

New Account Application Form **TERMS OF SALE** (please read carefully)

ALEXANDER ESSENTIALS.COM LTD  
28 ROCKWELL COURT  
THE GATEWAY  
WATFORD  
UNITED KINGDOM  
WD18 7HQ  
Tel. 0845 388 1991  
Fax 0845 388 2992  
*Contact Names:*  
*Alex or Susan*

### **(1) GENERAL – THE CONTRACT**

**(1.1)** The Credit application must be filled in correctly and signed. All references will then be obtained and approved by us before an order is sent out.

**(1.2)** All invoices must be paid within 30 days.

**(1.3)** Invoice/s can be disputed up to 3 days from the date of the invoice then they will be deemed to be correct.

**(1.4)** Payments may be made out to “Alexander Essentials.com” and crossed “A/C Payee only”. We will advise you further of the different payment methods that are suitable and acceptable to us closer to initial inception date of the account going live.

**(1.5)** Quotations are invitations to treat only and shall lapse 5 days from their date.

**(1.6)** Once accepted, orders may only be cancelled and returned with our express written permission. Goods are only supplied on a sale or return basis- if we have agreed in writing prior to each such sale and on the following terms: **(a)** returned goods must be at our sole discretion be re-sellable at full list price. **(b)** For returned goods; 30% of the total value of the order will be charged to cover costs incurred by us to cover all preparation costs, labour and administration costs that have gone into preparing your order. **(c)** Our brochures and other literature are for your guidance only (accept in cases of fraud on our part) shall not constitute representations by us.

### **(2) PRICE**

**(2.1)** The price of goods shall be stated as the current price of the relevant price list at the time of delivery. “relevant” in this case means a wholesale price list, salon price list, distributor price list etc, whichever applies to you.

**(2.2)** If you are a VAT registered company, VAT will be applied and stated on the invoice. For Exports, no VAT shall be applied.

**(2.3)** All discounts and rebates are at our sole discretion only. Discounts are usually 35% for general wholesale customers and 45% for distributors. A greater level of discount may be available, but this is dependant largely on the volume and monetary value of the order. Again; what constitutes a “large” order is only decided by us.

### **(3) PAYMENT**

**(3.1)** A cleared payment via Debit Card, Cheque, Cash or Credit Card is required for non Credit Account customers prior to dispatch of delivery. Payment by Credit Card carries a surcharge of 2% applied on the sum total of the order. Payment is required on or before each delivery unless We have agreed in writing to give You credit.

**(3.2)** We will advise You of the minimum order value at the enquiry stage of setting up your Credit Account or any other type of Account (which ever is applicable to You). For guidance purposes, please be advised that this figure is usually in the region of £2000, depending on customer the type. “Type” in this instance is defined as a “wholesale customer”, “distributor”, “salon customer”, “practitioner”, “retail opening order customer”, etc.

**(3.4)** If you are set up as a credit customer, we may, at our sole discretion require the first few (usually 2) payments of invoices to be paid prior to delivery. This is (in the absence of prejudice on our part) solely a measure of prudence in establishing a trusting relationship with you in order to grant such credit facilities.

**(3.4)** You may not withhold payment of any invoice or other amount due to Us by reason of any right of set off or counterclaim which you may have or allege to have for any reason.

### **(4) DELIVERY**

**(4.1)** Delivery shall occur when the Goods arrive at the delivery address and are signed for by one of Your authorised signatories.

**(4.2)** If You fail to take or make arrangements to accept delivery or collect the Goods 5 working days after delivery or collection is offered to You or if We are unable to deliver because of inadequate access or instructions delivery shall be deemed and We may do any one or more of the following (without prejudice to any other right or remedy We may have): **(a)** Make additional charges for failed delivery, **(b)** Store the Goods at Your risk and cost, **(c)** Invoice You for the Goods **(d)** Terminate this contract without liability on Our part, **(e)** Recover from You all costs and losses incurred by Us.

**(4.3)** Delivery dates are given in good faith but are estimates only. Time for delivery shall not be of the essence of the contract.

**(4.4)** We shall not be liable for any damages whatsoever whether direct or indirect (including for the avoidance of doubt any liability to any third party) resulting from any delay by Us in delivery of the Goods or failure to deliver the Goods in a reasonable time whether such delay or failure is caused by Our negligence or otherwise howsoever.

**(4.5)** If We fail to deliver the Goods Our entire liability shall be limited to the excess (if any) over the price of the Goods, of the cost to You (purchasing in the cheapest market reasonably available to You) of similar goods to replace those not delivered.

**(4.6)** Local delivery is free, subject to a minimum order value of £50 (excluding VAT). £5.00 handling charge on orders under £50.00 (excluding VAT).

**(4.7)** We reserve the right to make delivery by instalments and tender a separate invoice in respect of each instalment. Any claim which You may have in respect of one instalment shall not affect Your liability in respect of any other installment.

#### **(5) INSPECTION**

**(5.1)** You shall inspect the Goods at the place and time of delivery Unless You advise us by telephone immediately and written notice is received by Our Accounts Receivable Department (contact Head Office) within 3 working days of delivery of any claim apparent on reasonable inspection for loss or damage in transit, short delivery or failure to conform to the Contract the Goods will be deemed to have been delivered in accordance with the delivery documents and You shall not be entitled to and waive any right to reject the Goods.

**(5.2)** Our liability for loss or damage in transit or short delivery apparent on reasonable inspection is limited to supplying the Goods as ordered and We shall not be liable for any damages whatsoever. You remain liable to pay the full invoice price of other Goods delivered in accordance with the Contract.

#### **(6) TITLE AND RISK**

**(6.1)** Risk in the Goods shall pass to You when the Goods are delivered. The title to the Goods shall remain with Us until You pay the price of the Goods and any other sums outstanding between You and Us whether in respect of this contract or otherwise.

**(6.2)** The Goods shall be stored separately from any other goods and You shall not interfere with any identification marks, labels, batch numbers or serial numbers on the Goods.

**(6.3)** We shall be entitled at any time to recover any or all of the Goods to which We have title and for that purpose We/Our employees or agents may with such transport as is necessary enter upon any premises occupied by You or to which You have access and where the Goods may be or are believed to be situated.

#### **(7) DEFAULT & TERMINATION**

**(7.1)** "Insolvent" means You becoming unable to pay Your debts within the meanings of Section 123 (Company) or Section 268 (Individual) of the Insolvency Act 1986 or You ceasing to pay Your debts in the ordinary course of business or being unable to pay Your debts as they become due or You ceasing or threatening to cease to carry on Your business.

**(7.2)** "Associated Company" means Your subsidiary or holding company as defined in Section 736 and Section 736A of the Companies Act 1985 or a subsidiary of such holding company, or any company over which Your directors or shareholders have control as defined in Section 840 of the Income and Corporation Taxes Act 1988.

**(7.3)** If You fail to pay any invoice or any sum due to Us under any contract on the Due Date or Your credit limit is exceeded or You or Your Associated Company becomes Insolvent or there is a material change in Your or Your Associated Company's constitution or You commit a material breach of this contract and fail to remedy that breach after being requested to do so all sums outstanding between You and Us under this and any other contract shall become immediately due and payable and We shall be entitled to do any one or more of the following (without prejudice to any other right or remedy We may have):-

**(a)** require payment in cleared funds in advance of further deliveries of Goods **(b)** charge interest on the monies outstanding at the rate of **4%** above the Bank of England Official Dealing Rate **(c)** suspend or cancel any further deliveries of Goods to You under any contract without liability on Our part. **(d)** terminate this or any other contract with You or any Associated Company without liability on Our part.

**(7.4)** You shall reimburse Us costs including legal costs on an indemnity basis which We incur in enforcing Our rights under this Contract including but not limited to recovery of any sums due.

#### **(8) ALEXANDER ESSENTIALS.COM LTD DATA PROTECTION NOTICE**

**(8.1)** If You are an individual or a group of individuals by signing below You agree that We may: **(a)** Seek, hold and process any information obtained about You from You or third parties for the purpose of and as a result of this and any other applications or agreements You or Your company have with Us. This will include a search with a licensed credit reference agency, which will keep a record of that search, and will store that information with other businesses. **(b)** Hold and use this information during and for 6 years after Our trading relationship and thereafter destroy the information except for contact details, a record of credit limits and date of and grounds for account closure.



## Wholesale Criteria

- ✓ Opening orders for retail products £5136.90.
- ✓ Opening order for retail receive one tester of each product.
- ✓ Tester available with units of 24 thereafter.
- ✓ Free delivery with orders over £50.00. £5.00 handling charge on orders under £50.00.
- ✓ First 2 months PROFORMA only or credit card payment after which account will be open subject to credit.
- ✓ All export orders PROFORMA only.
- ✓ All export orders delivery fee will be charged accordingly.
- ✓ The re-sale of AE products to other retailers or suppliers is not permitted.
- ✓ Goods remain the property of AE until the invoice is paid. Risk in the goods passes to the buyer on delivery.
- ✓ Free products training
- ✓ Open an account today call 0845 388 1991. Or email to us at [Alex@AlexanderEssentials.com](mailto:Alex@AlexanderEssentials.com)

