

DIVAH BEAUTY PRODUCTS

PO BOX 2768

PALESTINE, TX 75802

FACTORY AUTHORIZED RETAILER AGREEMENT

I, _____, on this the _____ day of _____, _____, knowingly and willing enter this agreement with Divah Beauty Products, "The Company", to become an authorized Retailer of products produced or distributed by The Company for consumer markets, and to be governed by the terms and conditions stated within this Factory Authorized Retailer Agreement as acknowledged by my initials _____ and signature below.

- ___ 1. I am now and shall remain legally authorized to conduct business as a retailer; and shall submit a resale certificate to The Company if required.
- ___ 2. I shall assess, collect and remit any taxes or fees required by my local jurisdiction derived from the retail sell of products provided by The Company to the appropriate authorities.
- ___ 3. I agree to reimburse The Company for any freight costs, if applicable, incurred for the delivery of products to me for retail sale.
- ___ 4. I will sell products provided by The Company at a cost that is equal to pricing on product labeling.
- ___ 5. I agree that I shall be compensated for the retail sell of products offered by The Company according to the following formula: $(\text{Total cost of sale} - \text{applicable taxes}) / 2$ and shall remit to The Company the balance of any funds derived from the retail sale of

Company products plus any applicable freight costs upon the First and the Fifteenth days of every month.

____6. I agree that remittance of any funds owed to The Company shall be in the form of a check.

____7. I understand that The Company may withhold the restock of products for untimely remittance of funds due The Company.

____8. I will issue a form 1099misc to The Company as required by statute, and return said form to The Company at the address provided by The Company above.

____9. I accept responsibility for any products under my custody care and control, and shall protect said products from loss due to theft.

____10. In the event of product loss due to theft, I agree to compensate The Company for said product according to the following formula (retail price / 2); I shall not be held liable for any catastrophic loss of product.

____ 11. I am not liable for any product offered by The Company, its warranty or guarantee.

____12. I shall direct any consumer complaints, concerns or issues with Company products to The Company.

____13. I understand that this Vendor Agreement can be terminated by either party with thirty(30) days notice.

Distributor(please provide business address below)

Representative