



ROBERT TALBOTT
CALIFORNIA

This New Account Agreement (the "Agreement") incorporates by reference and adopts the accompanying Purchase Terms and Conditions and Multi-Jurisdiction Resale Certificate. By executing this Agreement, the Dealer understands and acknowledges that it is thereby adopting the Purchase Terms and Conditions (Annex A), governing the purchase and sale of merchandise hereunder and the Multi-Jurisdiction Resale Certificate (Annex B), warranting that all purchases made pursuant to this Agreement are being purchased for resale and that Dealer shall be responsible for ensuring the payment of sales tax obligations thereon.

DEALER/COMPANY NAME: _____
DBA/TA (If Applicable): _____
Street Address: _____
City: _____ State: _____ Zip: _____
Business Phone: _____ FED ID#: _____
Fax #: _____
Email Address: _____
Primary Contact Name: _____

Addresses of Ship to Locations (Attach Additional Sheets if Necessary)

(1) _____
(2) _____
(3) _____

Store Location (List address of each retail location where merchandise will be sold):

Name: _____
D/B/A: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Business Phone: _____ Same as Bill to? Y N

Type of Organization: Proprietorship Partnership Corporation

Type of Business: _____ Date Started: _____
Name of Bank: _____ Phone: _____
Checking Account #: _____

Principals (Name, Home Address, Home Phone):

(1) _____
(2) _____

Trade References:

(1) _____
(2) _____

Marketing / PR Contact:

Same contact info as Bill To? Y N
Commercial Customer Name: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Phone: _____

The undersigned certifies that this New Account Agreement is made on behalf of the Dealer indicated herein above, and that by way of the Dealer's signature, herein below, it agrees to the terms hereof, the Purchase Terms and Conditions, and the certification contained in the Multi-Jurisdictional Resale Certificate.

By executing this New Account Agreement, the Dealer also acknowledges that the information supplied by it herein will be relied on by the Company to assess whether it should extend credit to the Dealer. To this end, the Dealer also, hereby, agrees to cooperate with and give the Company, for the sole purpose of assessing the Dealer's credit worthiness and for no other purpose, among other things, access to the Dealer's bank and credit information, credit history, including credit card information, and information on current and past loans.

IN WITNESS OF, the undersigned has duly executed this Agreement and the Agreements incorporated by reference herein on this _____ of _____, _____.

SIGNATURE OF DEALER'S DULY AUTHORIZED REPRESENTATIVE:

Name: _____
Title: _____

REGIONAL SALES APPROVAL:

Title: _____

THIS AGREEMENT SHALL HAVE NO FORCE OR EFFECT UNTIL ACCEPTED BY THE COMPANY AT ITS HOME OFFICE BY EITHER ELECTRONIC CONFIRMATION OR ACCEPTANCE (ACKNOWLEDGEMENT OF RECEIPT IS NOT ACCEPTANCE) OR BY SHIPMENT OF PRODUCT TO DEALER.

ANNEX A

Purchase Terms and Conditions

ANY OFFER TO SELL BY ROBERT TALBOTT ENTERPRISES, LLC, D/B/A ROBERT TALBOTT (HEREIN: "ROBERT TALBOTT") AS WELL AS ANY ACCEPTANCE BY ROBERT TALBOTT OF A DEALER'S ORDER IS EXPRESSLY MADE CONDITIONAL UPON DEALER'S ASSENT TO THESE TERMS AND CONDITIONS OF SALE AND NO OTHERS. DEALER'S TAKING DELIVERY OF ANY PRODUCT OR PAYMENT OF ANY INVOICE SHALL BE CONCLUSIVE EVIDENCE OF SUCH ASSENT.

Orders: All orders are subject to acceptance by an authorized official of Robert Talbott at Robert Talbott's Corporate Headquarters Office. Acceptance by Robert Talbott of an order shall be deemed to occur only upon the tendering of delivery of the products that are the subject of such order to the carrier for delivery to Dealer. Acceptance by Robert Talbott is limited to the terms stated herein and in the Robert Talbott New Account Agreement. Such terms and conditions shall control irrespective of any inconsistent, different, or additional terms and conditions, whether printed or otherwise, set forth in any communication from Dealer to Robert Talbott, including, without limitation, in any Dealer purchase order, confirmation, routing guide or manual revision and Robert Talbott hereby rejects any such inconsistent, different, or additional terms or conditions unless otherwise specifically agreed to in writing by Robert Talbott. Without limiting the foregoing, Robert Talbott further rejects terms and conditions inconsistent with, different from, or additional to, those contained herein, including inconsistent, different, or additional terms contained in any website of Dealer.

Prices: No employee, Robert Talbott sales representative, or any other party, other than an officer of Robert Talbott, is authorized to alter Robert Talbott's pricing and other terms and conditions of sale. All prices are subject to change without notice. Orders will be billed at prices prevailing at the time the order is received as reflected on Robert Talbott's then current price list. Robert Talbott will not recognize any terms not adopted by its standard programs except as specifically agreed in writing by Robert Talbott. The amount reflected in a Robert Talbott invoice will be deemed accepted and binding upon Dealer unless Dealer notifies Robert Talbott in writing of a dispute within thirty (30) days of the date of the invoice.

Payment Term: Unless otherwise stated on the invoice, terms of payment shall be net sixty (60) days from the invoice date. Dealer shall not set off against or deduct from any amounts due to Robert Talbott hereunder all or any part of any amounts owed or alleged to be owed by Robert Talbott to Dealer. Chargebacks will not be accepted by Robert Talbott unless agreed to in writing between Robert Talbott and Dealer. A service charge of 1.5% per month will be charged on all past due invoices plus costs of collection (including but not limited to actual attorneys' fees and disbursements). Customers having an overdue balance shall not be eligible for discounts. Each order placed by Dealer and accepted by Robert Talbott shall be considered an independent transaction, and payment therefor shall be due accordingly. If Robert Talbott, in its sole discretion, at any time is unsatisfied with Dealer's financial responsibility or credit worthiness, or if Robert Talbott feels it needs further assurance that Dealer will pay for outstanding orders, Robert Talbott shall be entitled to require Dealer to pay for its orders on a cash-in-advance basis. If Dealer is in default under any agreement with Robert Talbott or fails to comply with any written rule or policy of Robert Talbott, Robert Talbott shall have the right, without prejudice to any other legal remedy, of canceling all outstanding orders. Until payment of all obligations of Dealer to Robert Talbott is received in full, Robert Talbott shall retain its purchase money security interest in the goods covered by an order and the proceeds thereof, and Dealer shall cooperate with, and, hereby, authorizes Robert Talbott to file all and any documents and to give all and any notices which may be necessary or appropriate to protect and perfect and give priority to Robert Talbott's security interest therein.

Delivery: Robert Talbott reserves the right to make shipments in installments within the shipping window indicated on the purchase order. Robert Talbott will attempt to meet delivery schedules requested by Dealer. However, all delivery indications are estimates only. In no event will Robert Talbott assume any liability, consequential or otherwise, resulting from Robert Talbott's failure to deliver product in accordance with indicated delivery schedules. Delivery of part of an order does not obligate Robert Talbott to make further deliveries, and partial deliveries will be billed when made.

Changes in Order: Changes in orders will be considered if requested no later than sixty (60) days prior to the first shipment date indicated on the order. Orders may be canceled by the Dealer only upon written authorization from Robert Talbott's Corporate Headquarters Office and only will be considered if requested no later than sixty (60) days prior to the first shipment date indicated on the applicable order.

No Transshipments: Robert Talbott sells only directly to selected retail outlets for resale by them only to end users at physical retail locations of the Dealer as approved by Robert Talbott. Proposed sale at any new retail outlet requires advance written approval from an authorized Robert Talbott official of Robert Talbott's Corporate Headquarters Office. Resale or transshipment of Robert Talbott merchandise to an unauthorized location or to another business is expressly prohibited, violates the terms and conditions of sale, and may result in cancellation of existing orders and/or termination of Dealer's business relationship with Robert Talbott. It is understood and agreed that said prohibition of transshipment includes without limitation sales via the Internet or other media, fulfillment of sales originating from electronic media, as well as sales through mail, direct order, or catalogs, unless expressly authorized in writing through a separate contractual agreement with Robert Talbott. Dealer acknowledges and agrees that Robert Talbott is the sole authorized distributor of Robert Talbott merchandise in the United States and Dealer will not purchase Robert Talbott merchandise from any source other than Robert Talbott.

Change in Ownership: The sale of, or a partial, majority, or total change in the ownership of a Dealer or any of Dealer's approved retail outlets, or all or a substantial portion of Dealer's assets, shall be deemed an assignment and shall require the written consent of Robert Talbott, in its sole discretion. As a condition precedent to any consent by Robert Talbott to such change in ownership or assignment, the new owner(s) must apply to Robert Talbott for approval as an authorized dealer and Dealer shall be prohibited from selling Robert Talbott merchandise until the application is approved in writing by Robert Talbott's Corporate Headquarters Office.

Shortages: All claims for lost or damaged shipments made by Robert Talbott in respect to accepted purchase orders must be made directly to the delivering carrier. Shortages due to packing errors must be reported to Dealer's Robert Talbott Account Service Representative in New York, New York within fifteen (15) days from receipt of Robert Talbott merchandise in the case of shortages in cartons and within thirty (30) days from receipt in the case of concealed shortages.

Return Goods Policy: All returns, including the product assortment and quantity to be included as a return, are subject to pre-authorization by Dealer's Robert Talbott Customer Service Representative. Defective and return-to-stock items must be authorized and returned separately. Upon approval by Robert Talbott, a Return Authorization Number and, if requested, Label, which must be clearly affixed to the outside of the carton, will be issued to the Dealer. Returns not carrying the Robert Talbott Return Authorization Number will be refused delivery by Robert Talbott and will be returned to the Dealer. Merchandise must be returned in the same salable condition as received. Credit will not be issued for any product items or quantities other than as specifically included in the pre-authorization. With defective merchandise, the Dealer's account will be credited at full value. First quality returns will be credited to the Dealer's account at full value less a fifteen percent (15%) restocking charge. Shipments refused by the Dealer will be credited at full value if the shipment error is by Robert Talbott. Shipments refused for reasons not attributable to Robert Talbott will be credited at full value less fifteen percent (15%) restocking charge.

Limited Warranty: The Company warrants to the Purchase that Robert Talbott merchandise will be free from defects in materials and workmanship at the time of shipment thereof (the "Limited Warranty"). The Company's sole obligation and Dealer's sole remedy in the event of a defect covered by this warranty will be, as provided for in these Purchase Terms and Conditions, including, but not limited to, the Return Goods Policy set forth above, at Company's option, to (a) replace the defective Product, or (b) refund to Distributor the purchase price paid by Distributor for such defective Product.

Limitation of Liability: ROBERT TALBOTT ASSUMES NO LIABILITY EXCEPT AS EXPRESSLY PROVIDED FOR IN THESE TERMS AND CONDITIONS AND IN NO EVENT SHALL BE LIABLE FOR LOSS OF PROFITS, INTERRUPTION OF BUSINESS, OTHER SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, IN TORT, UNDER WARRANTY OR OTHERWISE.

Force Majeure: If a delivery date is specified, that date will be extended to the extent that delivery is delayed by reason of fire, flood, war, riot, strike, attack, natural disaster, pandemic, epidemic, supply chain disruption, or any other event beyond Robert Talbott's reasonable control and if, as a result of such a delay, the goods ordered are unavailable, Robert Talbott may substitute comparable goods; provided, however, that no event of Force Majeure shall excuse payment of any past-due invoice.

General: This contract shall be construed and enforced in accordance with the laws of New York, without reference to its conflicts of law rules that would apply the laws of any other jurisdiction. Any dispute arising under or concerning this Agreement shall be resolved by arbitration under the authority of the American Arbitration Association applying its applicable commercial rules. The arbitration shall be conducted by one arbitrator in the English language and take place in New York, New York. The arbitrator shall be afforded the authority to determine its own jurisdiction and the enforceability of this arbitration clause. The decision of the arbitrator shall be binding and conclusive on the parties and any award issued thereunder shall be enforceable in any court of competent jurisdiction. In selecting arbitration, both Robert Talbott and Dealer acknowledge that they, hereby, waive their respective rights to jury trial in any action between them. Any demand for arbitration based on breach of contract must be commenced within one (1) year from the date of the delivery of the goods in question. Dealer's rights under this contract may not be assigned, transferred, or sold by Dealer without the prior written consent of Robert Talbott, which may be withheld in Robert Talbott's sole discretion, and any attempted assignment in contravention of the foregoing shall be considered null and void. Robert Talbott may assign this contract to a parent, subsidiary, or affiliated firm, or to another entity in connection with the merger, sale, or transfer of all or substantially all of its assets. Subject to these restrictions the provisions of the contract shall be binding upon and inure to the benefit of the parties, their successors, and permitted assigns. Terms and conditions are subject to change by Robert Talbott without prior notice. The Robert Talbott New Account Agreement, these terms and conditions of purchase, and the Multi-Jurisdiction Resale Certificate constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all previous agreements or understandings between the parties with respect thereto.

No additions to, deletion from, or modification of any of the provisions herein shall be binding upon Robert Talbott unless made in writing and signed by a duly authorized representative of Robert Talbott, the terms and conditions herein being final, complete, and an exclusive statement of the terms governing the relationship between Robert Talbott and Dealer.