

General Information

Business Name of Customer _____
 Business Address (Street, City, State, Zip) _____
 Mailing Address (If different than above) _____
 E-mail Address _____
 Business Telephone Number (_____) _____ Business Fax (_____) _____
 Type of Business (Corporation, LLC, Partnership, Sole Proprietorship, etc.) _____
 State Where Formed _____ Name of Resident Agent _____
 Address of Resident Agent _____ D/B/As _____
 Year Business Was Formed _____ Status with State _____ Tax Identification Number _____

Bank & Credit Information

Primary Bank _____ Telephone Number of Primary Bank (_____) _____
 Address of Primary Bank _____
 Contact Person at Primary Bank _____ Account Number at Primary Bank _____
 Current Balance of Primary Account _____

Credit References

Name	Address (Street, City, State, Zip)	Area Code/Phone Number	Contact Person
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

Personal Information

Your Name _____ Title _____
 Your Address (Street, City, State, Zip) _____
 Your Home Telephone Number (_____) _____ Name of Your Spouse _____
 Your Social Security Number _____ Your Driver's License # _____

The undersigned certifies that all statements made in the above Application are true and complete and made for the purposes of inducing Beauty Direct into approving the Application. By submitting the application, Customer authorizes Beauty Direct to investigate the references and all other information provided (including, but not limited to, the information contained in the "Personal Information" section) and agree that such references and information shall become Beauty Direct's property regardless of whether Beauty Direct approves the Application.

 Signature _____ Date _____

Beauty Direct's Approval of Application

Date approval of application: _____ Name of person making approval: _____
 (NOTE: BEAUTY DIRECT'S APPROVAL OF THIS APPLICATION IS EXPRESSLY SUBJECT TO THE TERMS AND PROVISIONS OF THE AGREEMENT CONTAINED IN THIS DOCUMENT.)

Agreement

This Agreement is between Beauty Direct, a division of the Nailco Group, Inc. ("Beauty Direct") and the person or entity identified under the "Business Name Of Customer" category on the Application section of this document ("Customer"). Upon approval of the Application, the following terms and conditions apply to the parties' relationship:

- ORDERS. Customer shall, from time to time, place orders with Beauty Direct for various products. The minimum order shall be \$100. Products are to be sold in inner pack quantities only.
- TERMS OF PAYMENT. Customer agrees to make full payment of all invoices/bills received from Beauty Direct for all products that Customer ordered. For the first two orders from Customer, payment shall be made by cashier's check, money order(s), or pre-payment. After the first two orders from Customer, payment shall be by cashier's check, money order(s), pre-payment, or terms as the parties may further agree through a future writing, executed by both Beauty Direct and Customer.
- COSTS OF COLLECTION. If it becomes necessary for Beauty Direct to enforce any of the terms of this Application and Agreement, Customer agrees to pay all of Beauty Direct's costs, legally allowable interest, collection agency fees, and/or reasonable attorney's fees, in addition to any and all damages that Beauty Direct might suffer.
- GOVERNING LAW. The laws of the State of Michigan shall govern the present Application and Agreement.
- VENUE. Customer agrees that the courts covering Oakland County, Michigan shall be the exclusive forums in which to litigate any disputes arising out of this Application and Agreement. Customer further agrees that the courts covering Oakland County, Michigan are reasonably convenient forums for such adjudications. Notwithstanding the above provision, Beauty Direct, in its sole discretion, shall be permitted to file and pursue litigation in any other forum in which jurisdiction and venue are proper.
- DRAFTING. All parties participated in drafting the present Application and Agreement. Accordingly, no party shall have any ambiguities construed against it.
- CONSULTATION AND ADVICE. All parties have had the opportunity to review the present Application and Agreement with an attorney of their choosing.
- COUNTERPARTS. This Application and Agreement may be executed in counterparts.
- FACSIMILE SIGNATURES. Facsimile signatures are acceptable to bind the parties and shall be considered to be the equivalent of original signatures.
- MODIFICATION OF AGREEMENT. Beauty Direct reserves the right to add to or otherwise modify this Application and Agreement at any time and without the need for notice or for Customer's consent. Except as otherwise stated in this section, the present Application and Agreement can only be modified through a writing that is executed by both Beauty Direct and Customer.
- NO RELIANCE ON OUTSIDE REPRESENTATIONS. Customer agrees and acknowledges that, in completing and entering into this Application and Agreement, it has not relied upon any representations of any kind other than those set forth in this Application and Agreement.
- INCORPORATION OF BEAUTY DIRECT CATALOG PROVISIONS. The terms and conditions of Beauty Direct's return policy that is set forth in its catalog are hereby incorporated into this Application and Agreement by reference. Customer agrees to be bound by such terms and conditions.
- SIGNING AUTHORITY. The individuals signing this Application and Agreement represent and warrant that they have the requisite authority to execute the document and to therefore bind their respective entities.
- CONDITION. This Agreement, even if signed by both parties below, shall only be binding upon Beauty Direct if Beauty Direct approves Customer's Application. If Beauty Direct does not approve the Application, then this Agreement shall, at Beauty Direct's sole option, become null and void. In that event, Customer shall not have any right to enforce the terms of this Agreement against Beauty Direct.

THE UNDERSIGNED AGREE THAT THEY HAVE READ THE ABOVE APPLICATION AND AGREEMENT AND AGREE WITH ALL OF ITS PROVISIONS AND TERMS.

Beauty Direct, a division of the Nailco Group, Inc. By: _____ Its: _____ Date: _____

Name of Customer: _____ By: _____ Its: _____ Date: _____

Please fax application to (248) 347-7753