

Dimension 9, LLC.

Terms and Conditions Acceptance of Agreement

THE TERMS AND CONDITIONS FOR DIMENSION 9, ON BEHALF OF ITS EMPLOYEES AND REPRESENTATIVES, OF PRODUCT SALES AND SERVICE INCLUDE BUT ARE NOT LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY ACCEPTING DELIVERY OF THE DIMENSION 9 PRODUCTS IDENTIFIED ON THE INVOICE, OR OTHER SUFFICIENT DIMENSION 9 DOCUMENTATION, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS UNLESS CUSTOMER AND SELLER HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

Sufficient documentation of approval would be considered as one or several of the following: (a) apply for credit with Dimension 9;(b) sign a contract with Dimension 9 on paper or electronically; (b) accept agreement through an oral statement; (c) pay for Dimension 9 products; (d) are in possession of Dimension 9 products; (e) offer Dimension 9 products in a retail setting.

Product Returns

Any product return to the Dimension 9 warehouse must have an RMA associated with the return. The quantity on the RMA must be exact to what was received. Any overage of product upon receipt will be destroyed or returned at the customer's expense. Credit will not be issued on overage. Product received without RMA will be refused.

Product Refusals

Product returns placed back into stock will be charged a 20% restocking fee. Product refused by the customer will be charged a 15.00 shipment refusal fee, plus shipping costs, as applicable. Custom products refused will be billed at the full amount of invoice.

Past Due Accounts

All accounts, along with accounts that are associated by ownership or partnership, with overdue balances will be placed on account hold at 45 days past due. Past due invoices are charged a finance charge of 1.5% per month on the unpaid balance or the maximum amount allowed by state. The collections process will begin for accounts more than 90 days past due, return of product for credit will not be available. Attorney fees and collection costs will be added to all accounts placed for collection. Dimension 9 reserves the right to place UCC1 filings against all products shipped. Accounts that received a promotional credit or discount will have credits reversed. If the account falls into collections status the full balance of the program will be due, if credits were allowed as a buy back the product will not be returned. This affects all promotional and/or discount programs, or any future programs offered.

Displays

Displays provided at no charge by Dimension 9 are offered as a courtesy for the exclusive use of Dimension 9 customers to display Dimension 9 products only, not to be combined with any other brands. These displays should not be modified or altered in any way. Upon discontinuation of ordering Dimension 9 products the customer must contact Dimension 9 for instructions for return.

YooDara Website

The YooDara Website 'Find Stuff' locator will include all retailers that have purchased YooDara. Customers will be able to search for a retailer by zip code. If you do NOT want your business address listed please contact us at 888.584.9936.

Consumer Product Safety

Dimension 9 agrees to abide by all current conformities required by the consumer product safety guidelines and regulations as stated in the Consumer Product Safety Commission standards if regulation applies to the product, as of manufacture date, to the product(s) offered by Dimension 9. Dimension9 will provide it's customers with the appropriate documentation necessary for items that fall within these guidelines upon request. Dimension9 will not provide credit or allow for returns on product that the customer or the state or county in which the customer resides or conducts business has enforced regulations that may conflict with the current guidelines, any product that was not properly cycled on a FIFO basis and any future changes in standards as stated by the Consumer Product Safety Commission.

Terms and Conditions may change at any time without prior notice. Please direct questions to: PO Box 10035 Prescott AZ 86304 Ph: 888 594 9936