



INVOICE

Ship To

Testing All Brands - Andrew  
200 Academy Dr  
Austin, TX 78704-1870  
USA

Bill To

SalonCentric OPI  
10101 Dr Martin Luther King Jr St N  
Saint Petersburg, FL 33716-3807  
USA

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Payer	Customer Order Date	Invoice No	Invoice Date
10568920	06/05/2024	7049120281	06/06/2024
Sales Rep. Name	Order No	Customer PO Number	
SBD219-ECOM - CONSUMER	206107574	S500095102-A	
Delivery No	Incoterms	Ship to	
3031390901	PPD-Pre Paid	10568920	

Item Number	Material / UPC Code	CUST. SKU/OLD Mat#	Description	Qty Ordered	Qty Shipped	Unit	Unit Price	Your Price	Net Value
10	99350077724 9418415	NLN25	NL - Big Apple Red	2	2	PCE	6.00	6	12.00
20	99350077742 9421215	NLS86	NL - Bubble Bath	3	3	PCE	6.00	6	18.00

Total Net Value	Sales Tax	Freight	COD	Total Amount
30.00 USD	3.47	12.00 USD	0.00 USD	45.47 USD

Payment Terms	Due Date	%	Discount USD	Payment amount USD
Payable immediately	06/06/2024		0	45.47

Please Remit With Payment

Invoice # 7049120281

Amount Due: 45.47 USD

Remit to: Wella Operations US LLC  
24444 Network Place  
Chicago IL 60673-1244

Amount Paid: \_\_\_\_\_

for payer

### **Seller's Standard Terms & Conditions**

1. **General Terms of Sale:** All purchases by Buyer will be made in accordance with the terms and conditions of this Agreement and any Distribution Agreement between Seller and Buyer. Buyer agrees that this is a legally binding Agreement and agrees to pay all charges incurred pursuant to such. If Buyer is, or subsequently becomes, bound by a Distributor Agreement, Buyer agrees that, to the extent there is any conflict between this Agreement and the Distributor Agreement, the latter shall control. Seller, in its discretion, may, without notice, prospectively change the terms and conditions of this Agreement. All purchase orders are subject to acceptance by Seller.
2. **Shipment, Delivery, Title, and Risk of Loss:** Shipments will be made by carriers of Seller's selection, FOB., shipping point. Buyer shall have 30 days from delivery to notify Seller of concealed damage, shortages, or rejected goods. All claims for returns, except in the case of defects must be made within 60 days of delivery. Buyer is responsible to arrange for return (including obtaining return authorization number) by contacting their Account Manager or Customer Service. Buyer shall include a copy of original invoice with the return. No returns will be allowed on brushes, makeup, skin care, and discontinued products.
3. **Delay/Non Delivery:** Seller may terminate its obligations to provide product to Buyer pursuant to the terms of this Agreement at any time, unless otherwise provided in a Distributor Agreement. Seller shall not be in default in the performance of its obligations under this Agreement if such performance is prevented or delayed because of any cause beyond the reasonable control of Seller. Delivery dates are approximate. Seller will not accept back orders.
4. **Prices:** Prices shown are firm for quantities listed provided Buyer and Seller have agreed on a delivery date. In the absence of an agreed date, Seller reserves the right to increase prices to those in effect when delivery is agreed on. Prices are subject to change without notice. For those on credit terms (not those paying by credit card, or being invoiced on a pre-pay or COD. basis), the payment terms are: 1% 20, Net 30--1% discount if paid within 20 days of invoice date; no discount if paid within 30 days, based on net, not gross, price. The entire outstanding balance due on invoices shall be due immediately upon default in payment of a single invoice. Buyer agrees to pay interest in the amount of 1.5% per month, or the maximum lawful rate, whichever is less on amounts past due. Buyer agrees to pay all costs of collection incurred by Seller, including reasonable attorneys' fees and expenses, in event of default. No set offs, netting, or deductions are allowed.
5. **Freight Cost:** (For US customers only) For parcel orders, a handling fee of \$12 per order of \$500 or less and \$15 for parcel orders greater than \$500 will be added to each invoice for direct sales to salons. An additional handling fee of \$10 will be applied to all cash payments. For Less Than Truckload (LTL) orders: a handling fee of \$25 for LTL orders below \$1,000, \$100 for LTL orders from \$1,000 to \$9,999 and Free Shipping for orders over \$10,000. If, through no fault of Seller, a salon customer refuses, or is unable to accept, delivery of the shipment, at Seller's option, a re-delivery charge will be added to the invoice equivalent to the freight charges plus a \$10 handling fee regardless of the amount of the invoice. Salon orders less than \$50 will not be accepted. Any check returned to Seller due to stop payment, insufficient funds, closed account, or similar reason will be assessed a \$20 administrative fee. Any account issuing more than one returned check may be placed on a cash-only basis.
6. **Warranty:** ALL PRODUCTS WILL BE SOLD ON AN OUTRIGHT SALE BASIS AND ARE GUARANTEED TO BE IN GOOD CONDITION AND FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP. IN THE EVENT OF SELLER'S BREACH OF ANY APPLICABLE WARRANTY, BUYER'S SOLE REMEDY WILL BE THAT SELLER REPAIR OR REPLACE THE DEFECTIVE PRODUCT. THIS IS IN LIEU OF ALL WARRANTIES EXPRESS OR IMPLIED.
7. **Dispute Resolution:** Buyer consents to the non-exclusive jurisdiction of any state or federal court in California, without regard to conflicts of law provisions thereof (the "Applicable State"), with regard to any proceedings arising from Buyer's obligations to Seller. Buyer hereby (a) agrees that Seller may, at Seller's sole option, require Buyer to arbitrate any controversy arising out of this Agreement, with the American Arbitration Association in accordance with its Commercial Arbitration rules, and any judgement or award rendered shall be entered in any court having jurisdiction thereof; and (b) consents to the Arbitration in the Applicable State, and to the application of California law with the exception of state conflicts of laws rules; and (c) agrees to pay all cost and expenses in connection with the arbitration, including, but not limited to, arbitrators', administration, and attorneys' fees.
8. **Limitation of Liability:** SELLER WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES. SELLER'S LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF, RESULTING FROM, OR CONCERNING ANY ASPECT OF THIS AGREEMENT OR FROM THE PRODUCTS OR SERVICES FURNISHED HERUNDER SHALL NOT EXCEED THE PRICE OF THE SPECIFIC PRODUCT SHIPPED WHICH GIVES RISE TO THE CLAIM. Buyer is responsible for any hazardous waste management
9. **Diversion:** Salon Buyer agrees that the Products are solely for use in Buyer's salons and for sale to individual salon clients, in reasonable quantities for home use, and shall not be supplied, sold or distributed to any other company, individual or business. All products labeled "for professional use only," "not for retail sale," or with similar language shall not be sold by Salon to anyone. Distributor Buyer agrees that it will sell professional salon products only to salons that provide full time hair-care and nail care services for use in their professional salons or for resale to legitimate salon clients. Distributor Buyer agrees that it will sell products only to salons, licensed professionals and educational institutions. Distributor Buyer shall maintain for three years records of all diversion tracking codes on all products sold in full case quantities. All sales and distribution of the products not expressly permitted herein, including unauthorized internet sales, are subject to any penalties and damages in accordance with Seller's policy. Notwithstanding the provisions contained in Wella's Professional Customer Contract (Section 3) limiting sales by Professional Customers to consumers to sales taking place within the physical salon, for a limited time, while many salons are closed due to the Corona virus, Professional Customers may resell and ship, to their clients, via MyWellaStore, retail products designed for personal home use in reasonable quantities, not to exceed six units of products, per client, per week. Products purchased on MyWellaStore labeled for Professional Use Only, Not For Retail Sale, or similar such language, including oxidative coloring products, may not be sold by Professional Customers to consumers. Salon Professional understands and agrees to assume, sole and full, responsibility for liability for any personal injury claims arising out of the sale of such professional use only products to consumers and, further, agrees to indemnify Wella Operations US LLC against any such claims.
10. **Termination:** If the Buyer shall for any reason terminate this order in whole or in part, the notice of termination must be given in writing. The Seller shall then cease work and the Buyer shall pay the Seller: (a) the price provided in the order for all products which have been specially manufactured, modified, or ordered by Seller on a non-cancelable basis prior to the termination. Such products shall be delivered to the Buyer; (b) actual expenditures made by the Seller in connection with the uncompleted portion of the order, including reasonable cancellation charges paid or incurred by the Seller.
11. **Complete Contract:** This document contains the entire agreement of the parties concerning the purchase and sale of the products. This Agreement shall create no continuing rights or obligations for Seller or Buyer.