Wholesale Trader New Account form (DOMESTIC)

Thank you for your interest in becoming a Freckleface Stockist!

Please read through our terms and conditions carefully. When you are happy you fully understand, please complete, sign, date and return to us via scan or mail to the following addresses:

[hello@frecklefacehomefragrance.com](mailto:hello@frecklefacehomefragrance.com)

Freckleface Home Fragrance Ltd.

Unit 4,

Tate Business Park,

Dozen’s Bank, Pode Hole

Spalding,

PE11 3LX

Please make sure you keep one copy for your own records and referral. If you have any questions, please don’t hesitate to contact us. You can also reach us by phone on 01778393699.

**Company Trading Name:**

**Company Address:**

**Delivery Address (if different to above):**

**Company Reg number:**

**Telephone Number:**

**Mobile Number:**

**Type of Business:**

**Main Contact Name:**

**Main Contact Email:**

**Web Site Address:**

**Marketing Contact:**

**Finance Contact:**

**Supplier Reference:**

**Data Protection Act 2018**

We use the information you provide to supply our services to you. We may also use your contact details to communicate with you where necessary. We may contact you by e-mail, post or telephone but we will not share your information for marketing purposes with anu third-party companies. All personal data we process is processed by our staff in the UK. We follow strict security procedures in the storage and disclosure of information which you have given us, to prevent unauthorised access in accordance with the UK data protection legislation. We do not sell, rent or exchange your personal information with any third party, except to prevent fraud, of if required to do so by law.

1. DEFINATIONS
2. The “seller” shall mean Freckleface Home Fragrances (Company number 12428452)
3. The “Buyer” shall mean the person, firm, company or organisation making an offer to the seller to purchase the Goods on the basis of these conditions
4. The “Order” shall mean the Buyers order issued in writing or placed by email or telephone incorporating these conditions.
5. The “Goods” shall mean all items to be supplied by the Seller as set out in the order
6. The “Contract” shall mean the agreement arising between the Seller and the Buyer following the Seller’s written or electronic acceptance of the Order or delivery of the Goods, whichever shall come first occur. The Contract shall consist of the Order, these conditions specified or referred to therein but shall specifically exclude any conditions appearing on or referred to in the Order.

2. GENERAL

1. All contracts entered into by the Seller are subject to and governed by these Conditions which may only be varied by the seller in writing and in any event acceptance of the Goods on delivery shall constitute acceptance of these Conditions.
2. Any quotation given by the Seller shall not constitute an offer and is only valid for a period of 20 Business Days from its date of issue, unless stated otherwise in the quotation.
3. All minimum Order quantities by product are set out in the within the Sellers information pack, the total Order minimum value is £200 (excluding VAT), this applies to all Orders received.
4. The Seller will endeavour to protect your postcode under the following conditions:
   1. A minimum total number of seven orders received annually from the Buyer.
   2. A minimum total annual spend of £2,500 by the Buyer.
   3. The Buyer agrees to the appropriate display and advertising of the Sellers products in line with Seller’s requirements.
   4. The Seller reserves the right to grant, deny or rescind postcode protection at any time, even if the above criteria has been met.

3. PRICING

1. Prices quoted, unless otherwise stated, include delivery (subject to set minimum order value), but not VAT (or any tax in lieu of or in substitution of VAT), which shall be added to the price.
2. The prices payable for the Goods shall be those referred to in the Contract.
3. The Seller does not supply the goods on a sale or return basis
4. All wholesale pricing is set out in the information pack, the Seller reserve the right to change the prices at any time, allowing for a reasonable notice time period of no less then 4 weeks
5. Manufacturers Suggested Retail Price, the Seller shall at any time notify the Buyer of any changers to the MSRP. These can be found within the information pack.

4. CREDIT LIMIT

1. The granting of credit terms is at the Seller’s absolute discretion.
2. The Seller reserves the right to suspend deliveries or terminate any Contract if the Seller judges that the amount outstanding between the parties is in excess of the credit limit the Seller is willing to accord to the Buyer. Credit terms can be varied at any time at the discretion of the Seller but without prejudice to the terms upon which any Goods already supplied have been sold.

5. DELIVERY AND CARRIAGE

1. The Seller shall procure that the supplier of Goods, shall deliver the Goods to the location specified in the Contract or such other location as the parties may agree.
2. The Seller will use all reasonable endeavours to deliver Goods promptly but accepts no liability whatsoever for any consequences (express or implied) arising from any delay in delivery from any cause or for the loss or damage out of such a delay, and the time of delivery is not of the essence.
3. The Seller will take every care to ensure that the Goods that leave their premises are of satisfactory quality. However, the Seller can only accept responsibility for any consequences (express or implied) arising from losses or consequences where losses or damages in transit in the circumstances where loss or damages is covered by insurance and the provisions of the notification of damage and loss in transit condition is strictly complied with but no otherwise
4. The Seller will deliver Orders (where on delivery terms) by a method of delivery at the Seller’s absolute discretion. Buyers requiring delivery outside agreed terms (for example “Express”, overnight or timed delivery) will be charged an appropriate additional cost. The Seller reserves the right to impose a delivery surcharge for orders that do not meet these terms.

6. NOTIFICATION OF DAMAGE OR LOSS IN TRANSIT

1. If the Buyer does not receive all or any part Goods within 10 days of the invoice, the Buyer shall notify the Seller in writing or via email of non-receipt within 14 days of the date of invoice.
2. The Buyer upon receipt must check all goods and any shortages or damages. If the Buyer receives all or part of the Goods in a damaged condition, the Buyer shall notify the Seller of its claim in writing or via email with photographic evidence within five days of the delivery date.
3. Should the Buyer fail to notify the Seller of non-delivery of Goods or Goods damaged in transit within the relevant notice period, the Buyer shall be liable to the seller for any loss or damage the Seller may suffer in consequence of the Sellers resultant omission to notify the carries or insurers for the non-arrival or damage in transit of the Goods.
4. Failure to comply with the above time constraints shall absolve the Seller from all liability to the Buyer for any defect, shortage, non-delivery or other proper objection to the Goods or their packaging.

7. LIABILITY

The Seller shall be under no liability in respect of any imperfection in the goods arising from the expiry of 1 year from order date wilful damage, negligence, abnormal storage and/or working conditions, failure to follow the Sellers written instructions, misuse or alteration or repair of the Goods without the Seller’s approval.

8. PAYMENT

1. Unless otherwise agreed with the Seller, the first two orders received from the Buyer, payment shall be made on receipt of the invoice after which payment shall be paid in cleared funds on the 30th day following the date of invoice, notwithstanding that the Buyer wrongfully fails to accept delivery of Goods. The time of payment of the price shall be essence to the Contract.
2. If the Buyer fails to settle their account on the due date the Seller reserves the right to Charge the Buyer interest (both before and after any judgement) on the amount unpaid at the rate of 4% per annum above the Bank of England base rate from the date payment becomes due until payment is received together with all costs associated with and/or incurred in the recovery of overdue accounts.
3. Should the Seller suspend delivery or terminate a Contract, the Buyer shall pay the Seller at the agreed price for all the Goods purchased prior to the suspension or termination.
4. All payments due shall be made in full without set-of deduction or counterclaim

9. NOTICE

1. Any notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office.
2. Any notice shall be deemed to have been received:
   1. If delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address.
   2. If the sent Pre-paid first-class post or other next day working day delivery service, at 9am on the second business day after posting or at the time recorded by the delivery service.

10. SPECIFICATION

The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any

applicable statutory or regulatory requirements at present in force in the United Kingdom and/or in the county of destination as stipulated in the Contract or where the Goods are to be supplied to the Seller’s specification which do not materially affect their quality.

11. TRADEMARK

The Buyer undertakes not to use any trademarks or tradenames applied by the Seller to the Goods nor to do anything whereby the goodwill and reputation of such trademarks or tradenames is prejudiced or damaged.

12. ASSIGNMENT

The contract is personal to the Buyer and shall not be assigned, sub-contracted or otherwise transferred in whole or part to any third party without consent of the Seller.

13. VARIATION AND WAIVER

* 1. No employee or other person acting or purporting to act on behalf of the seller is authorised to agree to affect any alterations in these conditions unless confirmed in writing by a Director.
  2. The failure by the Seller to enforce at any time or at any period anyone (or part of one) or more of the Conditions hereof shall not be a waiver of them or of the right at any time subsequently to enforce all conditions hereof.

14. SERVERBILITY

If at any time any one or more of the Conditions (or any part of) unenforceable for any reason the same shall be deemed omitted here from and the enforceability of the remaining provisions of these Terms and Conditions shall not in any way be affected or impaired.

15. PARAGRAPH HEADINGS

Paragraph headings are descriptive only and form no part of these Conditions.

16. THIRD PARTY RIGHTS

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract

17. ENTIRE AGREEMENT

The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understanding between them, whether written or oral, relating to its subject matter

18. GOVERNING LAW

The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

19. JURISDICTION

These Terms and Conditions and Contract of which they form part shall be construed in accordance with English Law and the Buyers hereby submits to jurisdiction of the English Courts.

Sign: ………………………………………... Date: ………………………………………...

Print Name: …………………………….

Name of company: ………………………….

Address: ………………………………………...

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This signature confirms understanding and acceptance of the Terms and Conditions detailed on pages 1,2,3,4 and 5 of the original version of this form.