

STANDARD CONDITIONS OF SALE

- * Komet Creations has instituted an order entry system whereby your sales orders may be entered through a hand-held computer carried by your Sales person. You will receive an instant printout of your order from the hand-held computer to sign as confirmation of the order. Your signature on the printout confirms your agreement with the following conditions of sale.
- * **TERMS:** Net 30 days from date of invoice. Customer agrees to make payments in full to Komet Creations for all amounts due according to Komet Creations invoice(s). Customer also agrees to pay Komet Creations as interest, an amount equal to 1.5 % per month , or the maximum provided by law (whichever is less) for invoice amounts that are past due. Should customer default in any such payment(s), Komet Creations shall have the right, without notice to customer, to declare all invoice amounts due and payable. In the event Komet Creations should commence any action or actions or otherwise seek to enforce this agreement against customer, customer agrees to pay reasonable attorney(s) fees, prior to and subsequent to judgment entered by a court of law and other expenses incurred by Komet Creations, whether or not suit is filed. Customer expressly waives the right to a jury trial. This agreement is strictly confidential and is not transferable or assignable without prior written consent of Komet Creations. Customer agrees to any change in liability for any debts incurred to Komet Creations due to a change in customer's form of business shall not be effective as to Komet Creations until Komet Creations receives actual notice of the change by certified mail. Venue for all disputes shall be the Superior Court of the County of Los Angeles and/or Municipal Court County of Los Angeles, CA.
- * This application and agreement is submitted by applicant to Komet Creations to obtain trade credit. Komet Creations reserves the right to decline credit to applicant in the event credit is extended to applicant to change or revoke applicant's credit limit on the basis of changes in Komet Creations's credit policies or applicant's financial condition and/or payment record.
- Komet Creations **DOES NOT GUARANTEE SALES** and all orders are subject to acceptance by our home office.
- **ALL SALES ARE FINAL.**
- * Komet Creations maintains strict standards with regard to Komet Creations product presentation and the general surroundings in which our products are sold. In most instances " swap meets," home or open air sales will not meet such standards and are grounds for termination of your account. Customer understands and agrees that all products sold by Komet Creations to the customer may be resold only to end-use consumers. Customer may not sell products to non-retail purchasers (such as distributors) without express written consent of Komet Creations.
- * Claims for any reason should be reported to our Corporate headquarters within ten (10) days of receiving merchandise.
- * Cancellation Policy: Notice must be received ten (10) days prior to requested ship date.
- * Refused shipments are subject to a restocking fee of 25% plus freight charges. Billed directly to your account.
- * All returns must be authorized in advance and are accepted only when an authorized return label has been issued. Credit will not be issued on shop worn or priced merchandise, product will be disposed of accordingly.
- * Proof of Delivery (POD): A service charge of \$25.00 will be assessed when Proof of Delivery indicates that merchandise was received by the customer.

Your signature on page one also confirms you have read and agree with the standard conditions of sale with Komet Creations.

Print Name _____ Title _____

Signature _____ Date _____

