

GNLD Month \_\_\_\_\_

# APPLICATION FORM



**GNLD International S.r.l.**  
**con socio unico**  
 Via delle Idrovore della Magliana, 39  
 00148 Roma  
 Telephone +39 06 65653324

**Agent & Customer Relations Office**  
 Tel: 0800 913694  
 Fax: 0800 913695  
 e-mail c.europa@gnld.it  
 www.gnld.com

C.F. 06880270589 - P.IVA 01637661008  
 P.IVA europea IT01637661008  
 Tribunale Roma 2478/85  
 C.C.I.A.A. Roma 546454  
 Capitale Sociale € 103.280,00 i.v.



LAST NAME		FIRST NAME		Do not write in this space - for GNLD use only  I.D.N. _____ / _____	
ADDRESS			E-MAIL		
AREA CODE	CITY	PROV.	TELEPHONE	MOBILE	
PLACE OF BIRTH		PROV.	DATE OF BIRTH	TAX CODE	
PARTNER LAST NAME AND FIRST NAME		PLACE OF BIRTH		DATE OF BIRTH	
I would like to have my commission fees paid by bank transfer. My bank account details (IBAN) are specified below				SWIFT/BIC	
IBAN NUMBER				SWIFT/BIC	
<b>TO BE COMPLETED BY SPONSOR</b>					
SPONSOR I.D.N. 701298		LAST NAME OSCAR		FIRST NAME RIVA	
<b>INSTRUCTIONS FOR COLLECTION/DELIVERY OF THE DISTRIBUTOR KIT</b>					
Immediate collection <input type="checkbox"/>	Deliver to: <input type="checkbox"/> Myself <input type="checkbox"/> Other person: First name and Last name _____ IDN _____ Address _____				

Code 1614/ENG - Ed. 10-2010a

## METHODS OF PAYMENT

<p><b>Auto-Order Subscription</b></p>	Amount	<input type="checkbox"/> Money Transfer <input type="checkbox"/> Credit Card (place a cross in the selected box)		  
	Last name and First name of Card holder			
	Date of birth _____ <small>Credit Card orders without signature are not valid. Please verify that the correct Card number was entered.</small>	to be charged on Credit Card No. _____ <small>(Card Verification Code)</small>	CVC _____ <small>(Card Verification Code)</small>	Card Expiry date _____

## AUTO-ORDER – SUBSCRIPTION

By signing this auto-order I request, for home personal use, the monthly delivery of the products I chose and which shall be paid by me in the form specified above. The non-subscription of auto-order shall not prejudice my status as a **Direct Seller**.

## DIRECT SELLER APPLICATION

I, the undersigned, hereby apply to become your **Direct Seller**, in compliance with Section 19 of the Legislative Decree No 114/1998, without any subordination obligations or restrictions; I supply my personal data; I authorize you, if my application is accepted, to use my image, without any compensation, for your promotional and information material, accompanied by captions or text; I agree to diligently and strictly abide by the **Code of Conduct** included the "Kit", in the conduct of my business as Your Direct Seller.

## GENERAL TERMS AND CONDITIONS AND INFORMATION PURSUANT TO SECTION 13 OF LEGISLATIVE DECREE No 196/2003 SEE OVERLEAF

I hereby declare that I have carefully read, also in compliance with Sections 1341 and 1342 of the Code of Conduct, the following:

- **General Terms and Conditions**, regulating the business relationship, as listed overleaf, and in particular I accept the conditions under the following clauses: a) (prohibition against the purchase of products for the purpose of resale), c) (purchase orders summary and payment), e) (charge-back of commission in the event that right of withdrawal is exercised by the customer), l) (discounts and their variation), m) (commissions and their variation), n) (Code of Conduct regulating the business relationship), o) (notifications of relevance to the contract), p) (termination of the contractual relationship upon unilateral decision of either party, without notice and charges, as well as automatic termination in case of non renewal of the annual association), q) (competent forum for resolving disputes);
- **Privacy Protection Policy, as specified overleaf**, and I expressly give my consent to the processing of my personal data for the purposes therein specified.

\_\_\_\_\_ Place

\_\_\_\_\_ Date

\_\_\_\_\_ Signature

## GENERAL TERMS AND CONDITIONS

a) The Direct Seller promotes person-to-person sales of GNLD products, directly to the final user. Purchasing products for the purpose of resale is expressly prohibited.

b) GNLD acknowledges the following two types of Direct Seller: 1. Direct Seller conducting a continuous business activity requiring VAT registration; 2. Direct Seller conducting occasional business activity not requiring VAT registration.

c) Purchase orders of products shall be submitted by using the GNLD order form that shall be signed by the costumer: one copy of the order shall be kept by the costumer and another copy shall be kept by the Direct Seller and made available to GNLD.

Purchase orders shall be summed up in the Order Summary that shall be forwarded to GNLD in written, verbal or electronic form, along with the payment of the product sale price minus the Direct Seller's commission fee, in compliance with GNLD accounting procedures. GNLD may modify its line of products at any time at its sole discretion.

d) GNLD shall take care of issuing the invoices for the commissions earned, unless otherwise decided by the VAT registered Direct Seller. In the latter case, the Direct Seller shall submit the invoice for the commissions earned, along with the Order Summary.

e) In the event that the costumer exercises the right of withdrawal from the purchase-sale contract, GNLD shall deduct the relevant commissions earned by the Direct Seller.

f) GNLD may reject a purchase order within 10 days after receipt of the same, by notifying the Direct Seller and returning the payment.

g) Unless otherwise agreed by the parties, GNLD will send the products ordered to the Direct Seller who will, in turn, take care of customer delivery. Upon Direct Seller's request, the product can be send directly from GNLD to the costumer, according to GNLD shipping policy.

h) In case of claims or complaints submitted by the costumer, at any time and for any reason, the Direct Seller shall forward them immediately to GNLD along with his/her comments.

i) The Direct Seller can attend, along with his/her costumers, the seminars and other meetings on GNLD products characteristics and use; the Direct Seller can also attend GNLD training courses.

l) The discount plan for costumers is defined, modified and communicated periodically by GNLD; the Direct Seller must apply said discounts without any modification unless otherwise authorized by GNLD.

m) The commission fee is the only compensation given to the Direct Seller for his/her business activity and it is unilaterally decided by GNLD and periodically communicated, taking into account the costumer discount plan, according to the monthly sales volumes promoted by the Direct Seller, as specified in the GNLD Direct Sales Business Guide.

n) The business relationship between GNLD and the Direct Seller is regulated by the present General Terms and Conditions as well as by the Code of Conduct included in the "Kit"; the international Rules and Procedures included in GNLD Direct Sales Business Guide should also be taken into account in the business relationship.

o) Discount and commission plans as well as any modification of the Code of Conduct or any other communication that is relevant to the contract are made known to the Direct Seller by GNLD advertising information or by non-certified letter, fax or electronically.

p) the business relation between GNLD and the Direct Seller may be terminated at any time on the request of either party, by unilateral notification, without notice and without charge to either party; moreover, the relationship terminates automatically upon the expiry of the third month following the contractual year, in case on non renewal of the annual association by the Direct Seller within the deadline specified above.

In case of termination of the contractual relation, the Direct Seller is obliged to return GNLD Direct Seller ID card, pursuant to Section 19 of Legislative Decree No.114 /1998.

q) The competent forum for resolving all disputes between GNLD and the Direct Seller, including those regarding the contract, shall be the Jurisdiction of Rome.

## PRIVACY PROTECTION, LEGISLATIVE DECREE NO 196 OF 30 JUNE 2003

### Information provided pursuant to Section 13 of Legislative Decree No 196/2003: Personal data protection code.

Pursuant to Section 13 of Legislative Decree No 196/2003 we inform you as follows:

- Personal data supplied will be processed for sales purposes and to manage any commercial, administrative or professional relationship established, including the transmission of promotional or advertising material, statistics, market research, as well as credit handling.
- Personal data shall be processed both manually and electronically in a lawful and fair manner, by adopting appropriate security measures;
- Supply of personal data is compulsory, hence the refusal to provide said data makes is impossible to manage ongoing commercial or professional relationships and execute the orders;
- Personal data shall be processed by the employees or other subjects authorised by the data Controller and may be supplied to a third party operating in Italy, in EU or non EU countries, if necessary for the above mentioned purposes;
- The data subject shall exercise the rights under section 7 of the a.m. Leg. Decree (access, updating, rectification, integration, erasure, anonymization, etc.) by contacting the data Controller.
- The data controller is GNLD INTERNATIONAL S.r.l., with registered office in Rome, Via Idrofore della Magliana, 39.