

Distributor Regulations of PM-International AG (PM)

1. Legal status of the distributor

1.1 The distributor will be autonomous and will generate his income from the sale of PM products.

1.2 The activity of the distributor includes the sale of PM products on their own behalf, directly to the customer. It also includes the sale to those who purchase the product directly from PM. PM should be informed of the new clients (Direct Client Program) and of the new distributors that he has recruited as a distributor.

1.3 Distributors will freely determine their place of work, the organization of their activity and the time dedicated to it, and always at their own risk.

The distributors will bear all the expenses derived from the activity. Each distributor, as a freelancer, is responsible for complying with all the legal and fiscal obligations resulting from the activity (commercial registration, payment of taxes, social security, competition law, etc.).

1.4 Distributors carry out their activity part-time: any modification will be notified to PM.

2. Start and end of the activity as a distributor

2.1 The beginning of the activity as a distributor will be from the moment of duly filling out the corresponding application. This will be a legal agreement after being accepted. It will not be necessary for the distributor to receive confirmation of acceptance to begin its activity, however, PM will inform of the acceptance as soon as possible.

2.2 Within 30 days of receiving the acceptance of the request, the distributor can terminate the contract by written declaration to PM and without explaining the reasons. Upon termination, all PM products you purchased as a distributor must be returned and PM will refund the payment made by them.

2.3 The figure of the distributor has an indefinite duration and may be terminated ordinarily at any time within the established legal periods. PM reserves the right to immediate termination of the contract due to major force. If the distributor fails to comply with its obligations, as established in points 4.1, 4.2 and 5.2 of the Distributor Regulations, PM will give notice of termination of the contract.

2.4 In case of death, the collaboration may be transferred to a child or a parent, provided that the transfer is requested in writing with the consent of all heirs, the heir must accept the Distributor Regulations and PM must accept it in writing. PM may only refuse on specified reasons.

3. Distributor bonus right

3.1 The distributor will be entitled to receive bonuses for the new customers and according to the Direct Clients Program, as well as for introducing, training and supporting new distributors as a sponsor. The requirements and amounts to be received as bonuses can be obtained in the PM Marketing Plan currently in place; PM reserves the right to its determination. This Marketing Plan is applicable at the same time for all distributors.

PM will pay bonuses monthly. Payments will only include taxes if the distributor has expressly informed in writing and prior to PM about their obligation to file sales taxes, including their tax identification number. The letter must be sent by e-mail. If the distributor wishes to receive the bonuses by mail, an administrative fee of € 5 will be charged. Payment of bonuses will be made no later than the 20th of the following month. If the monthly report indicates a sum less than € 5 net, no payment will be made and the right to it will be lost.

3.2 PM calculates the bonuses monthly. The distributor's right to receive his commission is generated with the payment of the merchandise of his monthly order. Additionally, and unless otherwise indicated in the Distributor Regulations, the legal regulations will apply.

4. Distributor activity in other companies.

4.1 Without prior written consent from PM, no activity may be exercised for the PM competition. It is understood as competition of PM those companies that offer goods or services through direct marketing or through an Internet marketing system, as well as, regardless of their distribution system, all companies with products similar to PM products.

4.2 The distributor may exercise a distribution activity for other companies, provided that it does not enter into competition with the activities of PM and its products. It is not allowed to advertise this activity, or report your membership of the PM team to that company. It is also not allowed to offer goods and services thereof along with those of PM, or encourage the purchase of these products or services between PM distributors or be active along with PM or instead of PM.

5. Purchase and distribution of PM products

5.1 The distributor must place the orders and receive the merchandise exclusively and directly from PM. It is not allowed to buy PM products from other distributors.

5.2 The distributor sells the PM products exclusively personally and directly. Sales in retail outlets, markets, fairs, Internet auctions or similar are not allowed.

5.3 The distributor will be obliged to accept returns of PM products sold to customers within 30 days after delivery without reason; it is enough that the client does not like the product (PM satisfaction guarantee). After the return of the products, the customer chooses between changing the product, obtaining a voucher or reimbursing the amount.

5.4 The distributor decides on its own if it buys products and in what quantities. It is not mandatory to buy a minimum quantity.

5.5 All distributor orders are processed according to the current PM price list at the time of purchase. Prices are generally indicated without taxes and packing and shipping costs, provided that they apply. Before shipping products, payment must be made. This is possible through the charge on a bank account or credit card, cash payment or delivery payment.

5.6 The distributor regularly receives updates concerning the product portfolio of PM via email/mail to be always informed about the current status and to be able to inform and advise the end customer."

6. Other distributor obligations / Contract sanctions

6.1 The distributor must always act in a responsible and independent manner and will not present himself as a PM employee, nor make statements on behalf of PM. 6.2 PM is part of national and international direct marketing associations and distributors must strictly adhere to the standards of behavior set by them for their members and distribution representatives. PM will inform shortly of the appropriate standards that must be respected.

6.3 Everything that the distributor says about PM or its products should be consistent with the provisions of PM, especially those that appear in the catalogs, on product labels and in other product information. Under no circumstances is the distributor allowed to grant therapeutic or healing properties to PM products.

6.4 The distributor is not authorized to modify the packaging of PM products, nor to allow third parties to do so. It is allowed to include a label with the distributor's address, provided that it does not include any advertising or information about the product on it.

6.5 The distributor may use information about the product, sales material and sales assistance issued by PM in campaigns for PM and in the distribution of its products. When campaigns and distributions are made online, you can only use the online store that PM provides to distributors. In those advertising materials of personal production and / or personal web pages, distributors may not refer to PM or its products, nor use registered trademarks or other protected trade patents of PM.

6.6 In case of breach of any of the obligations referred to in points 4.1, 4.2, 5.1, 5.2, 6.3, 6.4 and 6.5 of this Distributor Regulation, the distributor may be required to pay a penalty for a minimum amount of € 500 (or the equivalent in the currency of the country of the distributor) and a maximum of € 10,000. The payment of the penalty does not exempt the course of other possible claims.

6.7 Every distributor must know and respect the binding statutory regulations and general rules of behavior in direct marketing, both in general advertising matters and in the recruitment of new distributors. This is intended to expressly avoid any form of spam and the search for distribution partners in other companies. Violation of this may be reported by PM and would result in termination of the distributor contract. PM itemizes general rules that must be followed at all times. You will find them at www.pm-international.com.

7. Distributor chain protection

7.1 It is a principle of PM-International to maintain and protect the distributor chain at all times. A partner who has terminated his business relationship can only be readmitted if he completes the application again and (a) is sponsored by his previous sponsor or (b) it has been at least 12 months since the end. A business partner whose contract has been terminated and is deleted from the database (12 months without personal volume) may be readmitted when filling out a new application, not only under the sponsorship of its previous sponsor, but under that of any other sponsor.

7.2 Chain protection also applies to customers in the Direct Customer Program. (see point 7.1).

7.3 In marriages, each member can have a distributor number. One of the spouses must be exclusively registered on the other's direct line.

Children of legal age may (within the organization of their parents) also be registered exclusively in the organization of their parents or in that of one of them. Brothers, parents, grandparents and grandchildren can also be registered exclusively on the first line of the chain.

8. Final provisions / Modifications

8.1 For the contractual relationship between the parties the German Legislation will apply.

8.2 In case of litigation, you will go to the Courts of Speyer (Germany); If the distributor does not reside in the judicial party, PM reserves the right to execute legal claims in said Courts.

8.3 A claim in relation to a written contract will also be valid if sent by fax or e-mail.

8.4 PM will notify you of changes to this Regulation in writing. The changes are understood as accepted when the distributor does not challenge them in writing within three weeks of making the modifications. The firmness of the modifications will be made public by PM.

8.5 I accept that PM conduct an investigation on my reputation. I agree that PM collects, archives, processes and uses personal information about our relationship.