

Trade Application Form

Please complete and return back to: Syntiga Ltd

Company Name:

Company Address:

Tel Number

Contact Name and Title

Trading Name (if different)

Company VAT Number:

Date Commenced Trading:

Are you: A Sole Trader Partnership Ltd Co PLC

• **If you are a Limited Company, what is the company registration number?**

• **Please give full names & addresses of Proprietors/Partners/Directors.**

(if at present address is less than 3 years please also give the previous address)

Please provide two trade references:

Tel:

Tel:

Name of Bank and Branch:

Address:

Account Name:

Account Number:

I (Name & Position in Company)

At (Company Name)

Have read and understood the trading agreement and bear to the terms and conditions set out by Syntiga Ltd.

Terms and Conditions

1. These Terms and Conditions shall apply to all contracts for the sale of goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order confirmation of order or similar document.
2. All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
3. Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
4. Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.
5. The Price shall be the Sellers quoted price. The Price is exclusive of VAT, which shall be due at the rate ruling on the date of the Sellers invoice.
6. Payment of the Price and VAT shall be due by means of cheque on delivery or bank transfer basis until a trading history has been developed, only then will a credit account be offered.
7. We understand and will exercise our statutory right to interest, under the Late Payment or Commercial Debts {Interest} Act 1998 if we are not paid according to agreed credit terms.
8. The Goods shall be manufactured and supplied in accordance with the description contained in the Seller's specification.
9. The Seller may from time to time make changes in the specification of the Goods which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the Goods.
10. The Buyer shall inspect the Goods on delivery and shall within [3] days of delivery notify the seller of any alleged defect, shortage in quantity, damage or failure to comply with description or sample. The Buyer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery and before any use is made of them. If the Buyer shall fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the contract and free from any defect or damage. Which would be apparent on a reasonable examination of the Goods and the Buyer shall be deemed to have accepted the Goods.
11. The Buyer shall notify the Seller of any non-delivery of a whole consignment of complete cartons within [3] day of the date of dispatch (as stated on the invoice). Notwithstanding the receipt by the Seller of any such notice a clear signature on a carrier's delivery advice sheet shall be deemed to signify receipt of the quantity of cartons indicated on the advice sheet.

12. If the Goods are not in accordance with the contract for any reason, the Buyer's sole remedy shall be limited to the Seller making good any shortage by replacing such Goods or, if the Seller shall elect, by refunding a proportionate part of the price. The Seller shall be under no liability what so ever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of this contract.

All warranties and conditions whether implied by statute or otherwise are excluded from this contract provided that nothing in this contract shall restrict or exclude liability for death or personal injury caused by the negligence of the Seller or affect the statutory rights of a buyer dealing as consumer.

13. In spite of delivery having been made, property of the Goods shall not pass from the Seller until:

1.1 the Buyer shall have paid the Price plus VAT in full; and

1.2 no other sums what so ever shall be due from the Buyer to the Seller.

14. Until property of the Goods passes to the Buyer in accordance with clause [15], the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Seller. The Buyer shall store the Goods (at no cost to the Seller) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Seller's property.

15. The Seller shall be entitled to recover the Price (plus VAT) notwithstanding that property in any of the Goods has not passed from the Seller.

16. The Buyer shall not pledge or in any way charge by way of security for any indebtedness of any of the Goods, which are the property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so all sums whatsoever owing by the Buyer to the Seller shall forthwith become due and payable.

17. The Buyer shall insure and keep insured the Goods to the full Price against all risks to the reasonable satisfaction of the Seller until the date that property in the Goods passes from the Seller, and shall whenever requested by the Seller produce a copy of the policy of insurance. Without prejudice to the other rights of the Seller, if the Buyer fails to do so all sums owing by the Buyer to the Seller shall forthwith become due and payable. Delivery of the Goods shall be made to the Buyer's address on the Delivery Date. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

18. The Goods shall be delivered to the Buyer at the Sellers recorded address. The risk in the Goods shall pass to the Buyer upon such delivery-taking place.

19. The failure of the Seller to deliver or the failure of the Buyer to pay for any or more of the said installments of the Goods on the due dates shall not entitle either party to treat this contract as repudiated.

20. The Seller shall not be liable for any loss or damage whatsoever due to failure by the Seller to deliver in an acceptable time frame, or at all.

21. Notwithstanding that the Seller may have delayed or failed to deliver the Goods (or any of them), the Buyer shall be bound to accept delivery and to pay for the Goods in full as per agreed terms of trading provided that delivery shall occur at any time within [7] days of the Due Delivery Date. Neither party shall be liable for any default due to any act of God, war, strike, lockout, industrial flood, drought, storm or other event beyond the reasonable control of either party or the carrier of the goods.

22. The parties submit to the exclusive jurisdiction of the courts of England and Wales and irrevocably agree that proceedings issued out of the said courts may without prejudice to the rules of service of such on them by delivering such proceedings in an envelope addressed to the party to be served at the address for such party set out in this contract. The Seller may license or sub-contract all or any part of its rights and obligations under this contract to the Buyer's consent. The Seller may cancel this contract at any time before the Goods are delivered by giving written notice the Seller shall promptly repay to the Buyer any sums paid in respect of the Price and shall not be liable for any loss or damage whatsoever arising from such cancellation.

23. All branded goods whether retail or bulk packed, may only be sold by the buyer and MUST be advertised/ marketed and resold bearing these brands in the supplied packaging (where applicable). Under no circumstances should any trademark other than those applied by the Seller, be applied to the goods or marked on any advertising displaying the goods, without prior written consent from Syntiga.

24. No right or license is granted under this contract of sale to the Buyer under any patent; trademark registered design or other intellectual property right except the right to use or resell the Goods.

25. Re-sellers will not offer any branded products supplied by Syntiga Ltd on eBay, Amazon, any of their affiliate's websites or any other auction website (including, but not limited to Groupon) or online marketplace **WITHOUT** the expressed, written consent from Syntiga Ltd.

All sales on eBay, Amazon, any of their affiliate's websites or any other auction website or online marketplace **ARE STRICTLY PROHIBITED unless there is written approval from Syntiga Ltd.**

By agreeing to these terms, you understand that Syntiga Ltd reserve the right to submit a formal complaint to eBay, Amazon or the marketplace affected and report anyone who is found to be in violation of this policy.

Agree by:

Company Name:

Directors Name:

Directors Signature:

Date Signed: