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4th Floor, Goyt Mill, Upper Hibbert Lane, Marple, Stockport, SK6 7HX

E-mail: support@lovemystyle.com Web: www.lovemystyle.com

# WHOLESALE APPLICATION FORM & TERMS OF SALE

**Nitrotek LTD T/A Lovemystyle.com is a company registered and with premises in England and is governed by English Law.**

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, these terms or to a visit to our website although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

Please fill in your details below, sign and date both pages and return to us by email to support@lovemystyle.com

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| --- | --- |
| **PROPRIETORS FULL NAME:** |   |
| **BUSINESS NAME:** |   |
| **WEBSITE:** |   |
| **BUSINESS ADDRESS:** |   |
| **BUSINESS TEL:** |   |
| **EMAIL:** |   |
| **FAX:** |   |
| **HOME ADDRESS:** |   |
| **HOME TEL:** |   |
| **LTD COMPANY REG NO.: (if applicable)** |   |
| **VAT NO.: (if applicable)** |   |
| **TYPE OF BUSINESS:** |   |
| **AMAZON SELLER ACCOUNT NAME/NUMBER:** |   |
| **EBAY SELLER ACCOUNT NAME/NUMBER:** |   |
| **BANK DETAILS;** |
| **BANK:** |   |
| **ACCOUNT NO:** |   |
| **SORT CODE:** |   |
|  |  |
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This is to certify that I have received, read and agree to abide by Nitrotek Ltd’s conditions of trade.

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| [ ]  | Click here to confirm that you agree to the terms and conditions |

## You, Buyer – **Trader** We, vendor, us – **Nitrotek LTD T/A Lovemystyle.com** End-User – **Traders customer**

## TERMS OF SALE

1. All orders accepted are subject to these terms of trade and conditions of sale. No conditions stipulated in a buyer order, letter or communication shall vary or cancel these terms of trade unless the vendor agrees the variances in writing and it is signed. A contract binding on the vendor arises only on the issue of the vendor’s written acceptance.
2. We do not provide an after sales support service directly to the end buyer. Servicing of, and communication with the end-user is the responsibility of the buyer.
3. You will be notified by email if you will be required to place a minimum order accepted to open an account, that email is considered part of your contract and should you decide to order goods from the Vendor it will be deemed that you have agreed to the contents of the email.
4. The minimum value accepted per order following the first order will be notified to you via email, this email is considered part of your contract and should you decide to order goods from the Vendor it will be deemed that you have agreed to the contents of the email.
5. Each item on an order shall constitute a separate contract.
6. All goods are sold without warranty.
7. The vendor will hold and despatch the balance of an order that are out of stock as at the time of despatch unless we are instructed to the contrary at the time the order is placed. The vendor also reserves the right to refund any items that are out of stock rather than hold and despatch when stock arrives.
8. The vendor may allocate stock held to or against such customers and in such quantities, as it deems proper.
9. We reserve the right to change our prices without prior notification and the prices charged will be those applicable at the date of despatch.
10. We reserve the right to discontinue any product without prior notification
11. We reserve the right to close a buyer’s account without prior notice.
12. The vendor does not operate a “Sale or Return” system (this includes defective goods) and goods will not be accepted by the vendor for refund or credit.
13. The vendor does not make or give any representation or warranty as to the availability for purchase of any item referred to in any catalogue, advertisement, price list or any other document of communication with or by the vendor.
14. Payment for orders is due before despatch.
15. The buyer of the goods will have them examined for damage and loss in transit upon receipt. Any claim must be made in writing within three days of receipt. No claim for shortage or defect will be entertained unless this procedure is adopted. Qualified delivery notes will not be accepted as written notice.
16. No liability can be accepted by the vendor for damage in transit or short delivery unless advised in writing to the vendor within three days of receipt of goods or part thereof, or for loss in transit or non-delivery unless advised in writing to the vendor within 3 days of expected delivery date. No claim will be entertained unless this procedure is adopted.
17. If the courier states they have attempted delivery and the buyer is not in, item is not collected from depot, the goods returned to sender as undelivered, unable to find address or the address provided was incorrect then there will be an additional carriage fee to resend the goods.
18. If goods are lost in transit the goods will be replaced or refunded (Vendors choice) when the claim for loss has been accepted by the courier which can take up to 20 working days
19. No compensation **or refund will be made for, but not limited to, disappointment, suspended or closed account, time or sales lost.**
20. All measurements and specifications listed in our catalogues, order forms, advertisements, or any other publication or communication from our company are approximate only and no warranty or condition is give of accuracy. Whilst our suppliers endeavour to ensure that items or representations will be accurate in detail.
21. Nitrotek LTD reserve the right to cancel this contract and collect the stock at any time if unpaid.
22. The buyer agrees not to publish any reviews, feedback or other information about Lovemystyle on any third party website or their own website. Doing so would be in breach of this contract and the buyer’s account will be immediately closed. Further, the buyer will be responsible for any damages along with legal fees for having the comments removed.

## RETURN OF GOODS AND CANCELLATION

1. We do not accept returns from the end user.
2. If the buyer decides to cancel their order or request a refund within the 7 day cooling-off period, the goods can be returned for a credit only and the buyer will be deducted the original postage costs. Goods will not be accepted for credit within the 7 day cooling off period if they are not in brand new condition. Return postage costs paid by the buyer are non refundable.
3. It is the buyer’s responsibility to find out what the return postage cost of an item is going to be before the item is returned to the vendor.
4. We will not accept the return of any goods without written notification that must state the nature of the fault of each item and the invoice/order number relating to the purchase of each item.
5. All transportation costs relating to the return of any goods, regardless of whether to be deemed defective or not upon inspection, must be met by the buyer and will not be reimbursed.

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