



Initial Wholesale Account Procedures

Thank you for your interest in establishing an account with LUVV

Please follow the below directions to expedite the activation of your account.

Please fill out the attached forms to be best of your knowledge and make sure to submit the following:

- Company's Business License
- Company's Resale License (if you would like to require tax exemption)
- Form BOE-230(7-20) entitled "General Resale Certificate" (if you would like to require tax exemption)

Submit the above documents via

- Email: wholesale@lucv.com

Once you've submitted your application, we will submit it for immediate processing. Once approved, we will contact you and inform you of the approval and you may begin placing orders with LUVV. Please give us up to 5 business days for processing of applications. If you have any questions while filling out the application, or awaiting approval, please don't hesitate to contact us.

Best Regards,

The LUVV Sales Team

Email: wholesale@lucv.com



New Customer Profile

Business Information

Date:		Company Name:	
Business Name:		Year Established:	
State Sales Tax Number(Attach Resale Certificate):			
Federal Tax I.D. Number:			
Type of Business:			
Is Business a Subsidiary?			
Franchise?		If Yes, Name Parent or Franchiser:	
Name and Titles of Owner(s) or Officers			
Billing Address:			
City :		State:	Zip:
Shipping Address:			
City :		State:	Zip:
Shipping Carrier & Account Information (If Applicable) :			
Purchasing Contact:		Phone/Ext:	
Email:			
Accounts Payable Contact:		Phone/Ext:	
Email:			
Payment Terms:		<input type="checkbox"/> NET30 Days	
		<input type="checkbox"/> Cash In Advance	
Method Payment:		<input type="checkbox"/> Check	
		<input type="checkbox"/> ACH	
		<input type="checkbox"/> Credit Card	
		<input type="checkbox"/> Wire Transfer	
Fulfillment Method:			
<input type="checkbox"/> Dropship		<input type="checkbox"/> Wholesale	<input type="checkbox"/> Others, Please indicate:



Credit Application

Business Information

Company Name:		
Billing Address:		
City :	State:	Zip:
Phone:		

Bank & Trade References (MUST provide email addresses for references)

Bank Name:	Account Number:
Location/Branch:	Account Type:
Email:	Phone:
Trade Reference:	Account Number:
Email:	Phone:
Trade Reference:	Account Number:
Email:	Phone:
Trade Reference:	Account Number:
Email:	Phone:

Confirmation of Accurate Information & Confirmation to Pay

1. I hereby certify that the information in this credit application is correct. The information included in this credit application is for use by LUVV in determining the amount and conditions of credit to be extended. I understand that LUVV may also utilize the other sources of credit which it considers necessary in making this determination. Further I hereby authorize the bank and trade references listed in this credit application to release the information necessary to assist LUVV in extending a line of credit.
2. Individual Guarantee: I agree to be jointly and severally liable for all charges and fees incurred by the company applicant, and promise to pay same on demand. In any action, proceeding, or arbitration arising out of this application, the prevailing party shall be entitled to reasonable attorney's fees and costs.
3. Policy statement: Terms are Net 10 days from date of invoice.

Acceptance:

Print Name:	Title:
Signature:	Date:

California Resale Certificate

I HEREBY CERTIFY:

1. I hold valid seller's permit number: _____

2. I am engaged in the business of selling the following type of tangible personal property:

3. This certificate is for the purchase from _____ of the item(s) I have listed in paragraph 5 below.
[Vendor's name]

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale:

6. I have read and understand the following:

For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE

PRINTED NAME OF PERSON SIGNING

TITLE

ADDRESS OF PURCHASER

TELEPHONE NUMBER

DATE



Terms and Conditions

Term:

Retailer and wholesaler agree that the term of the Agreement shall commence on its above written effective date and shall continue for any period of time for as long as it is mutually agreed between the Retailer and the Wholesaler.

Cancellation:

If Retailer or Wholesaler is not satisfied with the program defined by this agreement, and the results thereof, either party may terminate this agreement by providing a written notice to the other aforementioned party at any time.

Wholesaler's Role:

- Wholesaler will provide product fulfillment for all sales obtained by Retailer in regards to any images of products supplied by Wholesaler.
- Wholesaler is not involved in the actual transaction between the Retailer and the Customer. Wholesaler is not the agent of either the Retailer or the Customer.
- Wholesaler retains all rights to all images of products provided and retains the right to prohibit the use of any and all images provided. Retailer may not use any of the images contained within the provided photos for any other purpose other than to gain sales, which will be given to the Wholesaler. Retailer may not use any images provided in any other medium than the specified website or store without prior written consent of Wholesaler.

Responsibility:

The Wholesaler is in no way responsible or liable in any way for the retailer's store or websites success, the accuracy, or legality of its content and operation. Further, the retailer has evaluated the desirability of participating in the wholesale/Drop Ship Program and is not relying on any representation, guarantee or statement other than set forth in this agreement.

Confidentiality:

Retailer shall not disclose and shall otherwise maintain the confidentiality of all pricing information, terms, and advance product information provided by wholesaler.

Drop Ship:

Wholesaler agrees to drop ship orders to retailer's customers at retailer's request. Drop shipped orders will be sent without invoice.

Drop Ship Fee:

Wholesaler drop ships to Retailer's customers with no additional drop ship fees (except for wholesaler's standard shipping fee unless otherwise uses retailer's carrier account).

Orders:

- Orders can be made through phone and email at sales@luvvcus.com or wholesale@luvvcus.com . Phone and email orders can be paid for online with a credit or debit card. An invoice will be sent to the email provided.
- Order cancellations can only be requested prior to shipment.
- A minimum 20 pieces' order is required for new account; no minimum orders are required after the first order.

Pricing:

- Pricing can ONLY be given out by the dedicated sales representative
- Prices and terms herein supersede all previous pricing. Prices are subject to change without notice.

Fees and Charges:

- Wholesaler will provide Retailer with a detailed listing of all items shown in the photos along with, but not limited to, the price they will be charged for each item and shipping amounts. Retailer will pay all fees and charges incurred with each item shipped by the Wholesaler directly to the Customer. The price the Retailer charges for each item will be left solely to the Retailer's discretion.

Back Orders:

- Back orders will be shipped as soon as they become available.
- It is the Wholesaler's policy to hold backorders until the product becomes available for shipment. Should you wish to have backorders cancelled, please email in a cancellation request.
- Back order cancellations can only be requested prior to shipment.

Payment:

- Credit Card/Cashier's Check/Company Check/Wire transfer/ACH will be accepted by the wholesaler.
- A 3% non refundable processing fee will be charged to all credit card orders.
- Any check that is returned for N.S.F (Non sufficient funds) will incur a \$35 fee.
- Net terms may be established upon approval by the Wholesaler's Accounting Department.
- The Retailer's Account must remain current and within credit limit or shipments may be held.
- Any deduction of shortages or damages from invoices when making payment will not be accepted.
- If at any time the wholesaler determines that Retailer's financial condition, payment practices or credit rating does not justify shipment pursuant to this agreement, the wholesaler is not required to ship any Products. Retailer will reimburse the wholesaler for all expenses, including actual attorneys' fees, actual court costs, incurred in collection of any delinquent account or enforcing its rights under this agreement
- Non-payment by Retailer will result in immediate removal from Wholesaler's wholesale/drop ship Program. Legal action will be taken if any payment reaches 30 days past due. Wholesaler is not responsible for any payment problems between the Retailer and the Customer.

Shortages & Damages

- Inspection of shipments is the responsibility of the customer. Damage or shortages need to be reported by the customer to the carrier at the time of delivery and noted on the bill of lading.
- The Wholesaler needs to be notified of any items that are damaged during shipping within (15 days of drop ship receipt or 15 days from invoice of WD)
- The customer will be responsible for payment of any damages or shortages not reported within 15 days upon reception of the shipment.
- Any item shipped using Wholesaler's account without insurance will not be covered for any damages incurred during transit.
- Any item shipped using Wholesaler's account with insurance is subject to the carriers' final decision for amount reimbursed.



- The Wholesaler does not reimburse any shipping/duties/customs fees

Sales and Tax:

Retailer agrees that it is the sole responsibility of Retailer to collect, report, and remit all taxes to the correct tax authority for all business transactions, sales or revenue stemming from the sales of the Wholesaler's products. Retailer further agrees that Wholesaler is not obligated to determine whether a sales tax applies and is not responsible to collect, report, or remit any tax information arising from any transaction involving the images or photos provided.

Shipping Policy:

- The retailer is responsible for all shipping charges. The wholesaler ships to Retailer's customer/Retailer using standard shipping method (USPS, FedEx, and UPS) unless retailer requests a quicker or different method of shipping. The Retailer shall provide the wholesaler with retailer carrier account information. If the retailer does not provide the retailer's own carrier account information, shipping fee will be billed to retailer's invoice.
- The wholesaler does not ship internationally, if the Retailer wishes to send an item internationally, please provide the label or Retailer's carrier account.
- The wholesaler is not responsible for any custom/brokerage fees, taxes or duties related to international orders.
- If the wholesaler is charged broker fees/taxes/customs charges these fees will be charged to the Retailer.
- The wholesaler will the retailer any and all fees associated with a bad address provided. If the apartment/suite number is not included or a bad postal code is provided and reshipping is required, there will be a re-shipping charge equal to the original shipping charge added to the Retailer's account.

Delivery:

- Orders can be delivered if the retailer's store is located within the wholesaler delivery location for no charge. Contact us to find out if the retailer is qualified for Free Delivery. C.O.D orders are accepted with prior approval.

Return Policy:

- All returns require an RMA (returned merchandise authorization) number authorized by the Wholesaler.
- The Wholesaler will provide a 30-day return policy during which a Customer may return an item that is in resalable condition, unless agreed otherwise prior to return.
- RMA number must clearly be displayed on the return label ONLY.
- Items returned without an approved RMA number will be refused and returned to sender.
- Items to be returned must be received by the Wholesaler within 30 days from issue of an RMA number. After 30 days, the RMA is void.
- Any item that was used or fully/partially installed is non-returnable.
- Returned items must be boxed and shipped in a manner so as not to be damaged in transit. Damage to boxes or product due to packaging will result in a re-box charge or loss of credit for that product.
- Any overages of product received but not listed on the RMA will not be credited.

- Product that is returned and determined to be non wholesaler product will not be refunded, nor returned to the point of origin. Parts will be scrapped.
- Refund will be issued only after inspection of returned product.
- If the item does not show as ever being purchased, the customer will not receive any refund.
- The Wholesaler will only issue refund to accounts in good standing.
- Any items containing manufacture defects or mislabeled items (missing parts, incorrect color, etc) must be reported to the customer service within 30 days from day of receipt. The Wholesaler will only issue a return label within the 30 day period. Items reported after the 30 day period will be shipped back at customer's own expense.

Product Warranty and Maintenance

- All eyeglasses enjoy 365-day manufacturer warranty. Wanz will warrant that the eyeglasses will be free of defects in materials and workmanship under normal use by the original purchase for 1 year from the original purchase date. The limited warranty does not cover any damages caused by accident, abuse, negligence, shock, improper use or storage of product, loss of the products, normal wear and tear or damages caused by chemicals or damages caused by unauthorized modifications or repairs.
- All warranty claims must be accompanied by the original proof of purchase. Please keep the products in their original packaging, including all accessories such as case and cleaning cloth. They are very important in the event merchandise is damaged, becomes defective or needs to be returned.
- Any item that is returned as defective, and found to be non-defective will have no refund issued and item will be returned at sender's expense.
- All defective items returned to the Wholesaler and verified to be defective will receive the refund. Please note that manufacturing defects are subject to the terms and conditions of Wanz brand warranties.
- Item found to be defective within 30 days will have a return label issued by the wholesaler. Any items found to be defective after 30 days will be shipped at the customer's expense. RMA number must be displayed on return label or box. Warranty items returned without an approved RMA number will be refused and returned to the sender.

Severability:

If any provisions or sections of this agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision or section shall be deemed severed from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.