

2016 BELAVA'S WHOLESALE TERMS & CONDITIONS

Belava is a USA based Manufacturer, offering its professional beauty products for resale through authorized distributorships. We regard every distributor working with us, as a member of the Belava family, helping the Belava brand reach its intended destination – the professional beauty salon & spa. In our attempt to make the whole sales process a smooth and streamlined transaction we have defined the following necessary terms and policies. Please take a moment to read and understand how our company operates.

OUR AUTHORIZED DISTRIBUTORS

To become an authorized Belava distributor you must agree to Belava's distributor terms and conditions, including but not limited to Belava's sales, shipping, returns and warranty policies, and have your distributor application accepted by Belava.

Authorized Belava distributors must meet the following requirements:

1. MAINTAIN CURRENT BUSINESS INFORMATION AND DISCLOSE ALL LOCATIONS THAT CARRY BELAVA PRODUCTS.

Maintain accurate and up-to-date company information and disclose all retail locations that carry Belava products throughout the term of your distributor relationship with Belava.

Qualifying retail locations can only be one of the following: your physical brick & mortar store(s), your commerce-enabled website(s), or temporary storefronts (events, trade shows, pop up stores, etc.)

2. SELL ON APPROVED RETAIL WEBSITE(S) ONLY.

Must only take orders via publicly accessible eCommerce enabled web pages hosted on websites owned and operated by your company.

Selling on 3rd party sites (eBay, Amazon, Alibaba, etc.) drop-ship accounts (Buy.com, Newegg.com, Overstock.com, etc.), classified sites (Craigslist.com, etc.) or direct messages on forums is strictly prohibited.

3. REPORT SELL-THRU.

Provide sell-thru information by SKU and approved retail location upon request.

4. BELAVA'S TRADEMARK AND BRAND POLICY.

Must agree to comply with Belava's Trademark and Brand Policy and represent yourself as an Authorized Belava Distributor in all print and online advertising and sales collateral.

Setting up businesses, registering domain names, or social media usernames that contain any of Belava's trademarks is strictly prohibited. To ensure compliance with Belava's Authorized Distributor Policy, you must only use approved marketing materials for all Belava products.

5. SELL TO CUSTOMER WITHIN AN ASSIGNED GEOGRAPHIC TERRITORY ONLY.

International distributors must be able to restrict customer order shipments to shipping addresses located within their assigned country or designated territory. Domestic distributions within the continental United States must be able to restrict customer order shipments to shipping addresses located within the continental United States and Alaska.

6. SELL TO RETAIL CUSTOMERS.

Sell to salon owners or beauty industry professionals only. Disclose all bulk sales made business to business to Belava upon request.

7. ONLY PURCHASE BELAVA PRODUCTS DIRECTLY FROM ASSIGNED AND AUTHORIZED DISTRIBUTOR.
Do not buy Belava products from other retailers, or from other sources not explicitly endorsed by Belava.
8. ONLY SELL BELAVA PRODUCTS IN ORIGINAL PACKAGING.
Do not alter original Belava packaging in any way prior to reselling Belava products. Removing Belava products from packaging and reselling Belava products in different packaging or under a different name is strictly prohibited.
9. ECOMMERCE BUSINESS SEPARATELY FROM OFFLINE RETAIL.
You must have the ability to plan inventory for your e-commerce business separately from inventory planned for your physical store's business and provide accurate sell-thru numbers for each.
10. USE KNOWN 3RD PARTY SHOPPING CARTS.
You must use a known a 3rd party shopping car system on all commerce-enabled websites owned and operated by your company.
11. USE BELAVA SUPPLIED CORE PRODUCT DATA IN FEEDS.
Must be able to use standard set of Belava supplied data in product data feeds that you distribute to 3rd party advertising venues unless prior written permission is obtained by Belava in advance.
12. NO BUNDLING BELAVA PRODUCTS WITHOUT OBTAINING PERMISSION.
Must not re-SKU or bundle Belava products in your online assortments and data feeds without receiving prior written permission from Belava.
13. OBEY THE LAW, ABIDE BY POLICY RULES AND SERVE CUSTOMER NEEDS.
Must comply with all applicable laws, rules, regulations and policies related to advertising, sale, and marketing of Belava products. Must provide a level of sales support and customer support for our customers that, at a minimum, demonstrate industry best practices.

FAILURE TO COMPLY WITH ALL OF THE TERMS IN AUTHORIZED BELAVA DISTRIBUTOR POLICY WILL RESULT IN SUSPENSION OR TERMINATION OF YOUR ACCOUNT.

BELAVA TRADEMARK AND BRAND POLICY

Belava is passionate about protecting the quality and reputation of our brand, which is recognized for its innovation, workmanship, and fine customer service. We recognize that all of our authorized distributors need to be able to use Belava's name, logo, images, artwork and slogans ("Belava's Brand Identity"). In order to support our authorized distributors we are happy to provide Belava's Brand Identity subject to certain rules and limitations. Below you will find our guidelines, so that you can interact with the Belava brand correctly.

Usage Guidelines

Belava's brand elements are an important part of our brand and we require that they be used properly, therefore we reserve the right to limit and control their use. Belava's brand elements (our name and logo) are registered with the US Patent and Trademark Office and may not be used without our written permission.

1. Do not alter or modify the marks or use them in a confusing way that suggests Belava sponsors or endorses you or your products or services, or confuses the Belava brand with another brand.
2. Use only Belava's proprietary product images and Belava's art files for logos.
3. Use only the Belava name and logo with Belava's product images.

4. Use Belava's Brand Identity and brand keywords for product description, employing correct wording and spelling of our trademarks.
5. Use Belava's Brand elements only in printed materials, websites, and catalogs that bear your company name. All sub-distributors must be granted written approval rights directly from Belava before using Belava's Brand Identity.
6. Our marks may not be used as part of your product name without Belava's express written approval and must be used in a way that appears less prominent than your product or service name.
7. Please do not use our marks in any way that would damage the marks, be misleading to consumers, or be derogatory to Belava or its goods or services.

We take the protection of our brand very seriously. Authentic Belava products are available worldwide in a growing number of retail stores and distributor outlets. By purchasing your Belava products from an authorized retailer, reseller, or distributor, you are helping us maintain the authenticity of our brand.

ORDER PLACEMENT

All orders are subject to acceptance by Belava.

An order can be placed by emailing distributors@belava.com or fax to 818-592-0202. Please allow up to 24 hours for the order to be acknowledged. If you do not hear from us with a confirmation that your order was received within 24 hours from the time you contacted us, please call us at 818-708-7131! Your order has not been ignored, but could be missed inadvertently.

Upon receipt of the Distributor's order we prepare and submit back for Distributor approval our Proforma Invoice (via email or fax). We consider an order to be ready for processing once we have received the Proforma Invoice with Distributor approval. This step is vital to ensure the accuracy of the quantity, prices, product colors and shipping method.

From the time your order is placed with us until the goods are rendered to the shipper for delivery a few important steps need to take place:

The shipping address and the telephone number for delivery must be specified and verified for accuracy

The shipping method and its cost will be obtained and arranged by Belava (unless Distributor is using its own choice of forwarder) and submitted for Distributor's consideration and approval

Payment has to be received in full in order for the goods to be shipped out, unless request for term payment was submitted and granted

Shipment Notification, including the name of the transportation company, the shipper's contact info, the Bill of Lading number and the estimated delivery time will be emailed to you once the goods are shipped from Belava's warehouse.

Guidelines for Ordering

SALON SUPPLIES

WHOLESALE PRICES

Wholesale prices for Belava Salon Supplies are subject to a minimum order of \$750.

TIER 1 WHOLESALE PRICE

40% off Salon Price with orders of \$750, shipping is paid by distributor.

TIER 2 WHOLESALE PRICE

50% off Salon Price with order of \$2,500 and discount on shipping of \$100 per pallet.

SHIPPING & PACKAGING

We ship Salon Supplies packaged in Distributors cases.

Direct shipment to your customer of Salon Supplies is not available.

SALON EQUIPMENT

NO MINIMUM ORDER

No minimum order is required when orders are placed for Belava Equipment, excluding nail tech stool item.

AVAILABILITY

The products in this section are available to distributors carrying the complete Belava Product Line.

WHOLESALE PRICING

All prices for equipment are Single Tier prices.

SHOWROOM PRICE

We offer 1 piece of equipment for your show room at 50% off Salon Price.

SHIPPING & PACKAGING

We only ship Salon Equipment via LTL with flat shipping rate for delivery to business locations; we will charge additional \$50 for residential delivery; NO inside delivery available. We will ship ordered Salon Equipment directly to your customer.

ORDER CANCELLATION

If you wish to cancel your order, you must do so within 48 hours of placing your order. Cancellations made after the order has been approved by you and scheduled for delivery will be treated as returns.

MINIMUM ORDER REQUIREMENT

For Salon Supplies - A minimum order of \$ 750 US dollars is required for Tier 1 wholesale prices. A minimum order of \$2,500 US dollars is required for Tier 2 wholesale prices and shipping discount.

For Salon Equipment – No minimum order requirement for purchases of pedicure chairs and other equipment, excluding tech stools. Wholesale prices for Salon Equipment are only available to distributors who carry Belava salon supplies.

PRICING

Distributors shall not, under any circumstances, or for any reason, sell, or dispose of, any products manufactured by Belava at any price below Belava's Tier 2 wholesale cost.

LEAD TIME

Our standard order processing time is:

For Salon Supplies - 14 business days standard lead time before the order is ready to be shipped out. The lead time starts at the time Belava's Proforma Invoice is approved by distributor.

For Salon Equipment - 4-5 business weeks for made to order pedicure chairs and other upholstered equipment plus delivery time. For small equipment such as technician stools the lead time is 2 weeks plus delivery time.

Large orders may require a longer assembly time. In such instances, we will notify you of the additional lead time required.

Occasionally we experience difficulties with our materials and parts suppliers. In such instances we will inform you in advance if your order cannot be processed within a reasonable time; we will provide you with an estimated time for your order to be completed and ready for shipment.

PACKAGING—DISTRIBUTOR'S CASE

Belava packages and ships products in the following manner:

PEDICURE TUB W/ DISPOSABLE LINERS (START-UP KIT)

Belava Start-Up Kits (1 pedicure tub with 20 disposable liners) 12 per case, each kit individually bagged; ready for resale.

DISPOSABLE LINER REFILLS FOR PEDICURE TUB

300 disposable liners per case, each 100 liners individually wrapped bagged ready for resale by 100 liners. Therefore please order disposable liners in increments of 300.

FOOT HEATER/MASSAGER

Each Belava foot heating/massaging unit, with complimentary pedicure tub and 20 disposable liners, is individually boxed for resale.

For orders shipped "single box" via FedEx Ground or UPS Ground we will be adding an extra protection to our packaging. A master case will contain 3 individually boxed units. In order to accommodate "extra protection" the purchase order for the heating/ massaging units shipped via "single box" must be in increments of three (3) units.

For orders shipped via LTL shipment the heating/massaging units, boxed individually, will be palletized. Palletized shipments of heating/massaging units can be ordered in any increment.

TRIO FOOT SPA

Belava Trio Foot Spa (bowl with pedicure tub and 20 disposable liners) 3 per case; each is individually bagged; ready for resale.

SALON MANICURE BOWL WITH DISPOSABLE LINERS (KIT)

Belava Salon Bowl with 20 disposable liners (the kit) is packaged 12 kits per case, each kit individually wrapped in a polybag; ready for resale.

DISPOSABLE LINER REFILLS FOR SALON MANICURE BOWL

300 disposable liners per case, each 100 liners individually bagged; ready for resale by 100 liners. Therefore please order disposable liners for salon bowl in increments of 300.

INDULGENCE CHAIR

Belava Indulgence Chair is shipped partially assembled in 2 boxes on a single pallet. The 1st box contains chair cushion, head rest, foot rest, tech stool and Belava heater/massager with pedicure tub and 50 disposable liners. The 2nd box contains the assembled base with hydraulic pump. Chair assembly instructions are enclosed within the shipment.

EMBRACE CHAIR

Belava Embrace Chair with the Belava heater/massager, pedicure tub, 50 disposable liners, and tech stool is shipped fully assembled on a single pallet

STANDARD STOOL

1-4 stool ships semi-assembled in 1 box

PERFORMER STOOL

Ships fully assembled in 1 box or semi-assembled when an order of 2 Performers Stool is placed.

TRANSPORTATION MODE

For orders less than \$2,500 requiring LTL shipment (excluding salon equipment), the distributor can choose its own shipper. Distributors that choose their own carrier will be responsible for providing us with a BOL and for calling Belava 24 hours in advance to schedule a pick-up time. Otherwise Belava will assist with arranging the forwarder upon approval by distributor. For non-palletized shipments we use FedEx Ground services.

For all orders over \$2,500 and for all equipment orders, the shipper will be selected by Belava, unless the Distributor requests a reasonable alternative. For all orders of salon supplies over \$2,500 and equipment orders the dimensions and the type of pallet used are determined by Belava.

SHIPPING TERMS

The shipping terms for all orders placed by Distributor (shipped either to Distributor's place of business or directly to the customer's location) are FOB Belava's warehouse. Risk of loss due to the damage or destruction of Manufacturer's Product shall be borne by Distributor after delivery to the carrier for shipment. The Distributor is solely responsible for merchandise damage incurred during shipping.

When we are shipping the equipment directly to your customer's location, we would like to remind you to contact your customer with the information included in our Shipment Notification. A duplicate of the Shipment Notification can be provided to your customer upon request and availability of recipient's email. We can also provide you with the details of the pallet, box dimensions and the product weight to help you prepare your customer for the delivery. The delivered equipment is bulky and its weight exceeds 50 lbs. per box. Please advise your customer to make any necessary arrangements for assistance that may be needed at the time of delivery, as drivers are restricted by their transportation companies from assisting with any inside delivery.

We request all transportation companies provide a courtesy call to your customer to schedule delivery appointment (in most cases 24 hours before delivery). From our extensive experience, all this scheduling may not be enough to ensure painless delivery of the equipment to your customer. Transportation companies provide an "estimated" time for delivery and reserve the right to diverge from such estimates. Please advise your customer to contact the shipper's dispatcher at the phone number provided in Shipment Notification to obtain more accurate information about delivery day and time.

RISK OF DAMAGE DURING THE SHIPMENT

All Belava products leave our warehouse in working condition ready to be presented to your customer.

When we contract with the transportation companies on your behalf we strive to ensure a safe delivery. Belava ships palletized shipments with all appropriate labels, including but not limited to "FRAGILE" and "NON-STACKABLE". We work with only a few very reputable transportation companies with whom we have built a long term relationship. However, damage and loss during an occasional shipment is unavoidable.

To ensure that you receive your complete order in acceptable condition, the National Claims Council Regulations specify that the receiving party must inspect, examine and inventory the shipment as it is unloaded.

We cannot be held responsible for freight damage. The buyer (distributor) is solely responsible for merchandise damage incurred in shipping. As a receiving party you must call the freight inspector and you must file the claim. Ultimately it is the transportation company's responsibility to deliver the shipment in good condition, and it is the distributor/customer's responsibility to inspect and sign for the products and note any damage. To help you minimize any risk of loss, we suggest you immediately inspect the delivered shipment for damage or shortage, in the presence of the shipper's representative. Per most of the transportation companies policies the claims for missing or damaged product will only be accepted with the driver's or shipping representative's signature and within 24 hours of delivery.

All orders shipped as separate cartons will not be released to the carrier unless a "Release of Liability" form has been signed by the distributor, to accept the increased risk of product damage during shipment resulting from loose carton packaging as opposed to a palletized shipment.

We will make a reasonable effort to package your order in the manner we find most assuring for the safe and complete delivery of Belava's product, with consideration for the size of the shipment related to its shipping cost.

Any deconstruction of palletized orders, or instructions given or actions taken by the distributor or its forwarding agent, in contradiction of the Belava express shipment recommendations, is the sole responsibility of the distributor. Belava is not liable for product damage incurred from deconstruction of palletized shipments, stacking or any other shipping practices not endorsed by Belava.

SHORTAGE

If you feel a part of your order is missing, document the product and quantity missing, and contact Belava within 24 hours, either via telephone at 818-592-0209, or via email at distributor@belava.com. *Please be sure to check quantities against the packing slip and your invoice at the time of receipt, ascertaining that the missed product is not the result of loss during shipping.*

MANUFACTURER WARRANTY

Belava offers a 1 year product replacement warranty against manufacturer's defects from the date of purchase by original USA end user. To activate the manufacturer's warranty the Registration Card must be completed by the user and submitted to Belava within 15 days from the date of purchase. Proof of purchase and the activated registration with Belava is required for the policy to take effect.

The warranty is valid only for manufacturing defects and does not warrant against the regular wear and tear. Alteration, misuse, abuse, or unauthorized repair of Belava's product will void the warranty

OPTIONS AFTER WARRANTY EXPIRATION

To prolong the useful life of a Belava product after warranty expiration we offer the following options:

For the Belava foot heater/massager – a \$80 fee covers repair or replacement, at Belava’s discretion (the fee is subject to change to account for inflation); shipping of the unit from and to the customer is not included

For Belava’s equipment: We offer a variety of upholstered replacement parts for our chairs, including arm rests, cushions, foot rests and head rests. Review the replacement parts section of this catalogue for the prices and the parts available.

We offer non-upholstered replacement items for our chairs including manicure tables, pneumatic pumps, cushion vibrating mechanisms, remote controls, reclining mechanisms and the levers. Review the replacement parts section of this catalogue for the prices and the parts available.

WARRANTY RETURN POLICY

This process begins by contacting Belava for a Return Merchandise Authorization (RMA) form.

Once the product is received and inspected for validity of the claim, the replacement product will be send to the original end user.

The replacement product will not be released until the original defective product has been received by Belava.

DISTRIBUTOR’S STOCK RETURN POLICY

If you are unsatisfied with the sales performance of a Belava product you may return the product within 3 months of the invoice date. To return merchandise, contact Belava either via telephone at 818-708-713, or via e-mail at distributors@belava.com. When contacting Belava about a return, please provide the company name, invoice number and date, identify the products to be returned and the reason for return.

No stocked product will be accepted for return without a RMA.

All returns are subject to a 20% restocking fee. Refunds for returned merchandise will be pro-rated according (i) to the condition of the merchandise upon receipt by Belava and (ii) quantity of merchandise returned to Belava. The condition of returned merchandise will be determined by Belava, in its sole discretion. Refunds are assessed and distributed according to the prices paid on the relevant invoice date. Refunds on merchandise purchased at discounted or “special” rates or promotions will be distributed according to the discounted rate that appears on the relevant invoice, not at regular distributor prices. Original shipping costs are non-refundable. The distributor is responsible for return shipping cost and any product damage resulting from return shipment. The distributor is responsible for packaging the return merchandise in such a way as to protect it from damage during shipment.

RETAIL RETURNS

If the original end user is unsatisfied with a Belava product purchased from an authorized distributor, they may return the product within 21 days of its purchase for a refund of the product cost reduced by a 20% restocking fee. Returned product must be in resalable condition. Original shipping charges are not refundable and the customer is responsible for return shipping charges. All products must be returned in their original packaging. All returns are subject to a 20% restocking fee. Refunds for returned merchandise will be pro-rated according (i) to the condition of the merchandise upon receipt by Belava and (ii) quantity of merchandise returned to Belava. The condition of returned merchandise will be determined by Belava, in its sole discretion. Refunds are assessed and distributed according to the prices paid on the relevant invoice date. Refunds on merchandise purchased at discounted or “special” rates or promotions will be distributed according to the discounted rate that appears on the relevant invoice. Original shipping costs are non-refundable. The customer is responsible for return shipping cost and any product damage resulting from return shipment. When returning the product, customer will be asked to use a carrier that provides shipment tracking information with proof of delivery. The customer will be asked to adequately package the item they

are returning to protect it during shipment. Belava reserves the right to reduce the amount of the refund if a product is returned in damaged condition, whether from use or shipment.

All chairs made to order in custom colors are subject to additional 20% restocking fees above and beyond standard reduction fees per the above policy.

ACKNOWLEDGMENT

BY PLACING AN ORDER WITH BELAVA, LLC, THE DISTRIBUTOR/WHOLESALE ACKNOWLEDGES THAT HE/SHE/IT HAS READ THE TERMS AND CONDITIONS CONTAINED IN THIS POLICY AND AGREES TO BE BOUND BY SUCH TERMS AND CONDITIONS.

BELAVA, LLC RESERVES THE RIGHT TO MAKE CHANGES TO THESE TERMS AT ANY TIME. BELAVA, LLC ALSO RESERVES THE RIGHT TO REQUEST ADDITIONAL ACKNOWLEDGMENT OF THE TERMS CONTAINED IN THIS POLICY OR ANY SUPPLEMENTAL AGREEMENT THAT MAY EXIST BETWEEN BELAVA AND ANY DISTRIBUTOR/WHOLESALE.