



MENDA 3651 WALNUT AVENUE, CHINO, CA 91710 PHONE 909-627-2453, FAX 951-755-8848

## BEAUTY DISTRIBUTOR COST SCHEDULE EFFECTIVE JANUARY 1, 2010

**THIS COST SCHEDULE IS FOR MENDA® PRODUCTS ONLY AND SUPERCEDES ALL PREVIOUS COST SCHEDULES.**

The products contained herein and prices shown are available only to authorized MENDA distributors. The placement of orders by Distributor to Menda will constitute agreement by Distributor to the following TERMS AND CONDITIONS. In the event of litigation over these Terms and Conditions, the Distributor agrees that the prevailing party's attorney and court costs are paid by the losing party.

**Log on to our web-site and you can check stock availability, order status and retrieve invoices anytime! [www.MendaBeauty.com](http://www.MendaBeauty.com)**

**CREDIT HOLD:** No order will be entered or shipments made to past due accounts.

**CANCELLED ORDERS:** Cancelled orders to Menda must be in writing. Orders shipped prior to cancellation notice will be invoiced as a completed order and will be subject to the terms for returned merchandise.

**BTO:** (Built-To-Order) items are available on a per-order basis only. Contact customer service to check before ordering any BTO item. Some inventory may be in stock. Actual quantity shipped and invoiced may be +/- 10%. Build-to-Order Items are covered by Limited Warranty for defects in material and labor only, and are not returnable.

**WSL:** (While Stock Lasts) items are available ONLY while existing stock lasts and may be discontinued when stock is depleted.

**PAYMENT TERMS:** Net 30 days for open accounts. Menda reserves the right to charge 1% per month charge on all unpaid invoices after 30 days.

**SHIPPING CHARGES:** All shipments are FOB FACTORY. Distributor is therefore responsible for both shipping charges and damage to goods in transit. Menda will prepay UPS shipments and the cost of freight will be added to each invoice unless otherwise specified. Distributor must specify a freight carrier (if other than UPS) at time the order is placed. For non-UPS shipments, the order will be shipped freight collect or third party billing at Distributor's option. Menda brand products are manufactured in various locations. Shipping points may vary and may change without prior notice.

**SHORT SHIPMENT & PRICING CLAIMS:** Distributor must submit any claim for shipment of incorrect amounts or incorrectly priced invoices to Menda, in writing, within 15 days of the date of the invoice. Claims must include copy of original PO, PO number, invoice number, and invoice date.

**DAMAGE CLAIMS:** Menda will not issue credit, or take responsibility for merchandise lost or damaged by the carrier. Distributor holds title to the goods once Menda has delivered them to the carrier, and is therefore responsible for settling all damage or loss claims with carriers. Menda will assist Distributor in any reasonable manner to establish damage claims with common carriers. Insurance on shipments is at the option of the distributor and the insurance cost would be included with freight on the invoice.

**RETURNS:** No returns should ever be necessary. If the situation arises please contact customer service. A Return Merchandise Authorization number (RMA#) must be obtained for any return. A 25% or \$25.00 minimum Restocking Charge will apply. No credit will be issued for items that are obsolete by discontinuation, model changes, or for product that was originally invoiced 12 months previously or longer. **COMPLETE END USER CONTACT INFORMATION MUST BE PROVIDED BEFORE THE RMA IS ISSUED.** To ensure proper credit, Distributor will include invoice copies with the merchandise to verify price paid. New items that are being introduced for the first time in this cost schedule may be returned within six months with no restock charge.

**SATISFACTION GUARANTEED:** WE GUARANTEE YOU WILL BE SATISFIED WITH OUR PRODUCTS. We have always had a policy of replacement or refund if you are not satisfied. Menda wants you to be satisfied with each product we produce. We make every effort to see to it that our products are of the highest quality and meet all appropriate recognized industry standards. Since we cannot guarantee that all products are applicable to all situations and that the data we provide from many sources is reliable and accurate for all situations, our lawyers want you to know that ...

All statements, technical data, and recommendations contained herein are based upon tests we believe to be reliable. However, the accuracy or completeness thereof is not guaranteed. The proper and correct application of products and data is the responsibility of the user. The following is made in lieu of all warranties, expressed or implied:

Menda's only obligation shall be to replace such quantity of the product proved to be defective. Menda shall not be liable for any injury, loss, or damage, direct or consequential, arising out of the use of or the inability to use the product. Before using, users shall determine the suitability of the product for their intended use, and users assume all risk and liability whatsoever in connection therewith.

No statement or recommendation not contained herein shall have any force or effect unless embodied in a written agreement signed by authorized officers of Desco Industries, Inc.

**LIMITED WARRANTY:** Menda expressly warrants product for a period of one (1) year from the date of purchase.

**WARRANTY EXCLUSIONS:** THE FOREGOING EXPRESS WARRANTY IS MADE IN LIEU OF ALL OTHER PRODUCT WARRANTIES, EXPRESSED AND IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE SPECIFICALLY DISCLAIMED. The express warranty will not apply to defects or damage due to accidents, neglect, misuse, alterations, operator error, or failure to properly maintain, clean or repair products.

**LIMIT OF LIABILITY:** In no event will Menda or any seller be responsible or liable for any injury, loss or damage, direct or consequential, arising out of the use of or the inability to use the product. Before using, users shall determine the suitability of the product for their intended use, and users assume all risk and liability whatsoever in connection therewith.

**EVERY EFFORT IS MADE TO ENSURE THAT THE INFORMATION AND PRICES IN THIS COST SCHEDULE ARE ACCURATE.  
MENDA RESERVES THE RIGHT TO CHANGE SPECIFICATIONS AND PRICES WITHOUT NOTICE IF NECESSARY.**