



Turbo Ion, Inc.

6800 8th Street, Buena Park, CA 90620 | T: 714. 521. 2255 | Fax: 714. 521. 0106
www.turboion.com | www.crocUSA.com | info@turboion.com

ACKNOWLEDGEMENT & ACCEPTANCE OF TURBO ION INC.'s TERMS OF SALE

Turbo Ion, Inc. dba CROC (“Turbo Ion”) manufactures, markets and sells professional hair tool appliances, wet-goods, accessories, and other professional related products.

Turbo Ion is committed to maintaining the professional reputation of its brand and eliminating the diversion of its professional CROC products. To maintain and protect the “CROC” brand, Turbo Ion has implemented strict policies and regulations for advertising and selling our products to distributors, wholesalers, and/or salon/business owners.

In consideration of having the right to purchase and sell products directly from Turbo Ion, the Purchaser (hereinafter the “Purchaser,” or “You”) agrees to the terms of sale, policies and regulations set forth below:

1. Terms of Sale

- A. *Purchase Orders for the Products.*** All Purchase Orders for the Products shall be submitted to Turbo Ion and these Purchase Orders shall be subject to the acceptance and/or rejection by Turbo Ion in whole or in part, at Turbo Ion’s sole discretion. Turbo Ion’s Purchase Order procedure require the following:
- i.** Purchase Orders received by Turbo Ion must include at the least Item description and quantity desired,
 - ii.** Purchase Orders must be received by Turbo Ion by one of the following: (1) telephone, (2) facsimile, (3) email, or (4) certified mail,
 - iii.** To send a Purchase Order by facsimile, please fax the Purchase Order(s) to **1 (714)-521-0106,**
 - iv.** To send a Purchase Order by email, please email the Purchase Order to Stephanie@turboion.com,
 - v.** To send a Purchase Order by certified mail, please mail Purchase Orders to **6800 8th Street, Buena Park, CA 90620.**
- B. *Payment to Manufacturer and Liability.*** The Purchaser shall remit full payment to Turbo Ion in advance by USA cashier’s check and/or credit card. All International orders must also be paid in advance by credit card prior to order processing.
- i.** Payment: All Purchase Order Payments not made by a USA Cashier’s check must be made by VISA, Mastercard, or American Express and must fill out and sign **Turbo Ion’s Credit Card Authorization to Charge Form.** Turbo Ion will charge and/or cash USA Cashier’s check prior to processing Purchase Orders.
 - ii.** Payment Terms: Once the Purchaser has established a reliable payment pattern (an Account of Good Standing) for six (6) months, the Purchaser may apply for payment terms on Purchase Orders with a minimum of forty-eight (48) pieces in total. To



Turbo Ion, Inc.

6800 8th Street, Buena Park, CA 90620 | T: 714. 521. 2255 | Fax: 714. 521. 0106
www.turboion.com | www.crocUSA.com | info@turboion.com

apply and inquire for payment terms, please contact your Turbo Ion sales representative.

- iii. Delinquent Accounts. Turbo Ion reserves the right to revoke payment terms when the Purchaser's account is delinquent two (2) or more times in one calendar year. In the event that the Purchaser's account is delinquent for more than sixty (60) days, the Purchaser's accounts will be submitted to a Collection Agency.

- C. *Turbo Ion Product Pricing/Price List*. All prices of Turbo Ion Products shall be made under and subjected to certain distributor/wholesaler pricing that Turbo Ion may establish and/or modify from time to time.
- D. *Turbo Ion Processing Time*. Excluding Original Equipment Manufacturing Orders/Private Label orders, Turbo Ion's processing time for Purchase Orders is typically 2-3 business days.

2. Purchaser Account Changes

In the event that Purchase needs to make any changes to his/her account, all changes must be received by Turbo Ion by one of the following: (1) telephone, (2) facsimile, (3) email, or (4) certified mail pursuant to the description in **1A**.

3. Shipping

- A. *Shipping Charge/Liability*. Purchaser shall be responsible for all shipping charges required to deliver the Purchase Order(s).
- B. *Shipment Refusals/Return*. Purchaser acknowledges and accepts that Turbo Ion will charge twenty-five (25) percent of the Purchase Order total plus any additional shipping charges/fees for any shipments delivered to the information received by Purchaser but returned to Turbo Ion.
- C. *Delivery Schedule*. Turbo Ion is not responsible for UPS delivery schedules or times of delivery. Purchaser shall be responsible for ensuring that he/she is present when the Purchase Order is delivered. As defined in **3B**, Purchaser will incur additional charges for all returned shipments to Turbo Ion.
- D. *Rush Delivery*. For any requests to deliver a Purchase Order within a twenty-four (24) hour time frame Purchaser must send order to Turbo Ion before 12:00 PM PST and Purchaser is responsible for all shipping costs. Please be advised that exceptions may apply.

4. Returns

- A. *Return Policy*. Unless authorized in writing, Turbo Ion does not accept any returns on processed Purchase Orders. Once Turbo Ion grants authorization in writing for any



Turbo Ion, Inc.

6800 8th Street, Buena Park, CA 90620 | T: 714. 521. 2255 | Fax: 714. 521. 0106
www.turboion.com | www.crocUSA.com | info@turboion.com

returns on a processed Purchase Order(s), Purchaser must complete and send a **Return Authorization Form (RAF)** to Turbo Ion.

- B. Return Liability.** Any authorized Returns are subject to a twenty-five (25) percent restocking fee per item. All returned products must be in their original packaging and new condition in order for Turbo Ion to accept the return.
- C. Return Time Frame.** Turbo Ion will not accept any returns for items purchased longer than thirty (30) days.
- D. Return Exclusions.** Turbo Ion will not accept any returns on limited edition and/or special items, sample pieces or on products damaged due to negligent acts on behalf of the Purchaser
- E. Shipment Breakage/Shortages.** Purchaser must report in writing any inaccurate or damaged Purchase Order deliveries within forty-eight (48) hours of delivery in order to be serviced by Turbo Ion.

5. Back Orders

Occasionally, an item a purchase orders may be temporarily out-of-stock. Purchaser acknowledges and accepts that Turbo Ion **does not** back order any products temporarily out-of-stock. Purchaser also acknowledges and agrees that his/her invoice will define and describe any items out-of-stock, not included or shipped. Purchaser is responsible for amending his/her records to reflect the changes in the Purchase Order immediately to avoid any future billing confusion/errors.

6. Limited Warranty & Disclaimer

Turbo Ion warrants its Product against defects in material or workmanship for one (1) year from date of purchase unless otherwise specified.

At its sole discretion, if Turbo Ion determines a product to be defective, Turbo Ion's Product warranty is limited to the replacement or repair of the defective product at no charge. If the Product unit is replaced, it will be replaced with a new product unit of the same style and type, no substitutions will be made.

This limited warranty shall not apply to any Product item subject to misuse, including static discharge, failure by Purchaser to follow instructions, product modification, ordinary wear and tear, negligent or improper operation, or which have been installed or soldered or altered during assembly or use and are not capable of being tested or resold. Modification, repair, or attempted repair of Product by anyone other than a Turbo Ion/CROC technician, without the written permission of Turbo Ion, will void this limited warranty.

Turbo Ion's limited warranty is also voided on any Product that is found to have an altered or tampered with serial number.



Turbo Ion, Inc.

6800 8th Street, Buena Park, CA 90620 | T: 714. 521. 2255 | Fax: 714. 521. 0106
www.turboion.com | www.crocUSA.com | info@turboion.com

Defective items must be shipped by Purchaser to Turbo Ion prepaid. Turbo Ion will ship the return or replacement Product item to the Purchaser using UPS Ground services. If Purchaser wishes to have the item express shipped to them, Turbo Ion. will charge the Purchaser for the upgraded shipping charges.

7. Minimum Advertising Price and Sale Price of Products

- A. *Manufacturer's Suggested Price.*** To assure integrity of Products line, fair pricing, reputation of the brand, and an orderly marketplace, Purchaser agrees to advertise all of Turbo Ion's (Manufacturer's) Products not lower than the Minimum Advertising Price ("MAP"). MAP refers to and is applicable to all published, advertised or publicly posted prices, regardless of the manner communicated and irrespective of the format or medium of communication, whether it be by electronic mail, postcard, flyer, radio or television, billboard, magazine, trade journal, airplane banners, newspaper insert, website banner or similar ad, webpage, facsimile, mailings, pre-recorded telemarketing messages, or any other form of advertising.
- B. *MAP Determination.*** MAP will be determined by the specified retail price listed on the most current Products price list produced by Turbo Ion. MAP for salon cost may only be offered to licensed professionals and may not be set lower than the most current Products price list without written consent from Turbo Ion.
- C. *Advertising to Customers.*** Purchaser shall be responsible for the advertising to its customers and shall be held liable for any violations of this Agreement by such customers or resellers. Purchaser represents and warrants to Turbo Ion that it has advised each of its customers of the MAP Policy, and each such customer has agreed to abide by the MAP policy.



Turbo Ion, Inc.

6800 8th Street, Buena Park, CA 90620 | T: 714. 521. 2255 | Fax: 714. 521. 0106
www.turboion.com | www.crocUSA.com | info@turboion.com

8. Internet and E-Commerce Sales, Diversion and Flea Markets/Swap Meets

- A. *Use of Advertising Material for Products.*** All pictures, images, and advertising materials for Products are the exclusive property of Turbo Ion and may be used only with Turbo Ion's prior written approval. Turbo Ion reserves the right to monitor where its advertising materials are used on the internet.
- B. *Advertising Policy for the Products Online.*** All products advertised on a web site or via e-mail must be advertised with a price greater than or equal to MAP as discussed in **Section 7**.
- C. *Internet Prohibitions.*** Turbo Ion strictly prohibits any Purchaser or distributor to list for sale and/or sell, directly or indirectly, on any Internet auction or discount site, such as eBay, Yahoo, Amazon, Overstock, or similar websites, any of Turbo Ion's Products. All of Turbo Ion's Products are intended solely for professional hair salons and high-end outlets. Sales on non-professional websites listed in this subparagraph, and on similar websites, will not be considered valid professional sales, and the original Product Warranties will not be honored under such circumstances.
- D. *Product Internet Covenant.*** Purchaser covenants not sell, offer for sale, distribute, or market Products to any other Seller, Distributor, or any other entity that sells, offers for sale, or engages in the sale, or bidding of Products via the Internet website known as eBay, any other internet "auction" site or discount sites, including, but not limited to, Overstock.com, Yahoo.com and Amazon.com.
- E. *Violation of Internet Covenant.*** If the Purchaser violates any provision described in **Section 8**, Turbo Ion has a right in its sole discretion to bar the Purchaser or seller from purchasing or selling Turbo Ion products.
- F. *Flea Markets/Swap Meets.*** Turbo Ion strictly prohibits any customer or distributor to list for sale and/or sell, directly or indirectly, at Flea Markets and/or Swap Meets, any of Turbo Ion's Products. All of Turbo Ion's Products are intended solely for professional hair salons and high-end outlets. Sales to non-professional outlets such as Flea Markets and/or Swap Meets, will not be considered valid professional sales, and the original Product Warranties will not be honored under such circumstances.



Turbo Ion, Inc.

6800 8th Street, Buena Park, CA 90620 | T: 714. 521. 2255 | Fax: 714. 521. 0106
www.turboion.com | www.crocUSA.com | info@turboion.com

9. Ownership and Interests of Trademarks and Other Intellectual Property

Purchaser acknowledges that the Trademarks “Turbo Ion,” “Croc,” other related Trademarks, Copyrights, Patents and Intellectual Property (the “IP”) are the owned solely and exclusively by Turbo Ion.

I HAVE READ AND UNDERSTAND THE FOREGOING TERMS OF SALE AND ACCEPT THE TERMS OF SALE SET FORTH ABOVE:

By: _____

Date: _____

Name: _____

Company: _____

Title: _____