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18. **Scope**

These General Terms and Conditions (GTC) for distributors, hereinafter also referred to as distributors, apply to all business transactions or the mediation of business transactions on *Gliszen.com*. They are part of the agreement between the distributors and Gliszen.com itself, hereinafter also referred to as the company and / or the society and / or the organization.

 Distributor (sales partner) in the sense of this provision is every freelance small and micro entrepreneur who pursues an independent sales activity, has declared this to the appropriate regional authorities, and wants to start a corresponding sales activity on Gliszen.com.

Attention:

Gliszen.com points out that it is not the company's task to verify the validity and legality of distributors' business and its registration. Consequently, it will not be responsible for any misconduct on the part of distributors regarding bogus self-employment or other misrepresentations.

1. **Contractors**

By agreeing to a partnership, the distributor (sales partner) equally enters into a verbal contractual obligation with the company, represented by

Jaikaski, Owner: Kimberley Sacha-Gaye Walters, 13 Lissant Road, Kingston CSO, Kingston W. I. Jamaica, Registered at Companies Office of Jamaica - Registration no: 4131/2021, TRN no: 122324595/1 - +1876 421-2979 / *k-walters@gliszen.com*

and / or

Guangzhou Gliszen Technology Co., Ltd 1609, Building 3, No. 288, South Shixing Dadao Road, Shibi Street, Panyu District, Guangzhou City, Guangdong, 510630 China - Registered at the Guangdong Provincial Government of P.R. China - Registration no: 91440101MA9Y5WUU5 G - +49 178 28812-66/ *f-jarrar@gliszen.com*.

1. **Acceptance of the applicable documents**

By agreeing to these General Terms and Conditions, the distributor equally agrees to the legality of the following applicable documents and their contents:

1. Part *A General Terms and Conditions (GTC) for end consumers*
2. Part *B General Terms and Conditions (GTC) for commercial customers (B2B)*
3. *General Terms of Use*
4. The *Gliszen Code of Conduct (GCC)*
5. The *Private Policy & Data Security*

By accepting these terms and conditions, the distributor recognizes that he is respecting the rights of customers and trusts that Gliszen.com will respect and protect his own the same equally.

1. **Importance of interacting with Gliszen.com**

Gliszen.com offers the cooperating distributors a platform to establish an independent URL and thus successfully promote the products included in the website's portfolio. In addition, distributors are free to link this URL to their own social networks, subject to the *General Terms of Use* for Distributors and the *Gliszen Code of Conduct (GCC).*

For the use applies among other things:

1. Careful handling. The sales partner is obliged to handle the platform (URL) made available to him and its contents carefully and responsibly.
2. Photographs and videos from Gliszen.com. Photographs and videos provided by the company and its cooperating partners must be protected from misuse.
3. Other photographs and videos Distributors are required to respect copyrights and the rights of third parties, in particular with regard to photographs and videos of third parties.
4. Promotion of other products. The promotion of external parties’ products on Gliszen.com is prohibited. Similarly, the uploading of images and videos to promote products that do not belong to the company and its cooperation partners is also strictly prohibited.
5. Representative character Gliszen.com is a cosmopolitan and tolerant company. It advocates and promotes diversity and demands the same from its distributors. For this reason, distributors must respect the freedom, independence and individuality of each individual, distance themselves from racism, sexism and religious intolerance and reject the use of violence against others.
6. Own social networks If Distributors violate the provisions defined in paragraph E. on their own social networks, it is at the discretion of the liberties of this person to do so. However, if this becomes known, Gliszen.com will distance itself from these individuals in the strongest possible terms and will consider cancelling the business relationship.
7. **Conclusion of contract & order execution**

For B2C sales, the following applies:

* 1. The distribution partner has its own URL with a separate shopping cart for customers.
	2. Upon completion of a purchase by the client, the distribution partner as well as Gliszen.com itself will be informed automatically.
	3. The customer receives an automated order confirmation with the essential contents of the contract and the information about the purchased goods.
	4. Further information is received by the manufacturing cooperation partner as well as by the cooperating logistic company, which in turn initiate the processing of the order.
	5. If the order has been executed and the goods have been delivered to the customer, the distributor has the right to receive payment of the commission after the expiry of a 14-day right of withdrawal (see *A General Terms and Conditions* (*GTC) for end consumers)* (see point 6.2.).

For B2B sales, the following applies:

* 1. Business transactions with a correspondingly higher order volume in the B2B area are not processed automatically, since the delivery modalities and the sales prices can vary, but do not have to.
	2. The distributor can handle B2B orders from its clientele in two ways:
		1. The customer sends his request directly to Gliszen.com.
		2. The customer addresses his request to the distributor, who in turn seeks contact with the head office and communicates the order.

In order to protect the interests of the distributor, the company recommends that the procedure set out in section 5.7.2 be followed. The payment of any commissions accruing can be tracked more practically under these conditions.

* 1. Further essential information on B2B business transactions per se, their payment modalities and their handling can be found in the relevant GTCs (*B General Terms* and *Conditions (GTC) for commercial customers (B2B)*).
1. **Prices, payment and commission**

Gliszen.com and its cooperation partners will define harmonized prices that include a commission fee for sales representatives (distributor).

Distributors have to take into account possible import VAT rates and customs costs that could be claimed.

In this regard, the company recommends contacting the local authorities at an early stage.

* 1. Prices are composed as follows:
		1. Price of the cooperation partner, which is based on the target markets.
		2. Cost of inland transportation within China.
		3. Costs for handling the orders (handling costs) on the part of the logistics partners (repacking / packing, labelling and tagging, etc.)
		4. Percentage profit sharing for Gliszen.com and its distributors.

Prices quoted are always net prices. Any applicable taxes and customs duties must be taken into account and paid by the distributors and / or their clients.

* 1. Payment & Commissions
		1. The amount of the commission lump sum is usually 35% of the net prices of the products, unless otherwise agreed in writing. Here, 20 to 25% is for the benefit of the sales representative, depending on his / her status in the organization, and 10% is for the benefit of the company, which needs it to cover its own costs and guarantee the maintenance of the system.
		2. A commission of 20% is paid to regular sales agents / sales representatives. Regional sales managers receive 25% of the net sales price. In addition, regional sales managers receive a further 5% from the revenues generated by the sales agents they supervise. This is an expense allowance for administrative activities that the regional sales managers have to perform.
		3. For administrative reasons, each regular sales agent / sales representative is subject to a regional sales manager, which is why a percentage of 25% is always paid out with each purchase, and the organization never claims more than the 10% mentioned under 6.2.1.
		4. The distributor is entitled to a commission after the 14-day withdrawal period has expired.
		5. For logistical and practical reasons, any commissions accrued will be retained for the time being and only paid out at the end of the month.
		6. Gliszen.com will charge a handling fee for any payment or special payment that deviates from regulation 6.2.5.
		7. The company will initiate the payment through the usual commercial channels, such as bank transfer, credit card or standard online payment services as presented on the website. In doing so, the company retains the right to choose the most cost-effective payment method in the interest of both parties.
		8. The pricing and commission structure discussed in this chapter is not applicable to the B2B area. These must be negotiated separately, in accordance with the nature of this business model.
1. **Delivery performance**

Although customer satisfaction, and therefore the satisfaction of our sales staff, is an essential aspect of the Gliszen.com philosophy, and delivery performance in particular is an essential part of this, Gliszen.com cannot guarantee 100% that all deliveries will arrive or be completed just-in-time.

The company always strives to optimize procedures and processes to the best of its ability. However, there are various factors outside the company's sphere of influence that need to be taken into account and occasionally stand in the way of optimal delivery performance.

Accordingly, our terms and conditions apply as follows:

* 1. The customer purchases on the basis of the stock of goods declared by the manufacturing cooperation partner.
	2. The manufacturing cooperation partner will initiate the provision of goods immediately after receipt of the order, but no later than the following calendar day.
	3. After successful completion of the order, the manufacturing cooperation partner sends the goods to the responsible logistics partner, who is responsible for the further execution of the order.
	4. If the stock of goods changes to the negative between the receipt of the order and the dispatch of the package, so that the ordered item can no longer be delivered, the company will inform the sales representative in writing as soon as this becomes known.
	5. The company as well as its cooperating partners do not assume any liability for events of force majeure that negatively affect a delivery performance.
	6. For possible payment of customs and tax duties, the ordered products should not exceed the allowances in their value. Both the customer and the distributor are responsible for obtaining information on whether and in what amount these allowances are available. The Distributor is obliged to inform the customer about this fact in advance of the order and to refer to the relevant statute of the GTC.
	7. The company's cooperating manufacturers are responsible for maintaining the inventory on Gliszen.com. In the event that failures in this regard should stand in the way of timely delivery, or even if delivery is not possible, Gliszen.com assumes no liability for this.
	8. In the event of the occurrence of the scenario defined in section 7.7, Gliszen.com will inform the Distributor in writing as soon as it becomes known.
	9. If Gliszen.com determines that the scenarios defined in point 7.7. are repeated more frequently and the cooperating manufacturer and its performance prove to be unreliable, the company will sanction it in the interest of the distribution partners. This may lead to the exclusion of the manufacturer from the website.
	10. The provisions on delivery performance according to the criteria defined in this Chapter 7, with the exception of points 7.4. to 7.9., apply only to B2C transactions.
	11. B2B transport handling is handled separately and on demand according to its business nature (*B General Terms and Conditions* (*GTC) for commercial customers (B2B)*). The communication of this takes place by e-mail with attached offer and contractual formalities.

**Attention:**

From 01.07.2021, new import regulations (IOSS) will apply to the European Economic Area.

For this reason, please explicitly draw the attention of your clients, and in particular the end consumers within the EU, to the fact that, in view of this, only logistics service providers qualified for this purpose should be selected.

Gliszen.com will label them accordingly.

1. **Complaints & Right of Refund**

In the event of the following situations occurring, the customer has the right to a refund, which must also be partially respected by the distributors:

* 1. Withdrawal & Cancellation

The customer has the right to cancel his order previous to the delivery and furthermore, he is granted a 14-day period to withdraw his order after he received it.

He does not have to give reasons for this.

This is an inviolable law of international commerce and is applicable to most nations. Gliszen.com will take steps to otherwise satisfy the customer in order to avoid the burden of refund and thus the refund / withholding of commission.

These measures may possibly result in a reduction in order-related commissions.

**Attention:** The right of withdrawal only applies to end customers, i.e., B2C clients.

If the buyer insists on his right of withdrawal, the distributor is required to waive his commission.

* 1. Warranty End customers (B2C) as well as business customers (B2B) are entitled to a 2-year warranty period. In this context, warranty means that the item is to be delivered free of any defects and will continue to fulfil its function for a further 2 years if used properly. Wear and tear are excluded from this provision, provided that the wear and tear is due to proper use. In case of a defective delivery, Gliszen.com and its cooperation partners are obliged to either repair the damage, provide a replacement, or reduce the price, whichever is more reasonable in relation. **Note:** The right to warranty applies to both, end customers (B2C) and business customers (B2B), and the manufacturer is responsible for safeguarding it. The distributor's right to commission compensation therefore remains unaffected here.

* 1. Product liability & claim for damages The person who manufactures products or places them on the market is obliged to ensure that no danger arises from these products. Against this background, customers are to be protected against damage to life, body and health and to property other than the defective item itself. **Attention:** The product liability laws are applicable to B2B as well as B2C customers and vary regionally. In the first instance, the manufacturer is liable for damages and breaches. In some regions, however, the importer is held equally responsible, as it is the importer who placed the goods on the market. **Distributors** **are** therefore **urged** to familiarize themselves with the regional regulations regarding product liability and product safety before selling goods, and to make sure which products on Gliszen.com comply with these regulations - see also Chapter 9 "Product Safety".
	2. For further information on the application of the topics set out in points 8.1. to 8.3., please refer to Part A. and Part B. of these Terms and *Conditions (B General Terms and Conditions (GTC) for commercial customers (B2B)* & *A General Terms and Conditions (GTC) for end consumers*).

If one of the scenarios described in sections 8.1. to 8.3. occurs, Gliszen.com will inform all cooperation partners involved in the transaction, including the cooperating distributors, immediately after the incident becomes known, in order to determine response measures together with them.

1. **Product safety laws and their application at Gliszen.com**
	1. Product Safety Laws

The US Consumer Product Safety Improvement Act (CPSIA) of the Consumer Product Safety Commission (CPSC) as well as Regulation (EU) 2019/1020 of the European Parliament and of the Council, and here explicitly Regulation 2001/95/EC of the European Commission on general product safety, are examples of regulations to ensure product safety in the United States of America and in the European Union.

They represent binding regulations which must be complied with in order to bring goods into circulation in the relevant economic areas and apply to all parties, irrespective of their place of business. They supplement the provisions on product liability (see 8.3.) and can be sanctioned with high penalties in the event of infringement and / or liability.

Therefore, we strongly recommend that distribution partners,

1. be aware of the need to comply with such regulations even before promoting the products of Gliszen.com and its partners,
2. and to check the conformity or non-conformity of various articles with these specifications before they are sold,
3. and if in doubt, refrain from selling.

The cooperating manufacturers are obliged to define information regarding product conformity in the product description.

Questions from sales staff in this regard are received at *regulatory@gliszen.com* and will be forwarded to the subject departments.

* 1. Product liability & product safety Product liability is closely linked to product safety regulations, as many product liability cases have their origin in disregard for product safety. It states that the manufacturer of the product is obliged to pay compensation to the injured party if someone dies, their body or health is injured or something other than the defective item itself has been damaged as a result of a defect in a product. A product is defective if, taking all circumstances into account, it does not offer safety, in particular in
1. his performance,
2. his reasonable Expected use,
3. the date of placing it on the market,

which one can reasonably expect from it.

According to the laws of some countries and regions, the entire supply chain is liable for violations of these regulations.

* 1. Gliszen.com is unable to review and validate all global compliance requirements to determine which products meet which regional regulations. We therefore recommend that our distributors always contact the compliance team at *regulatory@gliszen.com* if in doubt or if they have any questions.

1. **Extended exclusion clause**
	1. Distributors on Gliszen.com are not allowed to promote products on the platform that are in direct competition with Gliszen.com products. The same applies to uploading videos and photos, as well as linking to other websites and social media that are in direct competition with the organization.
	2. Linking to websites and social media that provide products that Gliszen.com does not offer may be permitted after successful verification by the organization. However, the formulation of such a request must have taken place in advance and must have been approved by the organization.
	3. This statute applies in particular to content that is contradictory with the *Gliszen Code of Conduct (GCC)*, such as pornographic content or discriminatory depictions of any kind.
2. **Contract language**

As an internationally operating company, Gliszen.com always strives to acquire customers and cooperation partners worldwide. Nevertheless, it is not always possible to publish all binding and obligatory documents in all languages. Therefore, **only the English versions of** the General Terms and Conditions as well as all other documents are **legally binding**. Other languages are for orientation purposes only.

1. **Membership**

To apply for distribution membership, write to us at *distributor@gliszen.com*.

1. **Communication**

The company provides its cooperating partners and clientele with several communication options.

Among other things, various e-mail addresses can be found on Gliszen.com, which enable the participants to send topic-related inquiries by e-mail to the respective departments.

Another essential medium for communication is the Gliszen.com chat system.

Each account has such a chat window, through which a direct connection to the Gliszen.com administration can be established, and furthermore the communication with the other cooperation partners is guaranteed.

Especially in the operational area, this chat system represents a very efficient way of communication exchange.

For this reason, all parties and likewise all customers are called upon to regularly check their notifications on the portal, primarily in anticipation of a response to a concern not specified here.

1. **Confidentiality and non-disclosure clause**

The contracting parties agree to take care of a responsible cooperation.

This applies in particular with regard to the disclosure of information to third parties and / or with regard to the processing of information of the other party, should information in this regard be obtained.

This applies to:

* 1. Price agreements communicated on the portal with third parties, which are contrary to the advertised prices of Gliszen.com and are therefore classified as damaging to business, unless this has been expressly agreed in writing.
	2. To contact and / or attempting to contact the manufacturing cooperation partners of Gliszen.com, unless such action has been explicitly agreed in writing, and / or the cooperation manufacturer is entitled to actively establish contact due to his member status.

Such violations will be considered a breach of trust and will result in immediate exclusion from the portal.

Conversely, the organization also undertakes to act in accordance with these provisions and to respect the confidential information of its partners.

1. **Place of jurisdiction & final clause**
	1. The law of the island state of Jamaica shall apply to the contractual relations between the Distributors and the company. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.
	2. Should any provision of these GTC be / become invalid, the validity of the remaining provisions shall not be affected thereby. The parties undertake to replace the invalid provision with a valid provision that comes as close as possible to the invalid provision.
2. **Supplementary documents**
* *A General Terms and Conditions (GTC) for end consumers*
* *B General Terms and Conditions (GTC) for commercial customers (B2B)*
* *General Terms of Use*
* *Gliszen Code of Conduct (GCC)*
* *Private Policy & Data Security*