



## TERMS, CONDITIONS AND ORDERING INFORMATION

**MINIMUM ORDER REQUIREMENTS:** All orders must meet a \$150.00 minimum.

**READY-TO-WEAR TERMS AND CONDITIONS:** All sales final. No returns. Minimum order of 3 per item. A \$.50 PER ITEM CHARGE WILL BE ADDED FOR PURCHASES OF LESS THAN 3 PER ITEM.

**BACK ORDERS:** Occasionally, an item may be temporarily out of stock when you place your order. When this occurs, any out of stock items on your invoice will show zero for shipped quantities. The invoice will state that your order is complete as shipped. All out of stock items will need to be reordered once restocked. Once the back ordered item(s) is/are available the order must meet the minimum and applicable shipping charges will be applied. Rush charge will not be waived due to back order.

**FORMS OF PAYMENT:** All orders must be pre-paid by credit card, wire transfer, ACH, PayPal, cashier's check or money order. Acceptable forms of payment are Mastercard, Visa, American Express and Discover. Send payment to 1112 Fifth Avenue, Rockford, IL 61104. International export orders must be prepaid by bank wire. Wire transfer fee of \$30 domestic \$50 international will be added to the order. Order will be packed on funds are received. Customer is responsible for all duties, taxes & freight.

**SHIPPING & DELIVERY:** Orders are generally shipped within 3 business days from receipt. UPS ground service will be used unless otherwise requested. All orders will incur a non-refundable handling charge. Handling charge is subject to change without notice.

**RUSH SERVICES:** Rush orders placed by 12:00 pm CST will ship the same business day, orders placed after 12:00 pm CST will ship the following business day. Rush orders fee is

\$50.00. Rush orders must be placed by phone or email. Rush orders do not apply to contract, bulk or orders that may require special attention.

**DAMAGE AND DISCREPANCIES:** All original packing materials and cartons must be retained for inspection purposes. Issue must be immediately be reported to carrier to file a claim

**SHIPMENT REFUSALS:** If an order is returned because it is refused or if no one is there to accept it, you will be responsible for the return shipping charges and a 25% restocking fee. If reshipped, shipping charges will apply.

**ORDER CANCELLATIONS:**A 25% service charge will apply.

**ALL SALES FINAL. NO RETURNS. PLEASE ORDER CAREFULLY.** Returns due to our error require a return authorization number, which can be obtained by calling our office 1-800-790-2417. Unauthorized returns will be refused Prices, colors and packaging are subject to change without notice.

**LABELING COMPLIANCE:** Customer is responsible for labeling according to federal regulations. According to the code of Federal Regulations (CFR), Title 21, Part 701.12: “The label of a cosmetic...shall specify conspicuously the name and place of business of the manufacturer, packer, or distributor...where the cosmetic is not manufactured by the person whose name appears on the label, the name shall be qualified by a phrase that reveals the connection such person has with such cosmetic, such as “Manufactured for-“, Distributed by-”, or any other wording that expresses the facts. The statement of the place of business shall include the street address, City, State and Zip Code; however, the street address may be omitted if it is shown in a current city directory or telephone directory.

**MINERAL FORMULAS:** The mineral ingredients in our formulas are natural. As such, they may be subject to slight color variations. These variations may cause subtle differences in the appearance of the finished product color. Through meticulous color matching and approval procedures, we may not be able to maintain the color standard of the original formulas.

THERE ARE NO RETURNS ON MINERAL POWDERS. Colorlab products are endorsed by Triple Board Certified Plastic/Cosmetic Surgeon, Jim English, M.D. U.S. patents, 5,971,351 and 6,402,120 and 7,172,716 Additional U.S. and foreign patents pending.

PRODUCT LIABILITY PRODUCT LIABILITY INSURANCE: Free Product Liability Insurance is provided. (Not applicable if the product is re-packaged.)

LIMITATION OF LIABILITY: Seller's liability here-under shall not be greater in amount than the purchase price of the shipment of the product in respect of which damages are claimed. In no event shall seller be liable for incidental, consequential, special, indirect or punitive damages.

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