

WHOLESALE ACCOUNT APPLICATION

PINK DIAMOND 69

Date _____

The following is our standard account application that must be filled out completely. You can submit this application online or print and return it via fax or mail. The address and fax number is listed below.

- Fill out both pages of the following wholesale application completely and sign on the bottom line. Incomplete applications might result in delays processing.
- To keep your credit terms open, we will require an updated credit application every three years.
- All invoices MUST be paid within the appointed terms from the DATE OF INVOICE. Accounts with a history of late pays will be refused future credit terms.

BUSINESS INFORMATION:

Full Legal Company Name: _____ Phone: _____

Address: _____ Fax: _____

City: _____ State: _____ Zip: _____ How Long At This Address? _____

Type Of Business: _____ Fed. Tax ID No. _____

Website: _____ Email: _____

Ownership: Proprietorship Partnership Corporation Non-Profit Resale Certificate No. _____

OWNERSHIP INFORMATION: How Long Established Under Current Ownership? _____

Principal's Full Name #1 : _____ Title: _____

Home Address: _____ City: _____ State: _____ Zip: _____

Soc. Sec. No. _____ Drivers License No. _____ % Owned: _____

Principal's Full Name #2 : _____ Title: _____

Home Address: _____ City: _____ State: _____ Zip: _____

Soc. Sec. No. _____ Drivers License No. _____ % Owned: _____

BANKING INFORMATION (if applying for terms):

Bank Name #1: _____ Contact Person: _____ Phone No: _____

Acct. No. _____ Loan Account No. _____ Fax No: _____

Bank Name #2: _____ Contact Person: _____ Phone No: _____

Acct. No. _____ Loan Account No. _____ Fax No: _____

TRADE REFERENCES (if applying for terms):

Company #1: _____ Phone No. _____ Fax No. _____ Acct. _____

Company #2: _____ Phone No. _____ Fax No. _____ Acct. _____

Company #3: _____ Phone No. _____ Fax No. _____ Acct. _____

Your cooperation to fully complete the above will expedite your wholesale approval.

I hereby authorize the vendor listed above or any credit bureau or other investigative agency involved with the above mentioned purchase to investigate the references listed herein or statements of other data obtained from me or from any other person pertaining to my credit and my financial responsibility. I hereby verify all statements contained in this application are true and complete, and are made for the purpose of obtaining credit.

Owner/Officer Signature: _____ Date: _____

By (Owner/Officer Name printed) : _____

Terms and Conditions

1. Terms and Conditions: As a condition precedent to Applicant being considered for and/or subsequently granted wholesale account status by Pink Diamond 1, LLC, Applicant agrees to be bound by all terms and conditions set forth herein.

2. Invoice Provisions: As well as the terms hereof, Applicant further agrees to be bound by the terms and provisions set forth on Pink Diamond 1, LLC invoices, bills of lading, and other transit documentation (hereinafter collectively this "Agreement") as to any and all sales, shipments, credits and other transactions with Applicant thereunder. The provisions of any Purchase Order or other instrument of Applicant are superseded by the provisions of this agreement.

3. Authorization: Applicant represents and warrants that Applicant has the right to enter into this Agreement, and that doing so will not infringe, impede, or frustrate any other contract or agreement Applicant may have with any third party. If Applicant is an entity other than a sole proprietorship, the undersigned represents that he is duly authorized to enter into this Agreement on behalf of, and to bind, such entity.

4. Performance Guarantee: The undersigned hereby personally guarantees performance of all obligations of Applicant under this Agreement and payment by Applicant of all amounts due hereunder to Pink Diamond 1, LLC. Having been advised of the effect of said provisions by its own council, Guarantor expressly waives the provisions of Section 2815, 2819, and 2845 of the California Civil Code (and all similar Guarantor's rights as well as provisions of any statute of the law of any other jurisdiction which are similar in circumstance or effect to such actions) which read as follows: Section 2815: "A continuing guarantee may be revoked by the guarantor, in respect to future transactions, unless there is a continuing consideration as to such transactions which he does not renounce."; Section 2845: "A surety may require the creditor, subject to Section 996.440 of the Code of Civil Procedure, to proceed against the principal, or to pursue any other remedy in the creditor's power which the surety cannot pursue, and which would lighten the surety's burden; and if the creditor neglects to do so the surety is exonerated to the extent to which the surety is thereby prejudiced."; Section 2819: "A surety is exonerated, except so far as he may be indemnified by the principal, is altered in any respect, or the remedies or rights of the creditor against the principal, in respect hereto, in any way impaired or suspended." Said Guarantor further waives the provisions of Section 2849 (surety entitled to benefits of securities for performance) and Section 2850 (property of principal first applied to discharge of obligation), to the extent that the same may be applicable to all transactions between Applicant and Pink Diamond 1, LLC.

5. Security Interest: Pink Diamond 1, LLC shall have and retain a security interest in all goods shipped to Applicant until such time as all payments obligations of Applicant have been completed.

6. Terms of Payment: Payment for all goods is due and payable upon delivery unless other arrangements have been agreed upon in advance and appear on the face of this contract. A 1.5% monthly interest rate will accrue and be payable on all accounts over thirty (30) days old.

7. Excuse for Nonperformance: All orders are accepted subject to the occurrence of contingencies beyond Pink Diamond 1, LLC's reasonable control, including but not limited to, acts of God, earthquake, labor disputes and strikes, riots, war, novelty of product manufacture or other unanticipated product development problems, governmental acts/requirements, strikes, floods, fires, accidents, delays, contingencies of transportation, and any other cause beyond the control of Pink Diamond 1, LLC. If any such cause prevents or interferes with the delivery of goods ordered, Applicant shall accept as full and complete fulfillment of the order such portion of the goods covered by the order as Pink Diamond 1, LLC is able, under the circumstances, to produce and deliver in accordance with the order.

8. Revocable on Nonpayment: If Applicant fails to pay Pink Diamond 1, LLC when due, or if any payment tendered is subsequently dishonored, Pink Diamond 1, LLC may terminate this Agreement as to further delivery, and no forbearance or course of dealing affects this right of Pink Diamond 1, LLC. Notwithstanding any previous shipment(s) on credit, Pink Diamond 1, LLC may, at any time, demand payment on delivery or require payment on tender of shipping documents.

9. Acceptance of Terms: No quotation, order or contract is binding until accepted in writing by an officer of Pink Diamond 1, LLC at its general office at 12450 Magnolia Blvd #4102, Valley Village, CA, 91617, USA . Until accepted in this manner, all quotations, orders and/or contracts are subject to change without notice.

10. Use of Intellectual Property: Pink Diamond 1, LLC may, in its sole and exclusive discretion, authorize Applicant to employ certain images, video clips, descriptions, instructions, trademarks trade-names and service marks (“Intellectual Property”) belonging to Pink Diamond 1, LLC . Said authorization, if granted, shall be a non-exclusive, limited, revocable right to use the Intellectual Property solely in connection with Applicant’s sales of the goods acquired from Pink Diamond 1, LLC. Applicant may not modify the Intellectual Property in any way, including but not limited to cropping of any images, clips, etc. to remove Pink Diamond 1, LLC’s copyright and/or trademark notice(s). Pink Diamond 1, LLC reserves all rights in the Intellectual Property and Applicant may not copy, distribute, or otherwise deal in or exploit same in any way, in any format now known or subsequently devised, anywhere throughout the universe, except as otherwise specifically permitted herein. Applicant agrees to use the Intellectual Property only: (I) in accordance with the highest standards and of such style, appearance and quality as to be adequate and suited for exploitation to the best advantage, protection and enhancement of Pink Diamond 1, LLC its goods, and the goodwill pertaining thereto; (ii) in accordance with all applicable international, national, federal, state and local laws, treaties and governmental orders and regulations; and (iii) in no manner reflecting adversely upon Pink Diamond 1, LLC and/or its goods Pink Diamond 1, LLC may revoke said licenses at any time, for any reason, in Pink Diamond 1, LLC’s sole and exclusive discretion and upon notice of such revocation, Applicant will immediately discontinue the use of such Intellectual Property. The images and descriptions that may be licensed appear on Pink Diamond 1, LLC’s website at www.pinkdiamond69.com. No other images, text, marks or other works (including but not limited to all other images, marks and/or descriptions appearing in other locations in Pink Diamond 1, LLC’s websites, or elsewhere) may be exploited without the prior written consent of Pink Diamond 1, LLC. Any unlicensed exploitation and/or exploitation in excess of the rights granted, shall be deemed an infringement of Pink Diamond 1, LLC rights and not, merely, a breach of this Agreement.

11. Arbitration: Any controversy arising out of or relating to this agreement, or the making, performance or interpretation thereof shall be settled by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect. Said arbitration shall be held exclusively in Los Angeles, California and a any ruling therefrom may be entered by the Superior Court of California, or if applicable, the United States District Court for the Central District of California, located in Los Angeles, California. Applicant irrevocably consents to appear personally for any and all such arbitration proceedings in Los Angeles, California, the general and personal jurisdiction of such courts to enter such judgements thereon, waives any challenges thereto including but not limited to forum non-conveniens, and consents to the domestication of any such judgement in one or more jurisdictions in which Applicant’s business and/or assets, in whole or in part, may be found.

12. Choice of Law: This Agreement and all invoices hereunder shall be deemed as contracts entered into within the state of California and shall be governed by the laws of the United States and the state of California without reference to rules governing choice of laws.

13. Waiver: No waiver or any breach of default under this contract operates as a waiver of any future breach and/or default, whether of a like or different character, except as otherwise provided herein.

14. Attorney's Fees: In the event it becomes necessary for Pink Diamond 1, LLC to retain legal counsel to implement collection procedures, to undertake arbitration, litigation, or to otherwise protect its rights under this Agreement, Applicant shall pay Stockroom’s actual Attorney’s fees and all related arbitration and litigation costs, whether or not any such arbitration and/or litigation proceeds to final judgment.

15. Collection Agency Fees: In the event it becomes necessary for Pink Diamond 1, LLC to retain one or more agents for collection procedures, Applicant shall pay all Pink Diamond 1, LLC’s collection fee and related costs charged by said agent(s).

16. Returned Check Fees: There will be a \$25.00 fee for the first check returned as unpayable and \$35.00 for each subsequent check(s) returned as unpayable. Said fees shall be in addition to any outstanding balances due. Pink Diamond 1, LLC may report dishonored checks to various agencies including but not limited to credit reporting services and local law enforcement.

17. Severability: If any provision of this contract, as applied to any party or to any circumstance, shall be found by a court to be void, invalid or unenforceable, it shall not affect any other provision of this contract, the application of any such provision in any other circumstance or the validity or enforcement of this contract.

18. Assignment: Applicant may not assign this Agreement, by operation of law or otherwise, without Pink Diamond 1, LLC's prior written consent. Any attempted assignment not in conformity herewith shall be null and void.

19. Modification and Integration: This Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. This Agreement expresses the entire understanding between the parties and supercedes any and all former agreements, understandings and representations relating in any way to the subject matter hereof. No modifications, alterations or amendments of this Agreement shall be valid or binding unless in writing and signed by the party to be charged with such modification, alteration or amendment.

Applicant:

Signature

Date

Title

Company Name

Address

Telephone

E-Mail