

4715 S. ALAMEDA ST. LOS ANGELES CA 90058 | TEL. 323.235.8300 | FAX. 323.446.7063 | WWW.DANCEANDMARVEL.COM

BUSINESS NAME _____ DBA _____

BILLING ADDRESS _____

SHIPPING ADDRESS _____

OWNER'S NAME _____ BUYER'S NAME _____

EMAIL ADDRESS _____ PHONE # _____

FAX # _____ CELL # _____

EMERGENCY CONTACT (NAME & PHONE #) _____

TERMS: FACTOR APPROVED PREPAID COD CASHIER CHECK CREDIT CARD
 PREPAID COD COMPANY CHECK

WE CURRENTLY WORK WITH PRIME BUSINESS CREDIT, INC. FOR FACTORED ACCOUNTS

DO YOU HAVE AN ONLINE STORE? _____ IF YES, WHAT IS THE ADDRESS? _____

(ALL ACCOUNTS MUST HAVE WRITTEN AUTHORIZATION TO SELL MISS ME ONLINE)

Please attach two color pictures of your store and send them along with your application; we will need one of the outside (with the store logo visible) and one of the inside merchandise. We will not be able to process your application without this.

HOW LONG HAS YOUR STORE BEEN IN BUSINESS? _____ TAX I.D.# _____

SELLER'S PERMIT # _____

WHO DO YOU CONSIDER YOUR COMPETITION IN YOUR AREA? _____

WHAT OTHER LINES DO YOU CARRY? _____

HOW TO YOU INTEND TO DISPLAY OUR GOODS? HANGING? FOLDED? PLEASE EXPLAIN:

Business Name: _____

Terms of Sales Agreement**New Accounts**

In order for your account to be approved, a completed account profile sheet is required prior to placing an order with Dance and Marvel.

Business Relationship

Seller may decline to do future business with buyer irrespective of reason, and may decline any reorders from buyer at any time. Buyer represents to seller that buyer is purchasing the goods sold here forth exclusively for resale from buyer's store(s) to sell to retail consumers. Seller may request photos or other evidence of any store's location. Buyer acknowledges that seller has accepted buyer's order in reliance on this representation.

Distribution

Buyers with multiple locations must have each location cleared for distribution. If goods are distributed in unauthorized locations, Dance and Marvel will be revoked for all locations and future orders will not be processed. Dance and Marvel must not be sold in any other locations than the account designated in the shipping address. Dance and Marvel may not be sold through online auction sites such as Ebay or Amazon, mail-order catalogues, traveling boutiques, tradeshows, trunk shows or other similar retail outlets without the prior written consent of Dance and Marvel. Accounts with online stores must have a written authorization from Dance and Marvel to sell online. Dance and Marvel products may not be advertised thru electronic media (Internet, eBay, etc.), or any other electronic or printed media without prior written authorization from Dance and Marvel. Failure to comply with these guidelines may result in account termination.

MSRP

It is recommended that all accounts follow Dance and Marvel's suggested retail price.

Payment

Dance and Marvel offers factoring, COD cashiers check or Credit Card account terms. Upon submitting a completed application, Dance and Marvel credit department will determine your account status unless otherwise specified by you. Out of the country orders may require pre-payment via cash, certified check or wire transfer. We will notify you in advance if this applies to your order. Late payments on 3 consecutive invoices will result in account being changed to credit card or COD. Any customer with a past due account more then 35 days from invoice date will be put on credit hold. We reserve the right to review past due accounts at any time and change the terms accordingly.

Freight

The customer is responsible for all freight charges, there will be no exceptions. We ship using UPS or similar delivery companies. Tracking numbers can be provided upon request. Title transfers FOB Los Angeles.

Claims and shipping discrepancies and Return Authorizations

ALL GOODS MUST BE INSPECTED BY CUSTOMER UPON IMMEDIATE RECEIPT FOR DAMAGES! Claims against any garment must be made to Dance and Marvel within 7 business days of receipt of goods. Examples are: damaged zippers, damaged rivets, stains, etc. Dance and Marvel takes the utmost care to fill your order accurately. If after receipt of your order, a shipping error or discrepancy is discovered please contact us within 7 business days for an order correction. If you would like to request a Return Authorization (RA) form to return a garment for credit or repair all of the following conditions must be met:

1. The garment must not be altered in any way. This includes hemming of the pant legs.
2. The garment must have been purchased within the last 30 days.
3. A copy of the RA must accompany the return.
4. Credit can only be used against future purchases; under no circumstances will a refund check be issued.

Before returning any garments to Dance and Marvel you must send in a written request complete with the style number, wash, size and reason for return. The Dance and Marvel RA Department will then issue you a return authorization form and we will fax, email, or mail it to you. Only at that point can you return the garment. No products will be accepted without a valid RA number.

Refused orders / bounced shipments.

The customer will be held responsible for all freight charges on returned shipments. We will add the freight charge to your next order. Multiple bounced shipments will result in termination of business.

Returned Checks

A returned check will not be considered resolved until the amount of the check plus a \$25.00 processing fee is received in our office within 5 business days upon your notification by Dance and Marvel. If the returned check is not resolved within 5 business days Dance and Marvel will pursue any and all legal action to resolve the situation. Return of 3 NSF checks will result in your account being shipped COD Certified check only.

Disclaimer

Buyer assumes all responsibilities for proper selection and maintenance of the merchandize provided by Dance and Marvel. Dance and Marvel will not be held responsible for any damage due to mishandling or incorrect maintenance. Dance and Marvel shall not be liable for any special, consequential or incidental damages, including but not limited to loss of profits by buyer. Dance and Marvel has used its best efforts to ensure accuracy of information contained in its linesheets, prices lists, literature and web site. All specifications, terms, and conditions, availability, style changes, and processes are subject to change without notice. In the event of any inconsistency between this agreement and any purchase order, the terms of this agreement shall govern. This agreement and any purchase order shall be governed by the internal laws of the State of California. In the event of any action or proceeding in connection with this agreement or any purchase order, the prevailing party in such action or proceeding shall be entitled to recover costs and expenses, including reasonable attorneys' fees. This agreement and any purchase order constitute the entire understanding between Dance and Marvel and buyer. This agreement may be waived or modified only by written agreement signed by an officer of Dance and Marvel.

By signing below, you acknowledge and agree with the above statements. Welcome and we look forward to doing business together.

X _____ Date _____ Print Name _____