



LIBRACIN NATURAL MEDICINE IND. LTD.

Distributor's Agreement/Application Form

Applicant's
Passport

AGREEMENT BETWEEN
LIBRACIN NATURAL MEDICINE IND. LTD, 123 ULASI ROAD, ABA
REFERRED AS THE COMPANY "1ST PARTY"
AND INDEPENDENT DISTRIBUTORS REFERRED AS "2ND PARTY"

WHEREAS The Company conducts the business of a direct to consumer sales organisation.

AND WHEREAS The Distributor has satisfied the Company that he/she is a person well versed in the marketing plan of the Company and has acquired a sound knowledge of that company's products.

NOW THEREFORE THESE PRESENT WITNESSETH:

THE DISTRIBUTOR'S WARRANTIES:

- a) That he/she has not paid nor has he/she been called upon to pay any person or persons, a fee or consideration for the privilege of marketing the company's products.
- b) That he/she is fully acquainted himself/herself with the company's marketing plan and code of ethics, policies and procedures.
- c) That he/she is fully acquainted with all the laws and regulations in force in the Federal Republic of Nigeria applicable to the marketing of the company's products.
- d) That he/she is possessed of sufficient finance so as to embark upon the business of marketing the company's products without in any way adversely affecting the welfare of his/her family.

ACTING UPON THE AFOREGOING WARRANTIES, THE COMPANY DOTH HEREBY COVENANT WITH DISTRIBUTOR AND THE DISTRIBUTOR DOTH HEREBY COVENANT WITH THE COMPANY AS IS HEREINAFTER SET FORTH.

1. The Company hereby grants unto the Distributor the right and privilege of obtaining from the Company all the products, literature and sales aid of Libracin Natural Medicine Ind. Ltd. for the purpose of marketing same.
2. The Distributor shall acquire products from the Company at the Company's Distributor price and shall not sale below what is in the retail price list.
3. The Distributor, shall be liable for and will pay the Company, the cost of any freight service charges which the Company may determine from time to time as being applicable to the Distributor's products.
4. That the Distributor is responsible for any damage after receiving the product in good condition from the Company.
5. That to qualify as a Distributor, the applicant must purchase not less than **Two Hundred Thousand Naira (N200,000)** worth of products.
(This part of the agreement is subject to amendment periodically as deemed fit to the company)

Applicant's Signature: _____ **Date:** _____

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(This part of the agreement is subject to amendment periodically as deemed fit to the company)
6. The Company hereby grant onto the distributor to purchase in Company's distributor's price. Any purchase above **One Million Naira (N1,000,000)**, the Company grants the Distributor the right to pay 95% then later Distributor pays the remaining 5% within 30 days. This section of agreement is subject to amendment as it deem necessary to the Company at any time. Distributors shall be notified of any increase in price of products within 30 days.
7. **Distributor's Benefit:**
The Distributor shall have the right to refer a distributor to the company to purchase product on distributor's price and shall have benefit of 5% on the total purchase made by the person he/she refers to the company once.

Applicant's Signature: _____ **Date:** _____

8. The Company hereby grants unto the distributor the right and privilege of using the “Libracin Marketing Plan” together with any future modifications or amendments hereto as also the right to use the trade name “Libracin” in the pursuance of marketing the company’s products. The Distributor shall also be entitled to use the word “Libracin” on his/her letterheads and business cards, but always in such a manner as to denote that the Distributor is an independent Distributor and not a servant or member of the Company.
9. It is recorded and agreed that the Distributor is an independent contractor and is not an employee, agent, representative or partner of the Company and the Distributor undertakes at all times to conduct himself/herself accordingly.
10. The Distributor agrees:-
 - a) That he/she shall at all times comply with all laws, bylaws ordinances and regulations, and will obtain the necessary licences or permits in a connection with the marketing of the company’s products and will pay all taxes, debts or other expenses incurred in and about the marketing of the Company’s products.
 - b) That he/she shall at all times conduct himself/herself in a lawful, ethical and moral manner and agrees to do nothing that will reflect adversely on the Company, its product or its trademark, or cause to be done anything which may be detrimental to other distributors or their organisations.
 - c) Not to represent that the Company’s products have any therapeutic or curative properties example like Orthodox medicine or make any misrepresentation of any kind regarding the Company’s products or marketing plan.
 - d) The Distributor shall present the Company product as herbal medicine.
 - e) Not to reproduce, print or manufacture or cause to be produced, printed or manufacture in whole or in part, products, literature or sales aids and further agrees not to use the “Libracin” trade name except as is provided for in this agreement.
 - f) That he/she will be responsible for and will pay all the costs of delivery of the product as contained in the conditions of delivery in the Confidential Price List.
 - g) That the Distributor shall not sublet any marketing aids giving to him/her, shall not sublet the Company’s jingle or transfer to another nor use the jingle to sell any other company’s products as well as any other marketing tools of the company in his/her possession. The Company shall make any claim for any misrepresentation made by the Distributor on this No. Nine (9) of this agreement according to provision of law in Federal Republic of Nigeria and the distributorship shall be cancelled without notice.
11. The Distributor shall be entitled to terminate this agreement at any time without penalty, by giving unto the Company seven (7) day written notice by prepaid registered post to the address at which the Company conducts its business.
12. The Company shall be entitled to cancel the agreement if:
 - a) The Distributor has breached the agreement
 - b) The Distributor has failed to remedy any breach of this agreement with a period of fourteen (14) days after having been called upon to do so by pre-paid registered post.
 - c) Where the distributor shall be guilty of conduct deemed by the Company to be unethical and contrary to the marketing plan of the company.

Applicant’s Signature: _____ **Date:** _____

13. This agreement may not be ceded or assigned in part or whole.
14. This agreement shall become of force and effect upon the date upon which it shall have been executed by the Company.
15. This agreement shall constitute the full and entire agreement between the parties and no variation or alteration thereof shall have any effect unless the same be made in writing and annexed hereto.
16. The Company shall claim any damage/any amount of money as provided by the law of Federal Republic of Nigeria if Distributor fake any product of the Company.
17. It is recorded and agreed that neither of the parties have been induced in any manner whatsoever other than by normal business considerations to enter into this agreement.
18. This agreement shall be interpreted in accordance with the interpretation laws of the Federal Republic of Nigeria.

Applicant's Signature: _____ **Date:** _____

Distributor's Application Form

APPLICANT'S DETAILS

Please print all details accurately in block letters

Surname																		
First Names																		
Partner's Name																		
Postal Address																		
Country													Postal Code					
Physical Address																		
													Postal Code					
Telephone (H)													Code					
(W)																		
Cell/Mobile No.																		
I.D. No./Passport																		

OFFICIAL USE ONLY

Link Details

Cell/Mobile No.																		
Surname:																		
First Names:																		
Address:																		

By this signature hereto, the Distributor hereby agrees to bound by the rules and the regulations of the Company

NOTE: Submit this Distributor's/Agreement Form with pdf format if sending it online.

.....
Applicant's Signature

.....
Date