

## **Terms and Conditions:**

The following terms and conditions are set forth by Fashion Eureka Inc. By purchasing from Fashion Eureka Inc., customer is agreeing with Fashion Eureka terms and conditions as listed below:

### **1. Opening an Account**

I. Buyers must submit a business tax permit to Fashion Eureka Inc. Expired business permits are insufficient as valid proof of business. Buyers must submit all assumed names of business to Fashion Eureka Inc.

II. Buyers may only sell Fashion Eureka Inc. dresses in locations, both digital and physical, that display clothing, primarily dresses. Fashion Eureka Inc. has the right to refuse any buyer who does not meet aforementioned qualification.

III. Buyers must submit at least (2) invoices from independent vendors that reflect purchases of clothing, specifically dresses. Buyers who are in the process of opening a store or website must first submit some evidence of intention to sell clothing and also gain approval from one of Fashion Eureka representatives.

IV. Fashion Eureka dresses may not be displayed and/or sold in residential locations (i.e. homes, apartments, etc).

V. Buyers must purchase a minimum of (6) dresses as well as meet a minimum purchase amount of \$400(USD). The initial purchase minimum excludes all sale and closeout dresses.

VI. Payment for initial purchase order must be made in credit card (Visa, MasterCard, or Discover accepted) or cash.

VII. Fashion Eureka does not accept returns on initial purchases. Initial purchase orders that are damaged merchandise can be exchanged, on the condition that buyer notifies Fashion Eureka via email within (3) days from the date of receipt of merchandise or date of delivery. Exchanges can be denied by Fashion Eureka at any time and is subject to approval from Fashion Eureka representatives. All exchanges must be of equal or more value than returned merchandise.

VIII. Fashion Eureka customers may not rent Fashion Eureka dresses.

## **2. Returns**

I. Fashion Eureka does not accept returns. Dresses that are damaged can be exchanged, on the condition that buyer notifies Fashion Eureka via email within (7) days from the date of receipt of merchandise or date of delivery.

II. Exchanges can be denied by Fashion Eureka at any time and is subject to approval.

III. All exchanges must be of equal or more value than returned merchandise.

IV. To return dresses- customer must ship dresses back in the original condition they were sold. Specifically, on hangers with original plastic bags. All retail price tags or security tags must be removed- failure to do so may result of denial of exchange and/or restocking fee of 30% from original value.

V. Invoice number must be attached to return.

VI. Return shipping fee will be paid by the buyer.

## **3. Shipping**

I. Fashion Eureka utilizes UPS for method of shipment.

II. Request for alternative shipping method (i.e. UCL, AXEX, etc.) is possible. However, Fashion Eureka will not be liable for any damages or losses due to late packages.

## **4. Size Chart/Colors:**

I. Please note the size chart shown in Fashion Eureka catalogs reflects a general measurement- this is because every dress is subject to a different fit and is heavily dependent upon design.

II. Colors from the catalog may also vary slightly as photography or print may alter the color.

## **5. Image Use**

- I. Customer must gain approval from Fashion Eureka before they utilize images.**
- II. Only Fashion Eureka customers may utilize digital or printed images for marketing purposes.**
- III. No alterations (photoshop) will be made from original images.**

## **6. Payments:**

- I. Past due accounts are subject to a service charge by Fashion Eureka Inc.**
- II. Past due accounts that exceed more than one year may result in report to collections.**

## **7. Orders**

- I. Once orders are placed by phone or online- customers may not be able to change or cancel orders unless otherwise noted.**

## **8. Choice of Law**

- I. Fashion Eureka dresses sold to Fashion Eureka customers are in accordance to a contract formed in the state of California.**
- II. In the case of dispute from dresses sold to Fashion Eureka customers, the courts of the state of California shall have jurisdiction.**
- III. Any small claim brought against Fashion Eureka Inc. must be brought against Fashion Eureka Inc. within the jurisdiction of California.**

## **9. Reservation of Rights**

- I. Orders placed by Fashion Eureka customer indicates agreement with these terms and conditions set forth by Fashion Eureka Inc.**
- II. Fashion Eureka Inc. reserves the right to close any account that violates these terms and conditions.**