



Terms and Conditions of Sale

Freight Policy/F.O.B. - POWERTOOLS orders under \$1,000, smartSOLUTIONS orders under \$1,200, Canada/Alaska/Hawaii under \$2,500 and both lines combined orders under \$1,750 pay shipping charges. All orders are invoiced with shipping charges. When freight requirements are met, deduct freight charges if paid within 30 days (strictly enforced). It is the responsibility of the Buyer to schedule and pay shipping & handling charges including taxes, duties & fees for international or overseas shipments.

Minimums - Cases cannot be fragmented on all Distributor orders. Please refer to the Distributor Price List for case quantities.

Ordering, Shipping and Selling - All orders must be placed via facsimile (732) 308-9608, email DennisBernard100@gmail.com, United States mail, manufacturer's representative or verbally by calling (800) 541-5456 if house account. All non-verbal orders are confirmed before processing. Buyer takes all responsibility for errors when orders are placed via telephone. Orders must be complete and legible. If the order is illegible, shipment of the order will be delayed until the order department, at their convenience, follows up to clarify any unclear information. All domestic orders are charged on credit card or prepaid until credit is established. Once established, credit terms are net 30 days on Distributor orders only. Any customer consistently late paying will be required to pre-pay all future orders. Shipment is contingent upon purchaser's credit standing. Selling direct to the end user from the wholesale level or diversion (as commonly understood in the domestic professional beauty industry) is not tolerated. All prices are subject to change without notice. Prices in effect at the time of shipment will prevail.

Authority of Parties - No soliciting agent, representative or employee of Dennis Bernard, Inc. shall have power to waive any of the terms or provisions hereof, to incur obligations, or to make additional representations or warranties on behalf of Dennis Bernard unless same was evidenced by an agreement in writing & signed by the President or National Sales Vice President.

Delinquent Accounts Your credit card will be charged for any invoices not paid within 60 days. Your account will be charged \$30.00 per instance for a non-sufficient funds (NSF) check.

Waiver of Buyer's Terms All terms on buyer's purchase order contrary to the terms contained herein are hereby rejected. Acceptance of shipment constitutes acceptance of these terms.

Governing Law This contract of sales terms and conditions herein shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey, USA

www.DennisBernard.com