

The Original Cult, Inc. Terms & Conditions

Our terms & conditions are always evolving and have been established over the 22 years The Original Cult, Inc.® has been delivering original clothing to the independent boutique. We ask that you carefully read this page and sign the bottom and fax it in with your order. We want you, the buyer, to understand that as a manufacturer, The Original Cult, Inc.® spends money, time and energy on behalf of your order with us. We have established these terms and conditions, which we believe are fair for all parties concerned. If you have any comments, or concerns we would welcome your feedback. (drew@theoriginalcult.com)

Ordering Procedures

Please do not put styles from different catalogs on the same P.O. form. Our minimum order is geared towards independent boutiques. It is as follows... 4 per style / per color. Any quantities less than the stated minimums will be charged a 20% surcharge. Try to order in a size scale. Custom or private label orders require a 50% deposit.

New Accounts

Unless satisfactory references have been verified, ALL NEW ACCOUNTS MUST PAY A 20% DEPOSIT OF THE AMOUNT ORDERED. PLEASE REMIT WITHIN 5 BUSINESS DAYS. ORDERS WILL NOT BE PROCESSED WITHOUT A DEPOSIT. Our policy is to hold 20% of your open orders. Deposit dollars will be allocated to your outgoing shipments. Our policy is to secure a deposit against every order until we have established A SATISFACTORY payment history of 1 YEAR.

YOU HAVE TWO OPTIONS FOR PAYMENT

1. YOU CAN WIRE TRANSFER THE FUNDS DIRECT TO OUR BANK ACCOUNT... SEE THE PRECEDING PAGE FOR OUR BANK TRANSFER INFO.
2. OR YOU CAN GIVE US YOUR CREDIT CARD NUMBER.

Terms

Company check and Net 30 terms must be approved by our factor, CIT Group, and can take 2 weeks depending on how much you have your financial information together. It helps very much in the credit approval process if you push the request from your end to our factor, so call them after we submit your order. Their phone number is 213-576-4635, ask for Mennen. Past due invoices will incur interest charges at 1.5% per month. If your company does not qualify for Net 30 or company check, you will be required to pay a 20% deposit and receive your goods on C.O.D. certified check terms, or you can put it on your credit card. We take MasterCard / Visa / American Express. Our wholesales prices reflect a 2% discount for payments made by cash, checks, wire transfers to our bank account or factor approved net 30's. Payments made using credit cards are not intitled to the cash, check, bank transfer, factor approved discount and the appicable fees will be recalculated accordingly. Usually 2%.

All returned checks are subject to a \$25.00 returned check fee (which must be paid prior to the processing of future orders) ; if a customer returns two checks, terms are to be changed to Advance Payment or Credit Card payment.. All other orders are shipped C.O.D. certified check. Delivery can be from 0 to 20 weeks depending on the style. C.O.D. cash customers will receive one courtesy call to inform them of shipments over \$350.00. If, for any reason, you can not accept shipments when the goods you ordered are ready to ship, we will automatically extend your current cancel dates one month, and may incur a warehousing fee. Boxes under \$350.00 will be shipped without a call. The Original Cult, Inc.® does not guarantee 100% completion of any order. Clients are required to take the completed portions of their order unless a finished style is missing a specifically requested companion piece (i.e. a skirt missing a matching top). Accounts with company check or net terms do not receive shipping notifications. INDUSTRY STANDARD TWO WEEK GRACE PERIOD ON ALL CANCEL DATES

Backorders

All merchandise that is not in stock will be put on back order. All backorders are considered open orders until the cancel date expires. We will do our best to monitor your orders and we ask that you keep a file of your open orders to help us. Please give us a P.O.# when ordering. Any orders that we hold on your behalf will automatically extend your cancel date and will be subject to a holding fee of 10% per month...meaning that of we hold a \$1000.00 shipment because you can't take the goods, we will charge you \$100.00 per month for holding it. Maximum time that we will hold goods for is two months...If orders are cancelled after the holding term the holding fee will be charged plus a 20% restocking fee.

Claims / Returns / Damages

We try our best to design, sell, manufacture and deliver our products, and yes, we screw up from time to time. If you are shipped short (or extra) please notify our shipping department or your sales rep right away and they will expedite a solution to the problem. Damaged merchandise should be sent back to us with a return authorization number on the outside of the box (get a RA # from your sales rep or customer service). RA #'s will be issued for defective goods up to 7 days after delivery. RA#'s are issued with a 21-day cancel date. If the goods are not received in 21 days or less the RA# is invalid. Boxes with invalid RA#'s will be refused at the door and returned to the shipper. Our rule of thumb is to credit you for the dollar amount. For C.O.D. and credit card customers we apply your credit amount to the next outgoing shipment. For Net 30 customers, AFTER we receive and verify your RA, we will then issue you a "Credit Memo" and you will be notified of the "Credit Memo Number" and the "Dollar Amount" in which you will then deduct from your next payment to our factor... Please reference the "Credit Memo Number" so we can keep your account straight. Credit memo's not used within 12 months will be written off. Any deals made with our sales reps must be faxed to us in writing.

We can not guarantee shades of material from dye lot to dye lot. Sometimes different colors of the same material has different stretch...At The Original Cult, Inc.® we take extreme care to check all colors and their associated stretch levels... Most times we cut all the colors of a style at the same time, and therefore there can be differences in size because of this color affect issue.

Refused / Returned / Cancelled Orders

We charge \$20.00 for each bounce back! Plus, the outgoing freight will be charged again. After your 3rd bounce back in a one-year cycle we will place your account on a pre-pay basis. ONCE AN ORDER IS GIVEN TO US IT IS "NON-CANCELABLE". If you cancel an order with us and we can't easily allocate the goods to someone else.... Then we will charge you a 25% restocking fee. This goes to cover our expenses related to your order, airline travel, sales commission and administrative fees. OUR CANCEL DATES ARE A GENERAL PERIOD AS TO WHEN THE GOODS ARE DUE TO SHIP FROM OUR WAREHOUSE... NOT LAND IN YOUR STORE!

WE RESERVE THE RIGHT TO A TWO-WEEK GRACE PERIOD AMMENDED TO OUR CANCEL DATES DUE TO THE UNCERTAIN NATURE OF THE MANUFACTURING PROCESS. ALL ORDERS ARE ASSUMED TO AGREE TO OUR TERMS AND CONDITONS UNLESS WE RECEIVE "IN WRITING", ALONG WITH YOUR ORDER, YOUR SPECIFIC ORDER INSTRUCTIONS. SPECIAL INSTRUCTIONS USUALLY GO WITH ORDERS THAT HAVE 50 OR MORE QUANTITY PER STYLE/COLOR. MOST ALL OTHER ORDERS FALL INTO OUR NORMAL COURSE OF DOING BUSINESS WITH INDEPENDENT BOUTIQUES.

Prices

Prices are subject to change with or without notice. All merchandise will be shipped at prices in effect at time of order.

Foreign Clients

All non-US accounts must pay a 20% deposit of the amount ordered. Please remit within 5 business days. Orders will not be processed without a deposit. Deposit dollars will be applied against shipments properly while always retaining 20% for all open orders. For wire accounts with a prepaid freight preference, a \$200 deposit is required to offset the variation of freight quotes which change daily. To avoid this freight deposit, you may choose collect freight or pay for freight with a credit card.

Miscellaneous

If you make any special deal with your The Original Cult, Inc.® sales rep...Be sure to get it in writing. If you have any questions, comments, complaints or new ideas, please don't hesitate to call us. We are interested in your input.

Thank you, Drew Bernstein Ceo/ President 323-260-7308 ext. 206, drew@theoriginalcult.com.

READ & AGREED X _____ DATE _____

PRINT NAME _____ STORE _____