

## TERMS OF SALE TO CONSULTANTS

### 1. Introduction

2. These terms for the sale of products ("**Products**") to Consultants by TBSAH ("**Sale Terms**") apply to the sale of Products to Consultants ("**Consultant**" or "**you**") who are purchasing in their capacity as independent Consultants for resale or other use in the conduct of their TBSAH businesses.
3. The Consultant represents and warrants to The Body Shop At Home US, LLC ("**TBSAH**" or "**we**") that any Products purchased by the Consultant to which these Sale Terms apply are purchased by the Consultant in a business capacity for the purposes of the conduct of his or her business as a TBSAH Independent Consultant.
4. These Sale Terms apply to the exclusion of any other terms that the Consultant may seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

### 5. Ordering Products

6. All orders must be made through TBSAH's Independent Consultant Personal Website or through the Business Hub (referred to as "**Business Hub**"), provided that two copies of such order along with the Customer Notices are given to each customer for every sale. Each order is an offer by you to buy the Products specified in the order subject to these Sale Terms. The price for the Products is the recommended retail price ("**RRP**"), excluding sales tax. The Consultant will be credited 20% of the RRP (the "**Personal Retail Discount**") within 14 days of TBSAH accepting the order.
7. TBSAH reserves the right to change its prices at any time and in its sole discretion. The price of the Products does not include delivery charges or sales tax, which you shall additionally be obligated to pay to TBSAH at the applicable rate. The delivery charges may vary depending on the delivery method chosen by you.
8. TBSAH's acceptance of your order takes place when it ships the Products to you or to the Customer, at which point the contract between you and TBSAH will come into existence. Prior to that point TBSAH is entitled to reject your order, or any part of it, in its sole discretion.
9. Product descriptions are set out on the Independent Consultant's Personal Website. The images of Products are for illustrative purposes only and the shape, color and size of the Products delivered may vary from the examples shown in promotional materials and such variations do not constitute a product defect. The packaging of your Products may also vary from that shown in promotional materials and on the Independent Consultant's Personal Website.



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**10. Payment and Delivery**

11. You can only pay for Products using a debit card or credit card. Payment for the Products shall be made through the Independent Consultant's Personal Website or through Business Hub at the time of order.
12. The Products will be at your risk from the time the Products leave our distribution center.
13. TBSAH shall endeavor to deliver the Products within 14 days of you or the Customer placing the order. Time of delivery shall not be of the essence.
14. If we fail to deliver the Products, our liability is limited to the replacement of the Products or the refund value of the Products.
15. TBSAH does not currently deliver to addresses outside the United States nor to U.S. territories, PO boxes and APO addresses.
16. We will inform you of any Product stock shortage or availability issue without undue delay, and we reserve the right to cancel an order for any Products which cease to be available for any reason. We shall not be liable for delays in delivery caused by circumstances beyond our reasonable control. We are not responsible for any non-delivery, or wrong or late delivery, of an order caused by the provision by you of incorrect or incomplete personal data.
17. We may cancel an order before the Products are delivered for any reason including due to an event outside our control or because we have identified an error in the price or description of the Product. If this occurs, we will contact you to let you know and we will refund the payment that you have made for the Products.



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**18. Product Returns and Refunds**

19. We will refund or replace any damaged, defective or other non-conforming products delivered to you or to the Customer.
20. TBSAH offers a 30-day return policy. You must return the Product in its original package and shipping container to us within 30 days of purchase for either replacement or a full refund of the purchase price.
21. If you have received Products you did not order, you may reject the entire delivery, reject the additional quantities, or accept these additional quantities and pay for them at our then-current prices. If you have received less Products than you have ordered, you may reject the delivery but if you choose not to, you must pay for the Products at the then-current unit price. If you choose to return the Products then you will receive a refund of the full price of any returned Products, any applicable delivery charges paid by you for the delivery of the Products to you, and any direct costs of returning the Product(s). If you choose to receive a product replacement, such replacement will be sent to you within an acceptable timeframe.
22. You also have the right to return Products purchased by you in accordance with these Sale Terms and, upon termination of your Independent Consultant Agreement, subject to the terms and conditions therein.
23. Unless the Products are faulty or not as described, you will be responsible for the cost of returning the Product(s).
24. Any reimbursements will be made using the same means of payment as used for the initial transaction unless you have expressly agreed otherwise. In any event you will not incur any fees as a result of the reimbursement.
25. Except as provided in these Sale Terms, TBSAH shall have no liability to you or any Customer in respect of the Products' failure to conform with their description, be free from material defects in design, material and workmanship; and/or be fit for any purpose held out by TBSAH. TBSAH makes no warranty or representation, express or implied, as to the merchantability, fitness for a particular purpose, workmanship, noninfringement or any other warranty arising by law, statute, usage of trade or course of dealing concerning any Product and expressly disclaims the same.

**26. Liability**

27. TBSAH shall have no liability in respect of any indirect or consequential loss or damage, which shall include any and all loss of revenues, loss of profits, loss of anticipated savings, loss of goodwill, loss of use, loss of contracts, loss of reputation, or loss due to damage to data.



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**28. General**

29. The TBSAH Terms of Sale shall be governed and construed in accordance with the laws of the State of New York. Pursuant to the Independent Consultant Agreement and the Business Rules, the parties irrevocably elect that all claims and disputes arising from the Terms of Sale shall be settled totally and finally by arbitration in the City of New York, State of New York, in accordance with the Federal Arbitration Act and the Commercial Rules of the American Arbitration Association.
30. Failure by TBSAH to exercise or enforce any right conferred by these Sale Terms shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.
31. Should any one or more clauses of these Sale Terms be found to be or become invalid, illegal or unenforceable in any respect under any law the enforceability and validity of the remaining clauses shall not in any way be affected or impaired.
32. TBSAH may suspend delivery of Products where any event beyond the reasonable control of TBSAH (including, without limitation, strikes, war, riot, fire, infectious disease, pandemic or flood) prevents TBSAH from sourcing, manufacturing or delivering the Products and TBSAH shall promptly notify the Consultant of the occurrence of any of the above events. Where such event persists for more than 30 days, either party may rescind the order for the Products whose delivery has been suspended, and TBSAH shall promptly refund to the Consultant any payment received from the Consultant.
33. Any complaints, questions and requests that you may have may be referred to via email to [usconsultant.support@thebodyshop.com](mailto:usconsultant.support@thebodyshop.com).

