

TERMS&CONDITION

1. Terms of sale: All new accounts will be shipped C.O.D. or cash up front until further credit arrangements are established.
2. All prices are subject to change without notice. In addition, Ben's Beauty Supply Dist. is not responsible for typographical errors in our price book.
3. All shortages and /or damages must be reported to customer service within 48hours with receipt of goods.
4. In the event that returned products are neither damaged nor wrongly delivered, there will be a 15% restocking fee.
5. All merchandise is shipped by freight collection.
6. If payment is made within given term condition (30days) freight deduction from invoice will be allowed.
7. If you account becomes past due, freight deduction will not be allowed.
8. If payment is not made in accordance with credit terms, Ben's Beauty Supply Distributor Inc., in addition to its other legal rights, shall be entitled to a finance service charge at the rate of 1.5% month (18% per annum) on any unpaid balance. If a collection agency is used, all fee incurred by Ben's Beauty Supply Distributor will be debited to the customer.
9. We reserve the right to limit order quantities. All items must be purchased in full cases.
10. All returned checks shall be charged a \$35.00 service fee.
11. There are no warranties, expressed or implied, of merchantability, fitness for a particular purpose or otherwise, which extend beyond the manufacture's description of the label of each product.
12. Ben's Beauty Supply Distributor Inc., will not be deemed responsible nor held liable for any damages or claims for injuries, whether intentional or accidental, relating to the misuse of any product.

_____ I have agreed to above terms and conditions.

_____ I have disagreed to above terms and conditions.

TERMS & AGREEMENT

The undersigned("purchase") agree that all purchases made by purchaser form Ben's Beauty Supply Dist., Inc. or any of its subsidiaries and affiliated entitles("seller")are subject to the following terms and conditions.

1. All amounts due for goods and services purchased from seller are payable at the seller's distribution facility from which the goods and services are delivered. Purchaser acknowledges that such amounts are not payable in installments, but payable in full as stated herein.
2. All amounts due seller are payable in accordance with the payments terms granted by seller's credit department from which the goods and services are delivered. I any amount due seller is not paid in accordance with such payments terms, a delinquency charge shall be added to the due sum, which charge shall equal the amount obtained by multiplying the delinquent balance by 2(2%)percent per month or the maximum lawful rate permitted to be charged under applicable state's law.
3. Purchase shall pay seller a service charge in the amount of \$35.00 for all checks returned by purchaser's bank.
4. In the event the account is placed with an attorney or other agency for collection, or suit is brought on same, or the same is collected through any Judicial proceeding whatsoever. Purchaser shall pay 33 1/3% attorney's fee of the amount due hereunder and court costs incurred by seller.
5. Purchaser shall notify seller by certified mail of any charge of ownership of purchaser. Purchaser warrants to seller that al financial information finished for the purpose of obtaining credit is true, correct, and complete in all material respects purchaser authorizes seller in correction with credit evaluation of purchaser at any time during purchase's relationship with seller to investigate all references furnished and to obtain credit reports from any lending institution and/ or credit reporting agency.
6. The parties hereby agree that any litigation involving this agreement or a sales made by seller to purchaser shall be litigated in the state or county court where the seller's principal place of business is located. All parties hereby waive any defenses of jurisdiction that may now or hereafter exist.
7. If purchaser ceases doing business with seller for any reason. Purchaser will immediately purchase from seller all remaining proprietary/special order items in the seller's inventory.
8. Unless noted on the original delivery receipt at the time of delivery or seller is notified in writing of any such nonconformity within 3days of delivery by certified mail, purchaser expressly agrees that seller shall not be responsible for any product non conformity as to quantity, or pride.
9. Except as to the quantity of goods ordered, no terms and conditions set forth in any purchase order or other from of purchaser will apply to sales by seller to purchase.

Purchaser

Signature/	date	Type or pint name of proprietorship, partnership, corporation
Print name	Title	

INDIVIDUAL PERSONAL GUARANTY

- I, the undersigned, for and in consideration of your extending credit at my request to purchaser as identified in this application,(the "company"), personally guarantee prompt payment of any obligation of the company to ben's beauty supply dist., inc. and each of its subsidiaries and affiliated entitles("seller"). Whether now existing or here after incurred, I furthered agree to bind myself to pay on demand any sum that is due by the company to seller whenever the company fails to pay. It is understood that this guaranty shall be obsolete and continuing for such ineptness of the company and may only be revoke by formal written notice of revocation of guaranty delivered to Seller by certified mail, which shall become effective three business days after receipt by Seller.
- I expressly waive: presentiments, demand, protest, notice of protest, dishonor, diligence, notice of default or nonpayment, notice of acceptance of this guarantee, notice of the extending of any guaranteed indebtness already or here after contracted for by the Company, notice of any modification or renewal of any credit agreement evidencing the ineptness here by guaranteed, notice of any renewals or extensions of such ineptness, and I expressly consent to any modification or renewal or nay credit agreement evidencing the herby guaranteed and to all renewals or extensions of such indebtness. I further waive any right to require seller to proceed against, or make any effort at collection of the guaranteed indebtness form the company or any other party liable fur such indebtness.
- If the guaranteed indebtness is not paid by me when due, and this guaranty is placed in the hands of an attorneys for collection, or suit is rough hereon, or it is enforced through any judicial proceeding whatsoever. I shall pay 33 1/3attorney's fee of the amount due hereunder and court costs incurred by seller. The parties hereby agree that any litigation involving this guaranty shall be in the State or County where the seller's principal place of business is located, and all parties hereby waive any defenses of jurisdiction that may now or hereafter exist.
- In the event more than one party executes this guaranty as a guarantor, then each guarantor agrees to be severally liable for the guaranteed ineptness, and in all instance herein, the singular shall be construed to include the plural. Any use of corporate title is only to identify my position in the company and in one way negates execution of this guaranty in my individual capacity.

Witness _____ Date: _____

Guarantor _____ Date: _____ Address _____

Guarantor: _____ Date: _____ Address _____

Guarantor: _____ Date: _____ Address _____

CREDIT APPLICATION

*The following information is submitted for your consideration as a basis of an extension of us.

**please include a copy of your tax I. D number.

Customer Profile

Company name			
Owner's name		Social security #	
Address		Phone #	
City/state/zip		Fax #	
State resale tax #			

Trade Preference

(The following is a listing of whom my business is presently doing business with...)

Company name		Account name	
Address		Phone number	
City/state/zip		Fax number	

Company name		Account name	
Address		Phone number	
City/state/zip		Fax number	

Company name		Account name	
Address		Phone number	
City/state/zip		Fax number	

Bank Reference

Bank Name		Contact	
Saving account#		Checking account#	
Address		Phone number	
City/state/zip		Fax#	

I here authorize our bank(s) to release any information including saving and checking accounts to ben's beauty supply Distributors Inc.

Name (print) _____

Date: _____

Signature _____