



PASSIONATE ABOUT SKIN

Application for Trade Account

In order to open an account with us please complete this form in full and return this application to our office address together with your company headed letter paper, business card, brochure (where applicable) and latest set of accounts. A Proprietor, Director or Partner needs to sign the form. Dr Tuhin Dev Skin Care Limited will conduct a search with a credit reference agency which will keep a record of that search and will share information with other businesses. Should it become necessary to review the account, then again a credit reference may be sought and a record kept. Dr. Tuhin Dev Skin Care Limited will monitor and record information relating to your trade performance and such records will be made available to credit reference agencies who will share their information with other businesses when assessing applications for credit and fraud prevention.

Company Registration Number

Vat Number

Date of Incorporation

Registered Address

Holding/Parent Company Name and Address
(where applicable)

Company/Salon/Spa Name

Full Trading Name

Full Trading Address

Post Code

Tel No :

Fax No :

Email Address :

Website Address :

Type of Business

- Limited Company Partnership
 Sole Trader Other

(Please tick where appropriate)

If other, please specify

Full Names and Home Addresses of
Directors/Partners/Proprietors

Director/Partner/Proprietor 1

Name

Address

Director/Partner/Proprietor 2

Name

Address

Director/Partner/Proprietor 3

Name

Address

Estimated Purchases per month £ _____

Credit Required (i.e. 2 x monthly purchases) £ _____

Accounts Payable Contact

Address for invoices/statements if different from above

Name

Job Title

Phone Number

Fax Number

Email Address

I/We agree that Dr.Tuhin Dev Skin Care Limited and associated companies or their approved agent may search the files of credit reference agencies who may keep a record of that search.

I/We understand that the information provided by me/us may be transferred to a country outside the EU for the purposes only of processing this referencing application and, notwithstanding such transfer, Dr Tuhin Dev Skin Care Limited will remain the Data Controller for the purposes of this application.

I/We note your Standard Terms and Conditions of Sale (These are attached - please detach for future reference) and agree to all clauses and will pay for any goods/services supplied by you on the stated terms unless otherwise agreed in writing.

I/We note that all invoices are payable thirty days from invoice date unless otherwise agreed in writing

Trade Reference

Name of Company

Address

Contact Name

Telephone Number

Trading Relationship (Time in Years)

Customer Signature

Position

Date

Bank

Name of bank

Address

Sort Code

Account Number

Telephone Number

Number of years account held

The details you provide, including your email address, will be held by Dr.Tuhin Dev Skin Care Limited and may be used to keep you up to date on our products and services and those of our associated companies and other organisations we believe will be of interest to you. If you prefer not to receive this information, please tick this box

Thank you for taking the time to complete this application. We will be in touch with you soon

Please read the declaration and sign and date.

We cannot proceed with this application if you do not sign.

I/We, being an authorised signatory of the applicant, hereby confirm that the information provided by me/us is to the best of my/our knowledge true and complete.

I/We consent that this information may be verified by contacting credit reference agencies and used to support a request for credit facilities with Dr.Tuhin Dev Skin Care Limited and associated companies in accordance with their credit vetting procedures.

Internal Use Only

Sales Manager Name

Date

Trade Reference

Credit Analysis

Rating

Credit Level Allowed

Data Protection

Account Opened Date

Account Number

Review Date



PASSIONATE ABOUT SKIN

Standard Terms and Conditions of Sale

1 Interpretation

1.1 In these Conditions

"BUYER" means the person who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller;

"CONDITIONS" means the standard terms and conditions of sale set out in this Contract and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Buyer and the Seller;

"CONTRACT" means the contract for the purchase and sale of the Goods;

"GOODS" means the goods and services (including any instalment of the goods and services or any parts for them) which the Seller is to supply in accordance with these Conditions;

"PARTY" means either of the Seller or the Buyer as applicable, together being the Parties;

"SELLER" means Dr.Tuhin Dev Skin Care Limited (Co.Reg. No: 6107258) and registered in England and Wales and having its Registered Office at Dr.Tuhin Dev Skin Care Limited, 46 St Ina Road, Heath, Cardiff, CF14 4LT, United Kingdom.

"WRITING" includes email, facsimile transmission and comparable means of electronic communication;

1.2 In the Contract references to (i) any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, re-enacted, replaced or extended at the relevant time; (ii) the masculine include the feminine and the neuter and vice versa; (iii) the singular include the plural and vice versa; and (iv) clauses are references to the clauses set out in these Conditions. The headings to these terms and conditions are for convenience only and shall not affect their interpretation.

2 Basis of the sale

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Seller which is accepted by the Buyer; or any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

Except to the extent that any variation or amendment is expressly incorporated into the Contract, all descriptive matter, specifications and advertising issued by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures or web-site are issued or published for the sole purpose of giving an approximate idea of the matters described in them and will not form part of the Contract.

2.3 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

2.4 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

The Seller shall not be liable for any such advice or recommendation which is not so confirmed.

2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction at any time without any liability on the part of the Seller.

3 Orders and specifications

3.1 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer; and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.2 The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's quotation or price list (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).

3.3 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.

3.4 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

3.5 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

4 Price of the goods

4.1 The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order. Where the Goods are supplied for export from the United Kingdom, the Seller's published export price list shall be either in US dollars or Euros as designated in Writing by the Seller. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.

4.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the costs to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of taxes and/or duties, significant increases in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

4.3 Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in Writing between the Buyer and the Seller, all prices are given by the Seller on an INCOTERMS basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.

4.4 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

5 Terms of payment

5.1 Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.

5.2 Unless otherwise agreed in Writing by the Seller, the Buyer shall pay the price of the Goods (less any discount to which the Buyer is entitled, but without any other deduction) within 30 days of the date of the Seller's invoice, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

5.3 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

5.3.1 cancel the contract or suspend any further deliveries to the Buyer;

5.3.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

5.3.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 2.5 per cent per annum above Lloyds TSB Bank plc Base Rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

6 Delivery

6.1 Delivery of the Goods shall be made by the Seller to the Buyer's warehouse or premises or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place. The Seller shall notify the Buyer that the Goods are ready for collection

6.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in Writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

6.3 If for any reason the Buyer does not accept delivery of any Goods when ready for delivery, the Seller may store the Goods at the Buyer's risk and the Buyer shall pay the Seller its reasonable charges in respect of such storage. If the Goods have not been collected by the Buyer within sixty (60) days from the date of first being advised of their availability, the Seller may dispose of such Goods at the Buyer's expense.

7 Risk and property

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer:

7.1.1 in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or

7.1.2 in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods and services agreed to be sold by the Seller to the Buyer for which payment is then due.

7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Seller for the proceeds of the sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

7.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold) the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and if the Buyer fails to do so forthwith to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

7.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so, all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

8 Liability and Exclusive Remedy

8.1 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, design or specification or carriage instructions supplied by the Buyer or where the Buyer mixes or integrates the Goods with any other product;

8.2 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working and/or storage conditions, failure to follow the Seller's instructions (whether oral or in Writing), misuse or alteration or repair of the Goods without the Seller's prior Written approval;

8.3 The Seller shall be under no liability if the total price for the Goods has not been paid by the due date for payment;

8.4 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

8.5 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.

8.6 Except in respect of death or personal injury caused by the Seller's negligence,

THE BUYER ACKNOWLEDGES AND ACCEPTS THAT THE SELLER SHALL NOT BE LIABLE TO THE BUYER BY REASON OF ANY REPRESENTATION, OR ANY IMPLIED WARRANTY, CONDITION OR OTHER TERM, OR ANY DUTY AT COMMON LAW, OR UNDER THE EXPRESS TERMS OF THE CONTRACT, FOR ANY CONSEQUENTIAL LOSS OR DAMAGE (WHETHER FOR LOSS OF PROFIT OR OTHERWISE), COSTS, EXPENSES OR OTHER CLAIMS FOR CONSEQUENTIAL COMPENSATION WHATSOEVER (AND WHETHER CAUSED BY THE NEGLIGENCE OF THE SELLER, ITS EMPLOYEES OR AGENTS OR OTHERWISE) WHICH ARISE OUT OF OR IN CONNECTION WITH THE SUPPLY OF THE GOODS OR THEIR USE OR RESALE BY THE BUYER, EXCEPT AS EXPRESSLY PROVIDED IN THESE CONDITIONS.

9 Force Majeure

The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control;

9.1 Act of God, explosion, flood, tempest, fire or accident;

9.2 war or threat of war, sabotage, insurrection, terrorism, civil disturbance or requisition;

9.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental parliamentary or local authority;

9.4 import or export regulations or embargoes;

9.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees or agents of the Seller or of a third party);

9.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;

9.7 power failure or break down in machinery.

10 Insolvency of buyer

10.1 This clause applies if:

10.1.1 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (other than for the purposes of amalgamation or reconstruction); or

10.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or

10.1.3 the Buyer ceases, or threatens to cease, to carry on business; or

10.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

10.2 If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary. Clause 12.3 shall apply and the Conditions referred to therein shall survive cancellation of the Contract.

11 Export terms

11.1 In these Conditions 'INCOTERMS' means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.

11.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 11 shall (subject to any special terms agreed in Writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions.

11.3 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.

11.4 The Seller shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979 relating to insurance of goods sent by sea.

11.5 The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.

11.6 Payment of all amounts due to the Seller shall be made by the Buyer by electronic transfer of monies to the Seller's nominated bank account as notified in Writing.

12 Termination

12.1 Without prejudice to any rights of action or remedy which have accrued or shall accrue, either Party (the "Terminating Party") may at any time by written notice (see clause 13.1) terminate the Contract if the other Party is in breach of any material obligation under the Contract and if the breach is capable of remedy, the other Party has failed to remedy such breach within thirty (30) days of Written notice to that Party requiring remediation of the breach.

12.2 Where the Seller terminates the Contract under this clause, the Buyer shall within seven (7) days pay to Seller: (i) all outstanding payments invoiced by the Seller under the Contract at the date of termination; (ii) in addition a fair and reasonable price for work done or in progress but not invoiced for at the date of termination; (iii) all costs (including overheads) and liabilities incurred by the Seller arising out of or resulting from termination, including but not limited to supplier's and sub-contractors' cancellation charges; and (iv) a sum in respect of the profits which the Seller would have made under the Contract but for its termination.

12.3 The provisions of clauses 5.3.3., 7.2., 7.3., 7.4., 7.5., 8, 9, 13.3, 13.4, and 13.8 shall survive termination of the Contract together with any other provision which by the nature of its terms is implicitly intended to survive termination.

13 General

13.1 Any notice required or permitted to be given by either Party to the other under these Conditions shall be in Writing addressed to that other Party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the Party giving the notice.

13.2 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

13.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

13.4 The Buyer undertakes during the term of the Contract and for 12 months after completion or earlier determination of the Contract not to solicit or make an offer of employment (or an offer for services) to any Seller's employee, officer or agent engaged in the performance of the work under the Contract.

13.5 The Buyer shall not be entitled to assign the Contract or any part of it without the prior Written consent of the Seller. The Seller may assign the Contract or any part of it to any person, firm or company.

13.6 A person who is not a Party to this Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

13.7 The Contract constitutes the entire agreement between the Parties in connection with its subject matter and neither Party has relied on any representation or promise except as expressly set out in the Contract.

13.8 The Contract shall be governed by and construed in accordance with English Law. Each Party hereby irrevocably submits to the exclusive jurisdiction of the English Courts PROVIDED THAT each Party shall have the right to enforce a judgement of the English Courts in a jurisdiction in which the other Party is incorporated or in which any assets of the other Party may be situated AND FURTHER PROVIDED THAT each Party shall have the right to take proceedings before the courts of any competent authority of any country for injunctive or interim remedies in relation to any breach of this Contract including any infringement of a Party's intellectual property.