

Office Use Only

Account Reference

**SMASH
SPORTS**

Marketing - Sales - Distribution
Brand Management

TRADE ACCOUNT APPLICATION FORM

Type of Company			
Company Registered Name			
Company Trading Name			
Owners Name			
Registered Office			
Company Registration No.		VAT No.	
Telephone		Email	
Buyers Name		Buyer's Telephone	
Buyers Email		Buyer's Mobile	
Invoice Address			
Delivery Address			
Accounts Name		Delivery Contact	
Accounts Email		Delivery Email	
Accounts Telephone		Delivery Telephone	

If you a sole trader or partnership, please provide your personal address(es)

--	--

If you wish to apply for a credit account you will be required to complete the following section:

Amount of Credit you wish to apply for £

Please provide 2 trade references

Company Name		Company Name	
Company Address		Company Address	
Contact Name		Contact Name	
Contact Number		Contact Number	
Email		Email	

I/We accept the **Conditions of Sale** of Smash Sports Limited, on the reverse of this application form

Signature		Date	
Print Name		Position	





Terms & Conditions

DEFINITIONS

In these Conditions of Sale "the Company" shall mean Smash Sports Limited and "the Customer" shall mean the person, firm or company purchasing or wishing to purchase goods or services from the Company. Goods manufactured and / or distributed by the Company are sold under the conditions set out below. The acceptance of the goods is deemed to constitute an agreement to observe and be bound by such conditions. The Company will permit no variation of these Conditions of Sale unless accepted and confirmed in writing to the Customer.

CONTRACT

A contract once accepted cannot be cancelled nor amended except by mutual agreement in writing. Each delivery shall constitute a separate contract and any failure or defect in any one delivery shall not vitiate the contract as to the remaining deliveries.

PRICES

Goods will be invoiced at prices ruling at the time of dispatch. The Company reserves the right to vary prices without notice. All prices are subject to current rate of VAT and any other applicable taxes.

SPECIFICATION

The Company reserves the right to amend the specification of its products without notice and to use alternative materials when it considers it to be necessary or suitable.

CARRIAGE

Orders to UK mainland addresses will be carriage paid where the net goods value is over £150 and when sent in one consignment to one delivery point. Orders under £150 will be subject to a £10 net carriage charge.

Orders to the Highlands, Channel Islands and Ireland will be carriage paid where the net goods value is over £250 and when sent in one consignment to one delivery point. Orders with a net goods value between £150 and £250 will be subject to a £10 carriage charge, and orders with a net goods value less than £150 will be subject to a £20 carriage charge.

Special delivery consignments will be charged extra at cost.

CLAIMS

Non-delivery must be reported initially by telephone within 2 days of invoice date and confirmed in writing within 5 days of invoice date. Shortage or damaged goods must be reported to the Company within 24 hours of receipt and confirmed in writing within 2 days. Claims otherwise made cannot be accepted by the Company or the carrier.

DISPLAY EQUIPMENT

Any display equipment is supplied on loan to a Customer on the following conditions:

1. It is used continuously for display of the Company's products only;
2. On ceasing to be used it must be returned to the warehouse of the Company carriage paid;

3. It is the responsibility in every respect of the Customer (fair wear and tear excluded) while in his possession and in transit to the Company;
4. In the event of damage or loss, about which the Customer must notify the Company immediately in writing, the Customer will be liable to the Company for the value at the time of supply or the cost of repair whichever is lower.

RETURNS & ORDER CANCELLATIONS

No goods may be returned for credit without written permission from the Company. A 20% handling and restocking charge may be applied to all credit notes covering returned goods except when the goods are faulty or damaged. Any goods returned by the Customer to the Company shall be at the risk of the Customer while in transit to the Company and at the Customer's cost.

Any forward orders placed with the Company by the Customer with a future delivery date are treated as confirmed orders and are subject to the same handling and restocking charges as above should they be cancelled. Forward orders can be brought forwards for an earlier delivery date at any time subject to stock availability, and can have delivery delayed by up to a maximum of 2 weeks from the original delivery date without incurring any handling and restocking charges.

RESALE OF PRODUCTS

It is strictly prohibited for Customers to resell products purchased from the Company to other resellers and act as a distributor. The customer can only sell directly to the end user, unless otherwise granted by the Company in writing. The customer is also prohibited from selling any product purchased from the Company through third party platforms and market places, such as Amazon and eBay, unless otherwise granted by the Company in writing. The Company has the right to retract any rights it grants to a Customer to sell the products purchased from the Company through third party platforms and market places at anytime, where the Company will make such a request in writing to the Customer, and the Customer must withdraw said activities within 48 hours.

TITLE OF GOODS

The risk in the goods shall pass from the Company to the Customer upon delivery of such goods to the Customer. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the Customer until the Company has received in cash or cleared funds payment in full for all goods delivered to the Customer under this and all other contracts between the Company and the Customer for which payment of the full price of goods thereunder has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the Company and the Customer under which the goods were delivered.

The Company may for the purpose of recovering its goods enter upon any premises where they are stored or offered for sale or where they are reasonably thought to be stored or offered for sale and may repossess the same. In particular, but without prejudice to the generality of the foregoing, the Company may at any time enter upon the Customer's premises if:

1. There shall be any default in payment on the due date by the Customer to the Company
2. The Customer being a company shall enter into liquidation (other than voluntary for amalgamation or reconstruction) or shall have a receiver appointed over the whole or part of its undertakings or assets, or
3. Being an individual or firm the Customer shall commit an act of bankruptcy or enter into an

arrangement or composition with or for the benefit of its creditors

MATERIALS

Whilst every endeavor will be made to supply material in accordance with the quality of samples submitted or quoted for, the contract is not a contract of sale by sample.

FORCE MAJEURE etc.

The performance of all contracts is subject to variation or cancellation by the Company owing to any Acts of God, war, strikes, lock-outs, fire, flood, drought, tempest or any other cause beyond its control or owing to any inability to procure materials or articles required for the performance of the contract and the Company shall not be held responsible for any inability to deliver caused by any such contingency.

PAYMENT

All payments must be made payable to Smash Sports Limited. Payments can be made by BAC's, Debit/Credit Card and Cheque. Payment by cheque shall be construed as being received at the time that the Company's bankers receive the funds from the Customer's bankers. Returned or represented cheques will be charged at £25 per occasion. The Company reserves the right at any time in its absolute discretion to demand immediate payment of any account whether due or not.

TERMS OF SETTLEMENT

Payment of invoices will either be on a proforma basis or strictly 30 days from the date of invoice. The Customer will be notified by the Company prior to shipment of their first order to the settlement terms they will receive. Settlement terms will be dependent on the type and size of business, and before any credit is given by the Company to the Customer, the Company will request from its credit insurers a financial check of the Customer and their approval of a credit limit for the Customer. The Company will write to the Customer to advise them of any changes to the settlement terms granted to them by the Company. Accounts unpaid by the due date will be treated as overdue and passed to the Company's credit insurers for debt collection.

OVERDUE

The Company shall be entitled to charge interest to the Customer at 2% per month or part thereof payable on demand for any account that becomes overdue. The Company shall be entitled to charge the Customer with all costs of collecting overdue accounts, including the Company's reasonable administrative costs, payable on demand.

LAW

Any contract made under these Conditions of Sale shall be governed by English Law and shall be within the exclusive jurisdiction of the English Courts, however the Company may enforce the contract in any Court of competent jurisdiction.

CONDITIONS

Each of the above conditions is independent and stands on its own. Should any clause be shown to be inapplicable, none of the other clauses shall be invalidated or affected in any way.