

SALES TERMS AND CONDITIONS 2012

- **MINIMUM FIRST ORDER:**
12 Units of each retail item and 1 unit of each professional item. Additional quantities must be placed in multiples of 6 pieces.
- **PAYMENT:**
By Visa, MasterCard, American Express, Discover, or Net 30 for previously approved Net 30 accounts. No COD allowed.
- **RETURNED CHECKS:**
There is a \$35.00 MINIMUM charge for all returned checks.
- **RETURNS:**
 - Only exact product for product exchange is allowed for customer returns.
 - A Return Authorization (RA) number will be assigned by the Somme Institute® Corporate Office.
 - No returns will be accepted without this RA number. Authorized RA numbers are to be written on the outside of outer shippers and on enclosed packing slips. The items are to be sent back to the Somme Institute® Corporate Office via a carrier that provides tracking #s and delivery confirmation. Returns should never be sent to the Somme Institute warehouse.
 - There will be a 20% restocking fee assessed on all returns. Returns will not be accepted after 60 days.
- **DAMAGES:**
 - A Return Authorization (RA) number will be assigned by the Somme Institute® Corporate Office. No returns for damaged goods will be accepted without this RA number. Authorized RA numbers are to be written on the outside of outer shippers and on enclosed packing slips. The items are to be sent back to the Somme Institute® Corporate Office via a carrier that provides tracking #s and delivery confirmation. Damaged goods should never be returned to the Somme Institute® warehouse.
- **COMPLIMENTARY COLLATERAL MATERIAL:**
 - Somme Institute® provides an allowance for 5% of wholesale orders for retail product purchases. The 5% allowance can be redeemed in complimentary collateral items (i.e. samples, testers, and brochures) as listed on the Order Form.
 - Additional collateral material over the 5% can be purchased at the pricing listed on the Order Form
 - Somme Institute® does not permit any products given as gratis to be sold.
 - Somme Institute® does not permit promotional items to be altered for sale.
- **PRODUCT DISCOUNTS:**
Somme Institute does not allow its merchandise to be discounted.

- **ANTI-DIVERSION POLICY:**

- **Help Somme Institute Fight Diversion:**

Somme Institute is a research company that sells skin care products exclusively in spas, salons, high-end boutiques and **authorized** online retailers. If you purchase Somme Institute® from an unauthorized dealer, you are buying diverted and/or counterfeit products that are **not** protected by our warranty. These unauthorized dealers may be online or they may even be your local pharmacy or supermarket, or grocery stores, discount outlets, retail chain, auction website, etc. Products that are diverted may be damaged, expired, tampered-with, made with unknown ingredients, and/or unsafe.

Report potential diversion directly to Somme Institute®. If you notice Somme Institute® products for sale outside of a professional spa, salon or high-end boutique, or believe you have purchased diverted or counterfeit products, please contact us immediately by calling toll free 866.667.6663. The information you provide to us will remain strictly confidential and will be used for obtaining additional information as needed by Somme Institute® in order to fight diversion.

- **Somme Institute® Anti-Diversion Procedure and Policies**

Product coding is used to track the movement of Somme Institute® products. These products are subsequently decoded in an effort to identify diverters.

Intelligence procedures uncover diversion schemes, including those involving stores and misuse of the internet.

ORDER PROCEDURES

- **PRICES:**
All prices are subject to change without notice. Orders are billed as per the prices on the date of the orders.
- **SHIPPING:**
 - Orders will be shipped within 3 days from order confirmation (*excluding holidays and weekends*).
 - Somme Institute® is not responsible for damage or loss of goods once the merchandise is placed in the hands of the carrier. In case of damage or loss, notify the carrier immediately to file a damage claim.

I have read and understand the terms and conditions mentioned above. Any and all questions will be directed to my Regional Account Manager.

 Account Name

Director's Name and Signature

Date