



REMOVES WRINKLES WHILE YOU SLEEP

WHOLESALE PURCHASE AGREEMENT

INTERNATIONAL



Calvet Cosmetics, LLC | 14900 Magnolia Street | Suite 55186 | Sherman Oaks, CA 91413 | USA
Phone: {855} 745.2756 | Fax: {818} 988.1346 | Email: info@silcskin.com | silcskin.com

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*Please complete this form, and fax back pages 2 and 6 to:
Camille della Santina, Calvet Cosmetics {818} 988.1346 or
email to: wholesale@silcskin.com*

You must fax in your resale license with this Agreement in order to validate your account.

SECTION 1 (BUYER INFORMATION):

Buyer Name: _____

Buyer Address: _____

Buyers Telephone: _____ Buyers Fax: _____

Buyers email address: _____

Buyers Resale #: _____ Buyers Business License #: _____

SECTION 2 (INTERNET SELLING):

Will you be selling on the Internet? _____ Yes _____ No

What is your Internet Business address: _____

Will you sign and adhere to the Minimum Advertised Pricing (MAP) Policy, attached hereto? _____

How did you hear about SilcSkin? _____

SECTION 3 (ACKNOWLEDGEMENT & AGREEMENT):

Signature constitutes acknowledgement and agreement to all Terms and Conditions as outlined in the attached agreement and herein expressly incorporated. This Agreement, along with its rights and obligations, remains in effect for one year from the date indicated below, unless terminated prior to that date pursuant to the terms and conditions within this Agreement.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____



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TERMS AND CONDITIONS:

SUPPLIER OF “SilcSkin antiwrinkle Pads” is:

SUPPLIER NAME: CALVET COSMETICS, 5441 Cedros Ave., Sherman Oaks CA, 91411, USA

Supplier Telephone: {818} 785.1101 Suppliers Fax: {818} 988.1346

Supplier email address: wholesale@silcskin.com

PRICING*:

SILCSKIN FACIAL PADS

Two sets: Brow Set
Multi-area Set

DECOLLETTE PADS

You will be contacted with pricing once we receive your application.

Minimum 12 pieces. May order a mix of the facial pads. Six each.
Counter display available on our website (www.silcskin.com): USD \$30.00
Prices do not include shipping.

* This Price List is as of 5/30/12 and is subject to change at any time.

NOTE: ON QUANTITIES OF 1,000 AND OVER, THERE IS A 6 WEEK LEAD TIME

TERMS AND PAYMENT:

Payment: Buyer shall pay for each order, together with shipping costs, prior to Supplier’s shipping of the Order to Buyer. Supplier agrees to notify buyer of any price increases and discontinued items 60 days in advance.

Term: Supplier reserves the right to cancel this Agreement, and any of its obligations hereunder, without notice, with or without cause.

PUBLICITY/USE OF NAME:

The Buyer shall make no trademark, service mark, copyright, license or patent infringement. No false advertising, unfair competition, trademark dilution or similar.

Buyer agrees to not create, publish, distribute, advertise, or print any material that makes reference to Supplier or use our name or any of our trademarks, for any marketing or promotional materials, whether print, broadcast or electronic, without first submitting such material to Supplier and receiving our written consent.

Supplier has the legal right to refuse to sell, or allow any or all of its trademarked products to be sold to anyone, who in Supplier’s opinion will cause harm to the image or marketability of its products.

Nothing contained in this Agreement shall be construed to transfer or assign any such rights to Buyer.

INDEMNIFICATION:

Buyer agrees to indemnify and hold harmless Supplier and its subsidiaries and affiliates, and their directors, officers, employees, agents, partners, members, shareholders and owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) insofar as such losses, or actions in respect thereof, arise from or are based on:

A. Any failure or breach of any representation, warranty, covenant, or agreement made by Buyer herein;

B. Any misuse of Supplier's name or trademark.

C. Any claim related to Buyer's website, including, without limitation, content therein not attributable to Supplier.

If any action or proceeding is brought against Supplier by reason of any of the foregoing matters, Buyer shall defend Supplier at Buyer's expense by counsel reasonably satisfactory to Supplier. Supplier need not have first paid any such claim in order to be defended or indemnified.

In the event that any action, suit or proceeding is brought against the Buyer due to the sole actions of Supplier or the actions of Supplier's manufacturers and not to any action or contributing failure of the Buyer, the Buyer shall at once give notice in writing to Supplier and provide Supplier with the opportunity to defend against such action. Supplier shall advise the Buyer within thirty days if it and/or its liability insurance carrier will undertake the defense. This decision rests solely with Supplier.

In any case, Suppliers liability insures solely to the Buyer specified herein, not to third parties.

SHIPPING AND FREIGHT:

Supplier agrees to ship products ordered within 72 hours of receiving Purchase order unless otherwise requested.

RETURNS AND PRODUCT QUALITY ISSUES:

Supplier agrees to stand behind all merchandise and replace if necessary. Buyer shall return for full credit, defective product that is returned by consumers. Supplier agrees to accept all returns, issuing full refund or credit at Buyer's option. A package which has been damaged in transit must be refused at the time of delivery in order for Supplier to assume responsibility.

PRODUCT LIABILITY INSURANCE:

Supplier shall provide a copy of Product Liability Certificate Insurance and endorsement naming Buyer as an additional insured upon request. Insurance is good during the entire duration of this agreement and for 3 months after the last presentation of the supplier's product.

ART WORK:

Supplier shall make available all and any artwork, photos, descriptions, endorsements, benefits and awards to differentiate the product and help Buyer design the most compelling marketing plan possible.

ENTIRE UNDERSTANDING:

This Agreement embodies the entire understanding of the parties and supersedes and replaces all other agreements (written or oral) between the parties relating to this subject matter, and Buyer shall not be allowed to make any change, modification or amendment, unless Buyer receives prior approval from Supplier in writing.

WAIVER:

No waiver in any one or more instances of any breach or default under the provisions of this Agreement shall effect the rights to enforce such provisions or to exercise any right or remedy in the event of any subsequent default or breach.

VENUE:

This Agreement shall be construed in accordance with, and in all respects be governed by, the laws of the State of California.

WEBSITE REFERRALS:

All Distributors selling online are required to maintain an online page that redirects foreign customers and vendors to their proper territories if that territory is under an exclusive distributorship. Furthermore, Distributors shall block the countries listed from their online pay source so that no orders may go with regards but not limited to the following countries:

Australia: www.skinvigor8.com.au

New Zealand: www.dminish.co.nz

This does not pertain to existing online catalogues companies that may sell worldwide.

MODIFICATION:

Supplier reserves the right to modify any terms and conditions contained in this Agreement at any time.

Supplier may terminate Buyer's rights under this Agreement at any time, with or without cause.

CONFIDENTIALITY:

Each of the parties hereto agrees to keep confidential all information including, without limitation, the terms of this Agreement, terms of the MAP policy, business and financial information, product designs, customer and vendor lists; pricing and sales information concerning Supplier or Buyer.

EXPORT CONTROL:

Buyer acknowledges and agrees that Supplier's products are subject to the U.S. Export Administration Laws and Regulations.

Buyer agrees that none of the purchased product, is being or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, outside the United States, unless specifically authorized by Supplier.

SUPPLIER REPRESENTATIONS:

Sale of Supplier's product to Buyer does not and will not violate and Federal or state laws, rules or regulations.



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Supplier has the full rights to sell its product.

Supplier's sale of product to Buyer and subsequent resale to Buyer's customers does not and will not violate and trademark, patent, service mark, trade secret or similar such right.

BUYER REPRESENTATIONS:

Buyer, nor its agents and/or representatives, shall not violate any United States Federal or state laws, international laws, rules or regulations in the purchase, sale or resale of any of Supplier's products.

WAIVER OF JURY TRIAL: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES EACH HEREBY IRREVOCABLY AND EXPRESSLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR THE PARTIES ACTIONS IN THE NEGOTIATION, ADMINISTRATION, OR ENFORCEMENT HEREOF OR THEREOF. THE PARTIES ACKNOWLEDGE THAT SUCH WAIVER IS MADE WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE NATURE OF THE RIGHTS AND BENEFITS WAIVED HEREBY, AND WITH THE BENEFIT OF ADVICE OF COUNSEL OF IT'S CHOOSING. The Parties each prefer that any dispute between them be resolved without litigation subject to the Jury Trial Waiver set forth herein, but the California Supreme Court has held that such pre-dispute jury trial waivers are unenforceable. The following section will be applicable until: (i) the California Supreme Court holds that a pre-dispute jury trial waiver provision similar to that contained in herein is valid or enforceable; or (ii) the California Legislature passes legislation and the governor of the State of California signs into law a statute authorizing pre-dispute jury trial waivers and as a result such waivers become enforceable. ACCORDINGLY, THE PARTIES EACH AGREE THAT ANY CIVIL ACTION OR PROCEEDING INVOLVING A DISPUTE ARISING OUT OF OR RELATING TO THIS NOTE, SHALL BE TRIED SOLELY THROUGH A JUDICIAL REFEREE AS PROVIDED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.1. THE PARTIES EACH FURTHER AGREES TO THE APPOINTMENT OF JAMS AS THE REFEREE APPOINTED TO CONDUCT THE TRIAL AND SUCH OTHER RELATED PROCEEDINGS. THE PARTIES FURTHER AGREES THAT THE FILING OF ANY LAW AND MOTION HEARINGS OR THE INITIATION OF ANY HEARINGS TO OBTAIN ANY FORM OF A PREJUDGMENT REMEDY SHALL NOT OPERATE AS A WAIVER OF THE PARTIES RIGHT TO TRIAL SOLELY THROUGH A JUDICIAL REFEREE. THE PARTIES EACH ACKNOWLEDGES THAT THE JUDICIAL REFEREE WILL LIKELY CHARGE FEES AND COSTS OVER AND ABOVE THE FEES AND COSTS NORMALLY CHARGED BY A COURT. THE PARTIES EACH AGREE TO INITIALLY EVENLY SPLIT THE FEES AND COSTS OF SUCH REFEREE BETWEEN THE PARTIES. NOTWITHSTANDING THE FOREGOING, THE PARTIES EACH FURTHER ACKNOWLEDGES THAT THE REFEREE MAY DECIDE THAT ONE PARTY OR THE OTHER IS THE PREVAILING PARTY IN WHICH EVENT THE NON-PREVAILING PARTY WILL BE OBLIGATED TO REIMBURSE THE PREVAILING PARTY FOR ALL OF THE COSTS AND FEES PAID IN CONNECTION WITH THE HIRING OF THE REFEREE.

Because each party is giving up a right, Buyer is encouraged to have an independent lawyer of Buyer's choosing review these provisions before agreeing to them.

By initialing below, Buyer and Supplier confirm that they have read and understand the paragraphs above, and voluntarily agree to submit all disputes to a judicial referee. In doing so, Buyer and Supplier voluntarily give up important constitutional rights to trial by judge or jury, as well as rights to appeal. Buyer is advised that Buyer has the right to have an independent lawyer of Buyer's choosing review these provisions, and this entire agreement, prior to initialing this provision or signing this Agreement.

_____ (Buyer Initial Here)

_____ (Supplier Initial Here)