

Wholesale Terms & Conditions

Her Comfort Club (ABN 80 354 795 876), 2/99 Stanhill Drive, Surfers Paradise QLD 4215 ("Supplier")
Effective for all wholesale orders placed via the Stockist Portal

By purchasing stock from Her Comfort Club you agree to the terms and conditions below. These terms apply between Her Comfort Club ("Supplier") and the purchasing business ("Retailer") from the Retailer's first wholesale purchase, and to every subsequent order.

1. Wholesale terms

The Retailer purchases products at the wholesale prices in the Supplier's current price list. The Supplier may modify wholesale pricing at any time; changes apply to orders placed after the change. Minimum order quantities are as specified in the current price list. Payment is required prior to shipment via electronic invoice (credit card, debit card, PayPal or bank transfer); no NET 30/60 terms are offered. RRP's are provided as a guideline — the Retailer sets its own retail prices but is encouraged to maintain pricing that supports the brand's premium positioning.

2. Ordering and delivery

All orders must be placed through the Stockist Portal and invoiced electronically. Orders ship via Australia Post Express, 1–2 business days from payment confirmation. The Supplier makes reasonable efforts to maintain stock but does not guarantee immediate availability.

3. Returns and defects

Products damaged in transit or defective may be returned within 14 days of receipt for full refund or replacement — notify the Supplier immediately with photographic evidence. Non-defective returns are not accepted unless agreed in writing prior to purchase. The Retailer manages its own customer returns.

4. Intellectual property and branding

All trademarks, branding, product designs and specifications remain the exclusive property of Her Comfort Club. The Retailer receives a limited, non-exclusive licence to use supplied marketing materials solely to promote and sell Her Comfort Club products. The Retailer agrees not to reverse engineer, copy, replicate or commission similar products based on Her Comfort Club designs; not to share product specifications, supplier or manufacturing details with third parties; and not to use knowledge gained from selling the products to create competing products. Violation results in immediate termination and may result in legal action for damages.

5. Territory and sales channels

The Retailer may sell products at the business location(s) advised at account opening and on their own official website, marketed in line with brand guidelines. Sales via third-party marketplaces (Amazon, eBay or similar) or social media commerce platforms require prior written consent. The Retailer may not resell to other businesses or wholesalers. Territory exclusivity is not granted by default and may be offered by separate written agreement.

6. Term and termination

These terms apply from first purchase until terminated by either party with written notice. The Supplier may terminate immediately for unpaid invoices, damage to brand reputation, breach of these terms, unauthorised online sales, or attempts to replicate products. On termination the Retailer must pay outstanding invoices, remove Her Comfort Club branding, cease representing themselves as a stockist, and destroy or return proprietary materials. Sections 4, 7 and 8 survive termination.

7. Liability and indemnity

The Supplier warrants products are free from defects in materials and workmanship under normal use; liability is limited to replacement or refund of defective products. The Retailer indemnifies the Supplier against claims arising from the Retailer's sale or use of products, except where caused by product defects. Total liability shall not exceed amounts paid by the Retailer in the preceding 12 months.

8. Confidentiality

Both parties keep confidential all pricing, terms, product specifications, supplier information, manufacturing details and business information disclosed during the relationship. Product specifications, materials, construction methods and supplier relationships are trade secrets of Her Comfort Club.

9. General

These terms, together with the current price list and invoice, form the entire agreement for wholesale supply. Amendments must be agreed in writing or issued by the Supplier as updated terms applying to subsequent orders. Governed by the laws of Queensland, Australia. The Retailer is an independent contractor. Rights may not be assigned without written consent. If any provision is unenforceable, the remainder continue in force.

Questions? Email Support@hercomfortclub.com — we respond within 24 hours.