

PRODUCT ORDER FORM TERMS AND CONDITIONS

1) Completing Product Order Forms

All product order forms must be filled out completely and clearly in order to properly credit the correct distributorship for volume consideration. Order forms with incorrect calculations or missing information may be delayed or returned to the Distributor with no action taken. All shipping information must be completed. Please remember to include a residential street address for FedEx.

2) Payment Information

NEFFUL will accept Personal Checks, Cashiers Checks or Money Orders made payable to: "NEFFUL USA, Inc." for the full amount due, including applicable sales tax, and shipping charge. All payments must be made in U.S. dollars. NEFFUL also accepts cash, Visa, MasterCard or Discover. For verification purposes, a credit order must be placed by the credit card holder with an authorized signature. NEFFUL will only accept payment from distributor himself/herself, or payment from other distributors who are in the same organization as the ordering distributor. NEFFUL will not accept payment from retail customers. There will be a \$30.00 transaction fee for any insufficient funds check.

Sales Tax Collection: Most states require Independent Distributors to pay applicable sales tax based upon the Suggested Retail Price of the products and the Distributor Cost of Sales aids. In order to ensure compliance in each tax jurisdiction, all orders will be subject to sales taxes based on the "ship-to" address.

3) Product Exchange/Replace Policy For Distributors - Original invoice(s) required

NEFFUL will exchange unworn garments with all tags attached and unopened products in its original package within 30 days of invoice subject to the following conditions: Under any circumstances, there will be no exchanges for any promotional or discontinued items. NEFFUL will replace unopened Newell products within 14 days from the invoice date only if the products were damaged in shipment, were incorrectly sent, or are of substandard quality. Returned Newell products will be replaced with the same item(s). All exchanges are allowed only if you are exchanging for an item or items of equal or greater value. Products will not be allowed for exchange if it has been used (i.e. tried on, worn, washed, discolored or damaged). Products will also not be allowed for exchange if the packaging or the instructions are missing or damaged.

4) Buyback Policy - All buybacks after 3 days will require Distributorship Resignation. Original invoice(s) required.

NEFFUL will buyback unworn, resalable and restockable merchandise with all tags attached and in its original packaging: NEFFUL will offer a full refund (100%) on all merchandise and distributor kits, with the exception of opened Newell products; for a period of 3 business days from the date of receipt of products, less actual shipping charges and applicable bonus and commissions earned.

After 3 business days from the date of receipt of the products, NEFFUL will buy back from distributor with the following condition: **a)** Limited Quantity merchandises and Promotion merchandises ninety-percent (90%) for a period of 3 months; Limited Quantity and Promotion merchandises will be denoted with (*) on original invoice. Autoship items are considered promotion merchandise. **b)** all other products and distributor kits ninety-percent (90%) for a period of 12 months, from the date of receipt of the products, less actual shipping charges and applicable bonus and commissions earned.

All buybacks after 3 Business days from the date of receipt of the products will require distributor resignation. Please allow 10 days for all buyback requests to be processed.

5) Shipping Policy

Distributors should notify NEFFUL within 7 days of receipt of the shipment of any errors, omissions or questions about the received shipment. NEFFUL will correct any notified errors within 7 days from the receipt of the shipment. After the grace period, NEFFUL will not be responsible for any errors, omissions or problems. FedEx 3 day, 2 day and next day air are available with extra charge. If the shipping address needs to be corrected by FedEx due to reasons other than entry mistakes by NEFFUL, there will be a \$10.00 charge (FedEx address correction fee).

6) Volume Changing / Transferring

NEFFUL will not allow any volume changing or transferring in any case.

7) Distributor's Right to Cancel Orders

You may cancel this transaction, without any Penalty or Obligation, within 3 business days from the invoice date on this order.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, please mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to customer service: NEFFUL USA Inc., at 18563 E. Gale Ave, City of Industry, CA 91748 no later than midnight of 3rd business day after receipt of the products.