



Jinny Beauty Supply

ATLANTA • CHICAGO • DALLAS • DETROIT • HOUSTON
LOS ANGELES • MEMPHIS • MIAMI • NEW JERSEY

NEW CUSTOMER APPLICATION For Institutional Account

Sales Rep _____ (OFFICE USE ONLY)

Date _____

Facility Name _____

Facility Address _____

City _____ State _____ Zip Code _____

Phone # _____ Alternate # _____ Fax# _____

Resale Certificate# _____

Purchasing Agent(s) Information

Name _____

Employee ID # _____

Phone # _____ Alternate # _____ Fax # _____

Email _____

List Persons Authorized to Charge:

1. _____ 2. _____ 3. _____

<p>Do you have a UPS/FedEx account you want Jinny to ship merchandise with? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>UPS # _____ FedEx # _____</p>

<p>Do you use purchase orders? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

<p>Do you wish to receive sales Promotions by <input type="checkbox"/> Mail -or- <input type="checkbox"/> Email</p>

Accounts Payable Contact Information

Name _____

Employee ID # _____

Phone # _____ Alternate # _____ Fax # _____

Email _____

***Purchase Order Minimums: \$150 for UPS/FedEx Parcel Shipping, \$500 for Freight**
Jinny Beauty Supply retains the right to reject any purchase order. All information above is for internal accounting use only.

Please Return Form to: customerservice@jinny.com or Fax# 770-734-0556, Attention - Institutional Sales

Jinny Beauty Supply Policies

RETURN POLICY

- Original invoice must be presented at all times.
- Damages or returned items will not be accepted after six (6) months of the purchase date.
- Jinny reserves the right not to accept returns under certain circumstances which

- violate Jinny policies.
- Number of returned items must match the purchase quantity of its original invoice.
- There will be a 20% restocking fee for cancelling and returning merchandise.
- No refund for down payment or earnest money after preparing the order.

GOOD ITEMS (Saleable Products) IN "ORIGINAL CASE"

- Customer returns within 14 days of purchase, we will give you FULL CREDIT minus a 20% restocking fee
- Returns within 15 days - 59 days of purchase, we will deduct 10% from your original invoice.
- Returns over 60 days of purchase, we will deduct 20% from your original invoice.
- Returns over 120 days of purchase, we will deduct 40% from your original invoice.
- Returns over 6 months will not be allowed.

GOOD ITEMS (Saleable Products) NOT IN "ORIGINAL CASE"

JINNY WILL DEDUCT AN ADDITIONAL 10% FROM YOUR ORIGINAL INVOICE. For example: If a customer returns the product after 70 days, without the original box, Jinny will deduct 30%.

DAMAGED ITEMS

JINNY WILL NOT ACCEPT ITEMS: NOT PURCHASED FROM JINNY, DISCONTINUED PRODUCTS, AND ITEMS WITH THE STICKER PRICE AND/OR SECURITY STICKERS. ALL ITEMS ARE SUBJECT TO BE DISCARDED WITH NO EXCHANGE OR CREDIT GIVEN.

PRIVACY POLICY

It is with utmost respect that our company will always protect our customers' financial information from any inside Jinny members and especially to the outside world. We feel very strongly that your financial information and financial business relationship with our company is something very private between both parties.

Therefore, our companies **HAS NOT** and **WILL NOT** give out "Credit References" or "Trade References" to any outside companies.

SO PLEASE DO NOT USE OUR COMPANY AS YOUR CREDIT REFERENCES IN THE FUTURE

In order for Jinny to fully support our customers more efficiently and effectively, please, abide by these policies. These policies will not be flexible and nor shall Jinny.

TRUCKING & DAMAGE/SHORTAGE CLAIMS

IN ORDER FOR THE CUSTOMER TO RECEIVE FULL CREDIT, YOU MUST DO THE FOLLOWING:

1. First verify that the pallet is intact. Check our Shrink Wrap to make sure that it has not been cut or torn anywhere. If the Shrink Wrap is torn apart, notify Jinny Credit Dept. and write it down on the Bill of Lading.
2. If there are any damages, write down exactly what is damaged on the Bill of Lading and have the truck driver sign it.
3. Please, fax a copy of the Bill of Lading and notify the Credit Department regarding the claim after the delivery has been completed.
4. You are allowed to claim the damages and shortages with Jinny within ten (10) days after the shipment day. We WILL NOT accept any claims after ten (10) days.
5. Remember, you can always refuse any damaged boxes to the truck driver, but be sure to get it signed before giving it to them and notify Jinny.
6. All shipments must be counted and if there are any shortages or surplus, you must have the driver sign for it. If any shortages are not signed, Jinny will not accept these claims.
7. All our invoices are always attached to the skid/pallets. They are either located on the side or on top of the skid. Before you throw away any plastic wrapping, make sure there are not any invoices or other important documents attached to it.

SHIPPING AND HANDLING

Through commercial truck carriers. (All the products are shrink-wrapped, then trucked out to its destination.) Through UPS, air or ground service. (This service is recommended if the order is small in terms of the weight. The cost of shipping and handling will be added to the invoice.) We also offer local delivery service with our own trucks & vans. The minimum UPS purchase is \$150.00. The minimum freight purchase is \$500.00

JINNY POLICY

- Warranty** There are no warranties, express or implied, of merchantability, fitness for a particular purpose or otherwise, which extend beyond the manufacturers description on the label of each product.
- Liability** Jinny Beauty Supply shall not be deemed responsible nor held liable for any damages or claims for injuries, whether intentional or accidental, relating to the misuse of any product.
- Quantities** We reserve the right to limit order quantities.
- Past due account - If payment is not made in accordance with credit terms, Jinny Beauty Supply, will pursue its own legal action towards collecting the unpaid balance at whatever the cost. You will be responsible for all legal fees.**
- Shipping** All orders are considered F.O.B. unless otherwise previously approved.

- Restock Fee** If customers do not pick-up orders within 1 month of placement, or cancel their trucking order after items have been picked, ordered items will be automatically restocked and the customer will be charged a penalty of 10% of the order amount. All future orders will be pending until the restock fee is cleared. There will be a restocking fee of 20% for canceling and returning merchandise.
- Claims** Must be made within **3 days of delivery**, please notify customer service immediately upon receipt.
- Refunds** No refund for down payment or earnest money after preparing the order.
- Returns / Exchanges** Office approval and product invoices are required.
- Return checks** Any returned check involves a \$25.00 service charge.

Opened Credit Agreement

Credit privileges with Jinny Corp., Jinny Beauty Supply Company, Inc. or any of our operating divisions, affiliates or subsidiaries (collectively "Jinny") are offered as a convenience to our customers, and may be withdrawn at any time at the sole option of Jinny. By signing this credit application, customer acknowledges that it has read this agreement and that it fully understands and accepts the terms of this agreement.

CREDIT APPROVAL - Credit will be extended only to customers who have established credit worthiness, who are not past due with Jinny or any other supplier, and who are approved by Jinny. Credit privileges may be suspended or canceled by Jinny at its sole option at any time. Customer acknowledges that Jinny may request credit reference information on us at any time and agree to hold harmless and indemnify Jinny for the information provided.

CREDIT POLICY - Customers will receive an invoice not less often than monthly for product ordered from any of Jinny's locations. Invoices not paid by the 30th day after the original invoice date will be considered past due and will be assessed a finance charge as hereinbelow provided. Jinny may from time to time provide customer with statements showing open invoices and accrued finance charges; however, customer's obligation to pay Jinny for product sold to customer on credit commences with the date of shipment. Alternatively, accrued and unpaid finance charges may be included as part of customer's next invoice for product ordered and shipped, and shall be immediately due and payable. Jinny will accept credit cards as a form of payment at no charge at the time an order is placed; however, credit cards used to pay invoices will incur an additional charge of 3% on the total unpaid balance.

FINANCING CHARGES - A finance charge will be added to all balances thirty (30) days past the original invoice date, until paid, at a rate of 1.5 percent per month (an ANNUAL PERCENTAGE RATE [API] OF 18.0 PERCENT) on all purchases. Jinny does not agree or intend to contract for, charge, collect, take, reserve, or receive (collectively referred to herein as "charge or collect"), any amount in the nature of interest, finance charges or in the nature of a fee for these credit privileges, which would in any way or event (including demand, prepayment, or acceleration) cause Jinny to charge or collect more for these credit privileges or finance charges than the maximum it would be permitted to charge or collect by federal law or the law of the state from which the invoice was generated or product was shipped by Jinny (as applicable). Any such excess interest, finance charge or unauthorized fee shall, instead of anything stated to the contrary, be applied first to reduce the principal balance of the amount due Jinny, and when this amount has been paid in full, be refunded to customer.

ADJUSTED BALANCE - The finance charge will be computed by applying the periodic rate shown above to the balance owed on the past due invoice, including unpaid finance charges from the previous billing period, and subtracting payments received and credits issued.

C.O.D. PURCHASES - All customers who have not been approved for credit will be on a cash, credit card, or prepaid basis only. Before customer picks up or receives any delivery of product, the invoiced amount must be paid in full.

DISPUTES AND DEFAULTS - Your request for credit privileges with Jinny, as set forth in this agreement, shall be deemed a contract made under the laws of the State of _____, and performable in _____ County, _____. Any invoice rendered by Jinny pursuant to this agreement shall be construed and enforced, along with all matters arising thereunder or related thereto, in accordance with and governed by the internal laws of the state in which such invoice is rendered by Jinny, without reference to the rules thereof relating to conflicts of law. You hereby irrevocably submit to the jurisdiction of the state and federal courts located in such state of rendition and agree and consent that service of process may be made upon you in any legal proceeding relating to any account relationship established under this agreement, the rendition of services or provision of goods by Jinny to you or any other relationship between you and Jinny by any means allowed under state or federal law. By signing this agreement, you agree that any legal proceeding arising out of or in any way related to any account relationship established under this agreement, the rendition of services or the provision of goods by Jinny to you, or any other relationship between you and Jinny may be brought and litigated in any state or federal court located in _____ County, _____, or in any state where Jinny maintains a place of business. By engaging Jinny to provide services and/or goods to you, you hereby waive and agree not to assert, by way of motion, as a defense or otherwise, that any such proceeding is brought in any inconvenient forum or that the venue thereof is improper.

The undersigned states that the information supplied on this Credit Application is for the purpose of securing credit with Jinny Corp and that such information is true and complete. You are hereby authorized to obtain such further information as is necessary concerning the information stated on this application.

The undersigned further jointly and personally guarantees the payment of all monies due Jinny Corp.

Signature _____ Date _____

The undersigned agrees to abide by all Jinny Policies.

Printed Name _____ Title _____