

## DivineBeauty / RejuvaStamp Sales Account Agreement

**DivineBeauty/RejuvaStamp** would like to thank you for your interest in our company and the Electro Collagen Induction Therapy (ECIT) RejuvaStamp Digital Machine – the most effective advanced micro needle therapy in the world! ECIT procedures rebuild the skin from within, thus offering dermatologists, plastic surgeons, estheticians and other licensed professionals an opportunity to offer this new and exciting skin rejuvenating therapy.

As the leader in Electro Collagen Induction Therapy, our company wishes to maintain a high standard of treatment protocols for the patient. We welcome comments and suggestions you may have as an ECIT practitioner.

### **OPENING AN ACCOUNT**

**Divine Beauty/RejuvaStamp expressly prohibits the use of its procedures and products to those individuals that are not approved by the company.**

In order to establish a standard of treatment, we have developed policies and procedures for you to follow. To open account, please fill out and sign this **Sales Account** document. If other professionals will be using DivineBeauty/RejuvaStamp equipment and professional products at your place of business, DivineBeauty/RejuvaStamp will require that you send their professional license as well.

**Provide the following Opening Account documentation:**

- Photocopy of your physician's, aesthetician's, nursing license, or other professional license
- Photocopy of City Business License
- Signed Terms and Conditions Agreement
- Signed DivineBeauty/RejuvaStamp Internet Policies

DivineBeauty/RejuvaStamp reserves the right to select and limit the clients it distributes to.

### **TRADESHOW PURCHASES**

Purchases resulting from tradeshows do not qualify as authorized accounts. The above "Opening Account" documents must be received and approved by DivineBeauty/RejuvaStamp.

### **INTERNET SALES**

Since we respect you as professionals, DivineBeauty/RejuvaStamp will not allow its products to be sold via the Internet. We will not do business with any wholesalers or distributors that sell DivineBeauty/RejuvaStamp Products on the Internet. If it comes to our attention that a seller is selling on the Internet, it is our policy to immediately terminate that account. We will not discuss or negotiate with an account any deviation from this policy.

### **INTERNATIONAL SALES**

DivineBeauty/RejuvaStamp prohibits any US seller (other than DivineBeauty) the selling and/or shipping of products outside the USA. DivineBeauty/RejuvaStamp will designate Distributors and Sales Reps outside of

the USA. Any US account found to be shipping products outside of the USA will be immediately terminated without notice.

#### **USE OF DIVINEBEAUTY/REJUVASTAMP PRODUCTS**

Only authorized professionals which are approved by DivineBeauty/RejuvaStamp will be considered valid accounts. Retail products are the only permissible items to be sold to the consumer. "Professional Use Only" products and equipment are not to be sold to the public or used by non-professionals.

DivineBeauty/RejuvaStamp will not be held liable for untrained or unqualified personnel using or incorrectly using any products or equipment supplied by the company. Manufacturer shall not be held liable for use, or misuse, of company products sold via the professional to their clients.

Licensing State Laws: Professionals must follow their State Laws and Rules in regard to skin rejuvenation therapies, and abide within the laws set forth by their state, whether for financial compensation or not; if visiting outside their home state, the professional is still bound by the laws of the state they are in at the time.

The professional will make every effort to make certain the patient understands what their treatment will be like, and the proper post care. If the practitioner is unsure of a certain situation, it is best to decline treatment.

#### **REQUIRED CONDITION OF STORAGE**

Due to the high level of natural ingredients and active ingredients in DivineBeauty/RejuvaStamp products, they must be stored in a climate controlled environment (50-78°F), and away from direct sun exposure and dampness. Some products may require refrigeration. Containers must be tightly closed at all times when not in use to avoid damage from humidity and oxidation.

#### **TO PLACE AN ORDER**

1. Order using correct pricing guide for Approved Account. Email order to [amvarela@hotmail.com](mailto:amvarela@hotmail.com).

#### **PRICING**

DivineBeauty/RejuvaStamp prices are subject to change without notice.

#### **OUT-OF-STOCK ITEMS**

Due to the high level of natural and active ingredients in DivineBeauty/RejuvaStamp products, we will not stock large volumes. On occasion, DivineBeauty/RejuvaStamp may temporarily be out of stock on a particular item. The order will not be held in queue, and will need to be placed when inventory is available. No liability for delay or non-supply is acknowledged by DivineBeauty/RejuvaStamp. There will be no complimentary or discounted shipping for out-of-stock items.

#### **METHOD OF PAYMENT**

Orders may be paid by MasterCard, Visa, Discover, American Express prepaid, by Certified Check, Money Order or Wire Transfer.

Credit Cards:

- Declined credit cards will incur a fee of \$30.00 for each transaction. Products will not be shipped until payment in full is received.

**Certified Checks:**

- Order must be over \$500.
- Checks must clear the bank before an order is shipped.
- A \$50.00 processing fee will be charged on all returned checks.

**Legal and Debt Collections:**

If at any time, DivineBeauty/RejuvaStamp™ is required to collect on overdue accounts, legal and debt collection costs will be incurred in full by the buyer. This includes unwarranted charge backs.

**HOLDING ORDERS**

Orders cannot be held under any circumstances.

**VERIFICATION OF ORDERS**

When an Approved Account places an order from DivineBeauty/RejuvaStamp, the sale is final upon placement of the order. Once an order is placed, it cannot be amended, added on to, or cancelled. Cancellation of full or partial orders will result in a 25% restocking fee in US and \$35% restocking fee outside of US.

**PROCESSING TIME**

Allow two (5-10) full business days for an order to be processed and shipped; excluding holidays. Add five (5) business days for holidays, for tradeshow, education seminars, and check purchases. Professional instruments ship in 1-6 weeks.

**SHIPPING AND HANDLING**

- F.O.B.: Freight is F.O.B. New Mexico, Santa Fe
- UPS ground shipping available for all orders
- Three Day Select Air, Two Day Air, or Overnight Air Service is available for same day shipment for orders under \$1000 and received before 2:00 pm EST. (Contingent on stock) If the order is over \$1000 and/or received after 2:00 pm EST, it will be shipped expedited the next business day.
- Shipping and Handling charges are determined at the time of shipping and will be added to the invoice.

**SIGNATURE UPON DELIVERY**

UPS will require a signature upon delivery, unless there is a signed Signature Waiver on file. By signing the Signature Waiver, the retailer is accepting full responsibility for the shipment. For example, if the package is stolen from the shipping address, DivineBeauty/RejuvaStamp™ is not responsible.

**UNDELIVERABLE AND REFUSED SHIPMENTS**

In cases where 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, a 35% restocking fee plus applicable shipping costs will be applied to the Wholesale Account. New shipping charges will be incurred to re-send the shipment. Subsequent shipments will be held until the account balance is cleared.

**DAMAGED SHIPMENT**

Product damaged in shipment must be reported to DivineBeauty/RejuvaStamp within 48 hours from the delivery date.

Be sure to keep the damaged products in the original shipping carton, with all original packing materials including wrap, tissue paper, shreds, bubble pack, or loose flow pack, tape, and labels. These items will be needed by the shipper for claim purposes. Take pictures of package(s).

DivineBeauty/RejuvaStamp will make arrangements to send a replacement once the damaged goods are received.

### **COMPLAINTS**

All complaints must be directed to [amvarela@hotmail.com](mailto:amvarela@hotmail.com) and [divine4u@comcast.net](mailto:divine4u@comcast.net) only. Pictures must accompany complaint. Please include the Invoice # when submitting complaint. Include brief description, and the best phone number to reach you.

### **DIVINEBEAUTY/REJUVASTAMP CREDIT ONLY**

Refunds will be issued in the form of a credit to the approved DivineBeauty/RejuvaStamp Account. No cash, check or credit card refunds will be issued.

### **EXPIRED PRODUCT**

Returns on expired items will not be accepted as they are not eligible for refund. Accounts are responsible for rotating and maintaining their stock.

### **DEFECTIVE PRODUCT**

The quality of our products is of utmost importance. Although defects are rare, we need to know immediately if there are any. Email [amvarela@hotmail.com](mailto:amvarela@hotmail.com) and [divine4u@comcast.net](mailto:divine4u@comcast.net) with an Invoice #, name of product, and a brief explanation. You will then be advised on return instructions. Once we receive the product, we will send a response, replace defective product, or issue a credit for the item(s) returned.

### **CONSUMER RETURNS**

The best way to avoid consumer returns is by thoroughly educating your client on the proper use of DivineBeauty/RejuvaStamp products. However, if you do get a return, please accept it with grace. DivineBeauty/RejuvaStamp cannot give refunds to Approved Accounts' personal clients.

### **ADVERTISING**

Advertising images are available should you decide to advertise or undertake media activity. Please be aware that all advertising must be approved by DivineBeauty/RejuvaStamp before publishing. Publishing advertisements without prior approval may result in termination of your account. Internet pages must also be approved. Contact the company when your site is active.

### **TRADEMARK USAGE**

The name "DivineBeauty/RejuvaStamp", and "RejuvaStamp" along with manufacturers' logos and images are trademarks of the DivineBeauty/RejuvaStamp Company. As a Sales Account in good standing, you have the right to use the name, logos, and images to promote your business. This includes advertising, promotional materials, business stationary, business cards, and temporary signage (i.e. door & window signs) as long as such use is in conjunction with or in reference to DivineBeauty/RejuvaStamp products and treatments. Any use of the name, logo or images for the promotion of any other products or treatments is strictly prohibited. If for any reason your relationship as a Wholesale Account for DivineBeauty/RejuvaStamp

products is terminated, you agree to discontinue using the above referenced name, logos or images immediately.

### **EDUCATION SEMINARS**

Educational seminar topics, dates and locations are subject to change. The registration fee is non-refundable. As a courtesy, DivineBeauty/RejuvaStamp will credit the registration fee to the wholesaler's DivineBeauty/RejuvaStamp account. This will only be allowed one time with the wholesaler withdrawing from an education seminar which has been planned and executed with confirmations. Educational seminars may be cancelled by DivineBeauty/RejuvaStamp if there are insufficient registrants. In this event, the registration fee will be credited to the wholesaler's DivineBeauty/RejuvaStamp account.

Accommodations will be considered, however Divine Beauty will not be held liable for allergic reactions to participants in educational seminars, including food and latex allergies. Divine Beauty/RejuvaStamp professionals will make a conscious effort to ask participants of any special needs. However, it is the responsibility of the professional Wholesale Account to inquire of the participants as to special needs when the participant registers to participate.

### **E-MAIL COMMUNICATION**

DivineBeauty/RejuvaStamp uses e-mail as primary means of communication. If we do not have an updated e-mail address for you, you will miss out on important company information.

Please add our email [divine4u@comcast.net](mailto:divine4u@comcast.net) and [amvarela@hotmail.com](mailto:amvarela@hotmail.com) to your account executive's e-mail address book.

DivineBeauty/RejuvaStamp reserves the right to make changes when necessary to its policies and procedures to insure the orderly operation of its business.

Any order, whether written or verbal, now or at anytime in the future, will be subject to these conditions even if such orders are placed by an employee or agent of the buyer.

The conditions in this agreement are final and no verbal or written representation by any employee, director or consultant of DivineBeauty/RejuvaStamp will be deemed authorized to have them altered.

DivineBeauty/RejuvaStamp reserves the rights to, without notice, suspend sales or close the Sales Account of any customer who fails to adhere to these policies, terms and conditions.

Prices are in US dollars and exclude shipping and handling charges.

**By placing this order, I declare that I have read and agree to the Terms & Conditions specified by DivineBeauty/RejuvaStamp. I also declare that I am authorized to place this order and take full responsibility for acceptance and payment of this order.**

Please sign below to acknowledge agreement to comply with these policies, terms and conditions and email to [divine4u@comcast.net](mailto:divine4u@comcast.net) and [amvarela@hotmail.com](mailto:amvarela@hotmail.com) or Mail to DivineBeauty/RejuvaStamp, 2538 Camino Entrada, Suite 201A, Santa Fe, NM 87507.

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Name of Company

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Signature

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Print Name and Title of Signatory

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Date