

Distributor Agreement between

IX-EL International GmbH (IX-EL), Katharina Spurling-Kaffl,
and

_____ (Distributor)

The foundation of this agreement is to distribute the Light-Life® Tools to benefit all living beings and the planet.

1. Subject to the terms and conditions described herein, IX-EL appoints Distributorship on a nonexclusive basis to sell IX-EL manufactured Slim Spurling Light-Life® Tools (hereinafter called "Products"). IX-EL does not offer territory rights.
2. IX-EL reserves the right to sell directly to customers.
3. Distributor agrees that neither he/she, nor anyone in their company, will sell, market, or otherwise represent any reproductions of the Products.
4. With Products totaling 5.000,00 Euros, retail, Distributor receives 30% discount on the initial order and all following orders. Distributor orders per calendar year need to total 7.500,00 in order to maintain distributorship and 30% discount.
5. Distributor agrees to hold IX-EL and his employees and associates harmless from any claims or liability arising from or by the use of Products.
6. If distributor provides a valid European Tax ID number, invoice amount is reduced by German VAT.

1. TERRITORY:

- a. IX-EL does not offer territory rights within Europe or the United Kingdom.
- b. If territory rights are of interest, please contact us with an offer.

2. SALES:

- a) Sales volume is computed on the net Euro amount of Products sold by Distributor on a calendar year basis. Net amount is retail price minus current VAT of 19% minus distributor discount.
- b) Initial Distributor discount is 30%. The discount amount will be decreased in the following calendar year if sales volume is not met in the current calendar year.

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- c) Orders should be placed by email including the item number as shown on our order form.
- d) Payment is due with order.
- e) All sales are final.
- f) Products damaged in shipping must be returned for replacement within one week of receipt of delivery. Please be aware that the 3 ½ Cubit Light-Life Energy Rings will most likely bend during shipping. It is easy to straighten them, and returns will not be accepted because they are bent.
- g) Orders will be shipped within ten days of payment clearance unless products are out of stock or paperwork for customs take longer. In this case, IX-EL will inform Distributor within 2 business days of receiving the order.

Sometimes products are held at customs for unknown times. IX-EL is not liable for delays due to third party (customs, delivery agency, etc.) interference. Distributor pays for shipping. IX-EL typically does not drop ship, except in the case of emergencies and the Distributor's discount will be reduced 5-20% depending on the item(s) shipped. We usually ship DHL but reserve the right to use another carrier.

- h) Distributor shall keep a sufficient stock of Products for customer demand.

3. MARKETING ACTIVITIES:

- a. Distributor agrees to sell Light-Life Harmonizers with the Products included in the original shipment from IX-EL. The Personal and Environmental Harmonizers include a ½ Sacred Cubit Light-Life Energy Ring. All other Harmonizers include a 1 Sacred Cubit Light-Life Ring and one or two CDs, depending on the particular Harmonizer.
- b. Distributor agrees to update his or her website when necessary. Only Products that are on www.LightLifeToolsEurope.com can be on distributor's website, e.g. at workshops we offer Products that are intentionally not on our website. Some Products will only be available in the USA, but not Europe and the UK.
- c. IX-EL will provide pictures of Products to distributor.
- d. Only Distributors in good standing will be listed on IX-EL's website: www.LightLifeToolsEurope.com.
- e. Distributor is liable for his or her statements in regard to Products. IX-EL does not make any claims whatsoever as the Products may work differently for each person and situation.

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4. IX-EL reserves the right to amend, add, or discontinue Products at any time.
5. Any breach of this Agreement, by either IX-EL or Distributor, which cannot otherwise be resolved after good faith negotiations by the parties shall be resolved as follows:
 1. The claim shall be submitted in writing to the other party.
 2. Distributor and IX-EL agree to make every effort to resolve the dispute within 30 calendar days of the submission of claim.
 3. In the event the dispute is not resolved through the process identified above, either party reserves the right to pursue whatever legal actions they deem appropriate according to the laws of Germany.
- I. In the event IX-EL or Distributor pursues legal action, the prevailing party shall be entitled to have all costs of such action, including but not limited to reasonable attorney's fees and court costs, directly paid, or reimbursed by the losing party to such action.
- J. Jurisdiction shall be Miesbach, Germany.

Date: _____

IX-EL International GmbH
Katharina Spurling-Kaffl