus applicable tax if prepaid) of Currently Marketable products purchased from the Company that are returned within thirty (30) days of purchase, less shipping costs. dōTERRA will provide a product credit of one hundred percent (100%) of the purchase price (plus applicable tax if prepaid) or a refund of ninety percent (90%) of the purchase price (plus applicable tax if prepaid) on products purchased from the Company not Currently Marketable that are returned by a Member within (30) days of purchase, less shipping costs.
 - Return of Product Within 31 to 90 Days.** From thirty-one (31) days and up to ninety (90) days from the date of purchase, dōTERRA will provide a Product Credit of one hundred percent (100%) or a refund of ninety percent (90%) of the purchase price (plus applicable tax if prepaid) on Currently Marketable products purchased from the Company that are returned by a Member, less shipping costs.
 - Returns From 91 days to One Year After Purchase.** After 91 days and up to twelve (12) months from the date of purchase, dōTERRA will provide a Product Credit of ninety (90%) or a refund of (90%) of the purchase price (plus applicable tax if prepaid) on Currently Marketable products purchased from the Company that are returned, less shipping costs (excludes limited time offers and expired items).
 - Currently Marketable.** Products shall be deemed Currently Marketable if each of the following elements is satisfied: 1) product is purchased from dōTERRA; 2) they are unopened and unused; 3) packaging and labeling have not been altered or damaged; 4) the product and packaging are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; 5) the product expiration date has not elapsed; and 6) the product contains current dōTERRA labeling. Products shall not be considered Currently Marketable if the Company discloses prior to purchase that the products are seasonal, discontinued, limited time offers, or special promotion products not subject to the Return Policy.
- 6. Loyalty Rewards Program.** While a Member has no requirement to purchase products, a Member can ensure that the Member will receive monthly deliveries of dōTERRA products by enrolling in the Loyalty Rewards Program (LRP) after the first month of enrollment. LRP eliminates the inconvenience of placing monthly orders manually. If the Member's LRP Order is at least 50 Personal Volume (PV) points every calendar month, the Member is eligible to receive Product Credits each month. PV is the point value of products purchased by a Member in one calendar month. Not all products will generate PV points and PV does not include purchases of product with Product Credit. The PV of a product is clearly delineated on the Product Order Form. Product Credits are non-cash redeemable points that can be used to purchase dōTERRA designated products. Product Credits are granted as part of the LRP and in the discretion of the Company. After Member has been an LRP participant for 60 days, Member can redeem Product Credits to purchase full PV products. LRP Product Credits can be redeemed for 12 months from the date of issue, after which they expire. The credits can be redeemed for a 2,00 € fee by calling or emailing the applicable contact information provided below. Products purchased with LRP credits are not for resale. Redemption orders have no PV and cannot be combined with other product orders. Product Credits have no cash redemption value and are not transferrable. All Product Credits will be cancelled if participation in the LRP program is cancelled. A Member's primary LRP order may only be cancelled by contacting dōTERRA. Any subsequent LRP order can be cancelled online.
- 7. Resale of Products.** Member agrees that they will not sell dōTERRA products purchased through the Membership. As a Wholesale Customer a Member does not have any rights to participate in dōTERRA's trading scheme; a Member may not market dōTERRA's business opportunity or attempt to recruit others; and a Member may not earn any commissions or bonuses under dōTERRA's compensation plan. The Loyalty Rewards Program does not form part of dōTERRA's compensation plan.
- 8. Limitation of Liability.** dōTERRA, its members, managers, directors, officers, shareholders, employees, assigns, and agents (collectively referred as "affiliates"), shall not be liable for special, indirect, incidental, consequential, punitive, or exemplary damages. If dōTERRA is found to be in breach of the terms and conditions, the maximum amount of damages Member may claim shall be limited to the amount of dōTERRA products that Member personally purchased from dōTERRA and have remaining on hand. The foregoing limitations do not apply to any liabilities which may not be excluded or limited under English law.
- 9. Dispute Resolution.** Should any dispute arising from a Membership not be resolved directly between the parties there are a number of government approved and EU listed certified alternative dispute resolution service providers, including ProMediate (UK) Limited (www.promediate.co.uk) and others which can be accessed here <http://ec.europa.eu/odr>, but dōTERRA is not obliged to and does not agree to have its Members' complaints handled by these providers. In the event of any dispute, claim, question, or disagreement, which arises from or relates to the Contract the parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then each party shall submit to the exclusive jurisdiction of the English Courts.
- 10. Governing Law.** The governing law of the contract shall be the substantive law of England.
- 11. Electronic Communication.** I authorise dōTERRA and its affiliates to communicate with me through electronic mail or fax at the email address or fax number provided in this Wholesale Customer Agreement.
- 12. Survival.** Sections 6, 7, 8, 9, and 10 of these terms and conditions, shall survive the termination of the Membership.
- 13. Data Protection.** By creating a Membership with dōTERRA, Member understands that dōTERRA will process the personal data contained in this application/agreement or supplied by Member in connection with Member's Membership at any time in the future, as described in dōTERRA's Privacy Policy, included below, which sets forth how dōTERRA processes personal data, including the types of data collected, the purposes for which these data are processed, the parties with whom the data may be shared and Member's rights with respect to the processing of the data.
- 14. Amendment.** Member agrees that these terms and conditions may be amended at any time at the sole discretion of dōTERRA by notice to the Member, and Member agrees that upon 30 days' notice any such amendment will apply to Member. The continuation of purchases of dōTERRA products after the date upon which an amendment takes effect shall constitute Member's acceptance of any and all dōTERRA amendments to the terms and conditions.
- 15.** By submitting this Agreement, I indicate my consent to dōTERRA contacting me by email with offers or solicitations for the sale and purchase of dōTERRA products. If I do not want to receive such messages, I will place my initials here _____: