



2929 Oak View Drive, Omaha NE 68144
M: 402-697-6586

Professional Account Application

Email completed form to: Orders@OliveandDelmar.com or fax to 402-334-6292

Company Information

Name of Business _____

Business Owner _____

Phone Number _____

Fax Number _____

Contact Name _____

Tax ID # _____

Contact Email _____

License # _____ Exp Date _____

Contact Phone _____

Re-Sale ID# _____

If nexus with Nebraska

Billing/Shipping Information

Billing Address _____

Shipping Address _____

Accounts Payable
Contact _____

AP Phone Number _____

AP Email _____

Authorization

I certify the above information is accurate and correct to the best of my knowledge.

Printed Name _____

Date _____

Signature _____

Title _____



Minimum Advertised Pricing (MAP) Policy

We are committed to maintaining relationships with all of our retail partners to ensure the success and quality of the FixMySkin® products. To maintain the integrity of the FixMySkin® brand and allow for all retailer partners to advertise in the same manner, we are implementing a Minimum Advertised Pricing (MAP) Policy. We ask that all retailers adhere to this policy to protect from competitive discounted pricing and maintain the value of the FixMySkin® brand.

1. The MAP for all of the FixMySkin® products is listed below.
2. The MAP policy applies to all advertisements of the FixMySkin® products in all print and digital media and on the Internet.
3. All authorized retailers may offer the FixMySkin® products at any price in excess of the MAP at their own discretion.
4. Oliver & Delmar, LLC will notify all retailers of any changes to the MAP policy within 15 business days.
5. Olive & Delmar, LLC reserves the right to terminate its distribution of the FixMySkin® products to any retailer who does not comply with the MAP policy.

Item #	Product Name	Size ea (fl.oz.)	MSRP
400-02-1000	FixMySkin 1% Hydrocortisone Healing Lip Balm - Unflavored	(0.15 oz / 4.25g)	\$11.00
400-02-1001	FixMySkin 1% Hydrocortisone Healing Lip Balm - Vanilla	(0.15 oz / 4.25g)	\$11.00
400-02-1002	FixMySkin 1% Hydrocortisone Healing Body Balm - Fragrance-Free	(0.50 oz / 14.2g)	\$16.00

If you have any questions regarding this policy, please contact our Olive & Delmar Customer Service team.

Olive & Delmar, LLC

Terms & Conditions

By purchasing _____ (“Products”) from Olive & Delmar, LLC a Nebraska Company (“Seller”), Purchaser agrees to be bound by the following Terms & Conditions (the “Terms”);

1. Pricing

Purchaser shall follow the Manufacturer’s Suggested Retail Price (“MSRP”) for the Seller’s Products, as set by the Seller. MSRP is subject to change upon Seller’s discretion and without notice. All payments shall be made in U.S. dollars. Unless otherwise specified, Seller’s standard payment terms are payment by credit card, wire transfer or electronic funds transfer upon acceptance of a Purchase Order and prior to shipment of the products by the Seller. No other forms of payment will be accepted by Seller without written modification of these Terms.

2. Delivery, Processing and Risk of Loss

Seller shall arrange shipment of Products via United Parcel Service (“UPS”) or other suitable service. Purchaser shall be solely responsible for all costs and expenses of delivery from Seller’s location in Omaha, Nebraska. Purchaser bears the risk of loss or damage to the Products from the time that Seller delivers the Products to UPS and during all transportation and subsequent delivery to Purchaser. Seller will reasonably attempt to process and ship all orders within three to ten (3-10) business days via UPS Ground, subject to availability, unless otherwise specified by the Purchaser via the Sales Order.

3. Reporting Damaged, Loss or Shortage

Purchaser must notify Seller of damage, loss or shortage of the Products within ten (10) calendar days of receipt; otherwise a claim relating to shipment is waived and released by Purchaser.

4. Returns

All sales are final and the Products may not be returned except in the case of a defect. A request to return any Products due to a defect must be clearly explained in writing and made within thirty (30) calendar days of purchase. Purchaser is responsible for the cost of shipping all returns. Purchaser must make any returns via UPS or another common carrier with tracking and insurance. Seller is not responsible for return packages that may be lost or damaged in transit.

5. Use of Marketing Materials and Intellectual Property

Purchaser may use marketing materials provided by the Seller, such as logos, consumer brochures, and images as specified by Seller (the “Marketing Materials”), upon written consent. Upon such consent, Seller grants to Purchaser a nonexclusive, nonassignable, nonsublicensable, royalty-free license to use the Marketing Materials in connection with the marketing and resale of the Products. Purchaser may only use Marketing Materials, including but not limited to the Product’s name, in strict conformity with the form and standards provided by Seller. Purchaser acknowledges Seller’s exclusive right, title, and interest in the Marketing Materials, including any materials protected by copyright, and Purchaser agrees that it will not contest or assist another in contesting such copyrights or Seller’s ownership of them. Purchaser shall promptly notify Seller of any infringement about which it has actual knowledge. Purchaser shall not use, directly or indirectly, in whole or in part, the Marketing Materials in connection with any product other than the Products, without the prior written consent of Seller. Purchaser shall not remove, alter, or obscure any trademark, copyright, or other proprietary notice from the Products. Upon notice from Seller of its objection to any improper or incorrect use of the Marketing Materials, Purchaser shall correct or change such usage. Purchaser shall indemnify and hold Seller harmless for any and all liability, charges and/or costs of defending against claims arising from improper use by Purchaser of the Marketing Materials after Seller has objected in writing to a prohibited use by Purchaser. Purchaser agrees that it shall not acquire any right of any kind in the Marketing Materials as a result of its use of them, and that all proprietary rights in and to all such materials shall remain the sole and exclusive property of Seller, subject only to the non-exclusive rights granted to Purchaser under these Terms.

“Intellectual Property” shall mean any patent, copyright, trademark, trade secret, and any applications therefor, know-how, tangible or intangible proprietary information, or any other intellectual property right or proprietary information or technology, whether registered or unregistered. Purchaser shall not (or permit any third party) to perform any act which would or might invalidate or be

inconsistent with any Intellectual Property right of Seller, including without limitation reverse engineering, disassembling, deformation, or testing of the Products, in whole or in part, or knowingly permitting any contractor or third party to have access to or do any work on the Products, without the express written consent of Seller. Purchaser shall promptly notify Seller of any infringement of any trademarks or other proprietary rights relating to the Products of which Purchaser becomes aware.

6. Third Party Retailers and Online Guidelines

Purchaser may not sell the Products on any third party website without prior written consent from Seller, and sales by Purchaser to or through any third party online marketplace, including but not limited to Amazon, eBay, and WalMart, are expressly prohibited. Purchaser may advertise Products for sale on Purchaser's own website upon written approval from Seller and must adhere to MSRP guidelines. Purchaser may not bid on or compete with Seller on any pay-per-click advertising platform such as Google Adwords or Bing Ads.

7. Confidentiality

"Confidential Information" shall mean (i) information relating to the Seller and its affiliates products or business including, but not limited to, the business plans, financial records, customers, suppliers, products, product samples, strategies, inventions, procedures, sales aids or literature, technical advice or knowledge, contractual agreements, pricing, price lists, product white paper, and know-how or other intellectual property, that may be at any time furnished, communicated or delivered by either party to the Purchaser, whether in oral, tangible, electronic or other form and (ii) all other non-public information provided by one party to the other including, but not limited, to financial, technical and business information, and all non-promotional materials furnished by Seller.

Purchaser agrees that any Confidential Information it learns during its relationship with Seller will be maintained as confidential and Purchaser will not in any manner, use, disseminate, or divulge any Confidential Information to any third party. Purchaser, and Purchaser's agents, employees, contractors, and affiliates shall not reverse engineer, de formulate, reproduce, or test (whether for toxicology, impurities, concentrations of active ingredients) or perform any other analysis, including without limitation liquid and/or gas chromatography, mass spectrometry, separation analysis, thermal properties analysis, surface and elemental analysis, form observation and structure analysis, or any other testing on the Products without prior written permission from Seller. All research data obtained using the Products belongs solely to Seller.

Purchaser agrees that that any breach or threatened breach of these Terms regarding treatment of Confidential Information may result in irreparable harm to Seller for which there may be no adequate remedy at law. In addition to other remedies provided by law or at equity, in such event Seller shall be entitled to receive an injunction, without bond, preventing any further breach of these Terms regarding the treatment of the Confidential Information by Purchaser.

8. Disclaimer of Consequential Damages

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OF ITS AFFILIATES FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS OR GOODWILL) SUFFERED OR INCURRED BY SUCH OTHER PARTY OR ITS AFFILIATES IN CONNECTION WITH THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Choice of Law and Dispute Resolution

These Terms shall be governed and construed in accordance with the laws of the State of Nebraska, without reference to choice of law principles. Any dispute arising under or related in any way to these Terms may be brought in the state or federal courts located in the State of Nebraska.

10. Modifications

Seller reserves the right to modify these Terms at any time without notice to Purchaser. Such modifications shall apply to any purchase order placed thereafter.

11. Termination

Neither party shall be required to purchase or ship Products and may terminate these Terms at any time upon written notice to the other party, except that Sections 3 through 8 above shall survive termination of these Terms and remain in full force and effect. Seller may terminate sales to Purchaser at any time at its sole discretion without cause.

12. Customer Service and Notices

Purchaser may contact Seller regarding day-to-day customer service inquiries using the following contact information:

Orders@OliveandDelmar.com
O: 402-697-6586
F: 402-334-6292
www.OliveandDelmar.com

Any notice required or permitted by these Terms shall be in writing and shall be deemed sufficient upon receipt, when by commercial overnight delivery service or by personal delivery to Seller at the following address:

Olive and Delmar, LLC
Attn: Natasha Mohr
2929 Oak View Drive, Suite 400
Omaha, NE 68144