

NEW ACCOUNT FORM

Company Name: _____

Your Full Name & Title: _____

(Please list all partners / buyers, etc. with titles.)

Billing Address: _____

City/Town: _____ State/Province/County: _____ Postal Code: _____

Country, if outside USA: _____

Shipping Address *(if different from Billing)*: _____

City/Town: _____ State/Province/County: _____ Postal Code: _____

Country, if outside USA: _____

Ship to Address *(Check one)*: Commercial Address Residential Address

Phone (Day): _____ (Eve): _____ (Mobile): _____

Fax #: _____ Email: _____

Federal Tax ID or Resale Number: _____

Type of Business *(Check one)*: Corporation Partnership LLC Individual

State of Corporation: _____ Year Established: _____

Where did you hear about us? *(Please be as specific as possible.)* _____

Customer warrants that he/she will comply with all labeling requirements of the federal and state laws pertaining to food, drugs and cosmetics. (CFR - Code of Federal Regulations Title 21). Clients outside of the USA are responsible to comply with all rules and regulations of their Country.

All sales are subject to Brushes by Karen's Policies, Terms and Conditions. Placement of your order with Brushes by Karen indicates that you have read & accept without exclusion all of our policies terms and conditions. IF YOU DO NOT UNDERSTAND ANY OF THESE TERMS, IT IS YOUR RESPONSIBILITY TO ASK.

By signing, you agree to have read the attached terms & conditions and acknowledge your responsibility as a distributor of cosmetic products manufactured & distributed by Brushes by Karen, Inc.

Electronic Signature Agreement (where applicable): By signing, you agree that your electronic signature is the legally binding equivalent to your handwritten signature. It has the same validity and meaning as your handwritten signature. You will not, at any time in the future, repudiate the meaning of your electronic signature or claim that your electronic signature is not legally binding.

"I am in complete agreement to the terms and conditions of sale."

Signed: _____ Date: _____

Print Name: _____

Company Name: _____

TERMS & CONDITIONS OF SALE:

Full terms are available online at <http://brushesbykaren.com/infolist/terms>

*** MINIMUM ORDER**

Our minimum order is only \$100.00 / Must be 3 PCs and up per item. Orders that are shipped outside of the USA require a \$250.00 minimum order and 12 PCs and up per item. (Sorry – No Exceptions to our minimums. We are a wholesale company. You must be a re-seller within the industry to order).

*** PAYMENT**

We accept Visa, MasterCard, Discover or American Express.

OUR CREDIT CARD AUTHORIZATION FORM MUST BE FILLED OUT TO OUR SATISFACTION AND RETURNED TO US PRIOR TO SHIPPING OR TRANSACTIONS CAN BE MADE VIA OUR ONLINE PAYMENT CENTER.

Resale # must be given or order may be subject to sales tax. Any tax that is collected cannot be refunded after the fact.

FIRST TIME ORDERS AND SUBSEQUENT ORDERS OVER \$500.00 MUST BE GUARANTEED ON A CREDIT CARD OR PRE-PAID WITH CERTIFIED CHECK OR MONEY ORDER. WE DO NOT ACCEPT POST DATED CHECKS.

Orders over \$5,000 must be paid via wire transfer. Please note that we charge a \$20.00 wire fee to your invoice.

*** PLATES / ARTWORK FEES**

All custom ordered and imprinted merchandise require a half deposit at time of order.

Die plates and any additional art fees (if applicable) must be prepaid at time of order and are nonrefundable. BBK retains ownership of all die plates. A die plate fee is a service fee and does not constitute customer ownership of die plate.

*** ERRORS OR PROBLEMS**

Please report any errors within 48 hours of receipt of your order. If you received an item sent in error (on our part), we will issue a call tag to pick up the merchandise. The correct merchandise will be sent out to you immediately.

*** DAMAGED ITEMS**

Please call us immediately! We will contact your local U.P.S. office for a damage inspection. BE SURE TO LEAVE THE DAMAGED GOODS IN THE ORIGINAL SHIPPING CARTON. We cannot replace a damaged shipment if a claim has not been properly placed with UPS or carrier of record.

*** RETURNS**

Please Order Carefully. We Cannot Accept Any Returns. DO NOT SEND MERCHANDISE BACK WITHOUT CALLING FOR AN AUTHORIZATION NUMBER. ALL RETURNS MUST BE GIVEN AN AUTHORIZATION NUMBER. ALL RETURNS WITHOUT AUTHORIZATION WILL BE REFUSED! Any returns that are given authorization must be in their original and re-sellable condition.

Returns and Cancellations are subject to a 15% restocking charge. (Unless the error was ours).

Deposits and payments taken against imprinted or custom-made orders are not refundable.

*** RETURNED CHECKS & FEES**

There is a \$20.00 fee on any returned check. This fee is in addition to the original check amount. Future orders are held until the check and fee are paid in full. Refunds to credit cards (due to customer error, changes or cancellation) are subject to a 4% processing charge deducted.

*** DEPOSITS / LATE FEES / ETC.**

Deposits and payments taken against imprinted or custom-made orders are not refundable. Clients are responsible for accepting completed custom orders within 30 days of notice of completion. There is a 2% finance charge, per month on all orders past 45 days. If it ever becomes necessary to use the services of a collection agency, the client will be responsible for agency fees, in addition to the amount due to Brushes by Karen. Future orders are held until payments and any fees are paid in full.

Continued...

TERMS & CONDITIONS OF SALE Continued:*** SHIPMENT REFUSALS**

Once you have placed an order, you are responsible for accepting delivery. If an order is returned due to it being refused or if no one is there to accept it or pay the C.O.D. amount, you will be responsible for the shipping charges and 15% restocking fee. If re-shipped, both freight charges will be imposed. No further orders will be shipped until your account is clear. Please make arrangements to accept your shipments.

*** SUGGESTION**

Since we do not take returns – If you are unsure of an item, we will allow you to try one piece of it (one time only), within your “Minimum Met” order- to see if you like it. This way you are not stuck with unwanted merchandise. Re-orders of the same item must be 3 PCs or more. *** Please Know The Exact Name Of The Item That You Wish To Order. We Cannot Be Held Responsible For Sending The Wrong Item If We Are Not Given Its Proper Identification. ***

*** PLEASE NOTE:**

In order to ship all of our clients in a timely fashion, once the order has gone through processing we are unable to make any changes. Additional merchandise needs must be treated as a new order and meet our minimums. We require approximately

2 – 3 working days to process most orders (longer for custom packed or printed merchandise). Next Day or 2nd day air will speed up the time in transit – not our processing time. Rush orders may incur an extra charge. Shipping is made with UPS unless otherwise specified & agreed upon. Shipping charges will appear on your invoice and are not known to us until the package is packed, weighed and entered into the system. You are responsible for any and all charges. BBK is not responsible for carriers delivery schedules or time of delivery.

*** OUT OF STOCK ITEMS**

Although we try to keep a large inventory of each item in stock, occasionally problems do occur. If an item is out of stock, we will do our best to let you know at the time of order. Out of stock items will be taken off of your order. We ask that you re-order it next time. If an out of stock item is expected in shortly, we will let you know so that you may have the option to hold your order and ship when we are restocked. If you do not want to wait, we ask that you re-order these items next time. You will be charged shipping on reorders.

*** INTERNATIONAL SHIPMENTS COMPLIANCE PLUS DUTIES & TAXES**

When ordering from Brushes by Karen, you (The ‘Customer’) are responsible for assuring the product can be lawfully imported to the destination country. You are responsible for any and all regulatory compliance. The recipient is the importer of record and must comply with all laws and regulations of the destination country. Orders shipped outside of the United States may be subject to import taxes, customs duties and fees levied by the destination country. The recipient of an international shipment may be subject to such import taxes, customs duties and fees, which are levied once a shipment reaches the recipient's country. Additional charges for customs clearance must be borne by the recipient; we have no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country; you should contact your local customs office for more information. When customs clearance procedures are required, it can cause delays beyond our original delivery estimates. If any customs, duties, and taxes are charged back to us, we reserve the right to invoice Customer.

AS A PRIVATE LABEL COMPANY YOU ARE PROHIBITED FROM USING OUR COMPANY NAME IN ASSOCIATION WITH YOUR SALES & MARKETING.

WE DO NOT ALLOW THE SALE OF OUR ITEMS ON EBAY OR SIMILAR ONLINE AUCTIONS.

NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS. TERMS & CONDITIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE

WE RESERVE THE RIGHT TO REFUSE DELIVERY IF OUR TERMS AND CONDITIONS ARE NOT MET. PRICING AND ITEMS ARE SUBJECT TO CHANGE WITHOUT NOTICE. CUSTOMER WARRANTS THAT HE/SHE WILL COMPLY WITH ALL LABELING REQUIREMENTS OF THE FEDERAL AND STATE LAWS PERTAINING TO FOOD, DRUGS AND COSMETICS.

IF YOU DO NOT UNDERSTAND ANY OF THESE TERMS, IT IS YOUR RESPONSIBILITY TO ASK.

LEGAL INFORMATION

By purchasing products advertised on this website, the customer agrees to abide by all terms and policies as set forward by Brushes by Karen, Inc. (hereinafter referred to as "BBK"). BBK products are carefully formulated in strict accordance with the U.S. FDA Good Manufacturing Practices guidelines. We take pride in our products, and are careful to bring you the very best ingredients and formulations available.

The information provided by BBK is for informational purposes only, and we do not make medical claims for our products. BBK products are not intended to diagnose, treat, cure, or prevent disease. If you have any medical questions, speak with your doctor. Products should only be used as directed. Complete ingredient lists are provided on the product label and/or in the accompanying product information. Customers who experience sensitivity or allergy while using our products are advised to discontinue product use and consult a physician. BBK cannot be held liable for misuse of our products.

You are solely responsible for the proper use of products offered on BBK. Because each person's skin is unique, we make no warranties, expressed or implied, regarding the effectiveness of products. You are using products listed on our site at your sole risk and are responsible for all actions and consequences of usage. Always patch test products before use. You agree to indemnify and hold harmless BBK from and against any and all claims, charges, demands, damages, liabilities, losses, expenses, and liabilities of whatever nature and howsoever arising (including but not limited to any legal or other professional fees and the costs of defending or prosecuting any claim and any other direct or consequential loss) incurred or suffered directly or indirectly as a result of using any product listed on our website.

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Fraud Protection Program

We reserve the right to refuse to process an order due to suspected fraud or unauthorized or illegal activity. If such is the case, we may reject your order or our Customer Service department may call you at the phone number you provided to confirm your order. We also reserve the right to cancel any accounts or refuse to ship to certain addresses due to suspected fraud or unauthorized or illegal activity. We take these measures to protect our customers as well as ourselves from fraud or other unauthorized or illegal activity.

Intellectual Property and Copyright

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