



Iredale Mineral Cosmetics, Ltd. (IMC) STANDARD TERMS AND CONDITIONS

The following Terms and Conditions form part of every sale. IMC reserves the right to change these Terms and Conditions at any time, without prior notice.

Orders and Prices: Because no minimum order is required for single orders of established customers, a \$5.00 handling fee is charged on all orders under \$150.00. IMC offers a variety of opening order packages that will best suit the needs of your specific establishment. The annual minimum purchase amount for established customers is \$3,600.00. Quoted prices are subject to change without notice.

Payment Policy: IMC's Payment Policy is available on the IMC professional website www.janeiredale.com ("For Wholesale Customers") (the "IMC Professional Website") or by contacting the IMC Accounting department, 800-762-1132, ext. 3130 or amyw@janeiredale.com. In summary: IMC accepts Visa, Master Card and American Express credit cards as well as certified checks, electronic checks, and bank transfers. Check-by-phone is available by first contacting the IMC Accounting department. Applications for COD payment (maximum order of \$1,200.00) can be obtained from the IMC Accounting department. Payment terms are discouraged and are only approved following submission of an IMC credit application. Checks should be payable to Iredale Mineral Cosmetics, Ltd. A \$40.00 fee will be charged on all returned checks. **No order will be processed without payment for that order having been first properly secured in accordance with the policy, including, where applicable, the customer providing accurate and complete credit card information to cover the purchase.**

Customer Ownership Change: New Customers, who acquire the business of an existing account, must set up a new account with IMC. This is required in order for communication of IMC's policies, and to register the Customer's State Tax Resale Certificate and establish their payment method. IMC's minimum opening order does not apply in these situations.

Displays, Testers, Palettes and Palette Replacements: Under no circumstances are displays, testers, palettes, palette replacements or samples to be resold. Any such sale shall be grounds for termination of the customer's account. Orders for testers may not exceed 10% of the dollar value of the corresponding retail product order.

Shipment and Delivery: Orders are shipped UPS Ground, 3-day, 2-day or Next Day at the UPS rate. Customer shall bear both the original and reshipping charge of any COD order refused or otherwise not delivered due to unavailability of customer. IMC reserves the right to make partial shipments.

Backorders: IMC automatically ships backordered product unless otherwise requested by the customer. In the event of a partial shipment, IMC will charge the customer at the time the backordered product is shipped. No additional freight charges will be charged customers for backordered products. Backordered products will not be shipped to COD customers absent IMC's receiving a re-order for such products.

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www.janeiredale.com

Internet Sales: A customer may sell IMC products only from a web site owned exclusively by that customer and operated under that customer's trade name. **No IMC products may be sold over any third-party web site, such as eBay, Yahoo, Drugstore.com, Amazon.com or the like.** Customers who use proxy names to sell through these channels or who knowingly sell to others who then sell through these channels **will lose** their ability to purchase IMC products. Complete details of the advertising and sales of IMC products on the Internet are available on the IMC professional web site at www.janeiredale.com, "For Wholesale Customers", under "Company Policies".

Sales Taxes: IMC charges sales tax on all products to all taxable business entities that do not provide a resale certificate in all states in which IMC has a sales tax reporting responsibility. IMC charges sales tax to all taxable business entities on all products that will not be resold in states in which IMC has a sales tax reporting responsibility. These products include, but are not limited to, displays, testers, palettes, palette replacements, and marketing material. Customer should direct any questions about their sales tax status to their tax advisor.

U.S.Sales: Wholesale accounts may not sell products into countries in which IMC maintains a third-party distributor, either now or at any time in the future. Check the IMC website www.janeiredale.com ("Where to Buy", "International Distributors") for a current list of countries.

Trademarks and Copyright: Customer is permitted to use *jane iredale*[®] and other IMC marks, and IMC promotional materials, images and copy, solely in connection with IMC products and solely in a manner approved by IMC. Please refer to the IMC Professional Website for the policy, "Terms of Use for Copyrighted Material".

Warranty: IMC warrants that the products sold by description or sample shall substantially conform to such description or sample. IMC's warranty shall not apply in the event of any physical or chemical change to the product (including its packaging) made by the customer or consumers. In no event shall IMC be liable for incidental or consequential damages.

Returns, Limitation of Liability, and Remedy: IMC will process returned product only in accordance with the terms of its Returns Policy as may be in effect from time to time, available on the IMC Professional Website. Customer must inspect all goods delivered for damage, defect, shortage, or overage immediately upon receipt and notify IMC within five (5) business days of delivery of any claims of defective or damaged product or shipping error. Customers' sole remedy for any defective or damaged product or for any shipping error shall be product replacement or exchange or account credit in the amount of the wholesale price for such product. **Customers must have received a Return Authorization (RA) number from IMC before returning any products. Any returns shipped to IMC without an RA number will be refused.**

Termination of Customer Account: Upon IMC's termination of a customer account for any reason, customer shall immediately cease use of all IMC materials (including, without limitation, its trademarks or copyrighted works) that would give the impression that customer remains an authorized IMC representative or customer. If IMC so requests, customer shall also sell to IMC an amount of inventory as IMC shall identify at the price such customer paid to IMC or is due to IMC, less a restocking charge of twenty-five percent (25%) of such price.

The above terms and conditions form a part of every sale. IMC reserves the right to change these terms and conditions at any time, without prior notice. IMC also reserves the right to decline or discontinue selling any or all of its products to any customer at any time at its sole discretion.

Please refer to the IMC Professional Website at www.janeiredale.com for IMC policies as may be in effect from time to time covering purchase order notices, payment methods, product returns, annual minimum purchases, customer education, change of customer ownership, use of IMC proprietary sales material, Internet sales (including our Maximum Value Policy), and other matters relevant to wholesale customer sales.

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