

Wholesale Direct

ACCOUNT APPLICATION

WDL.COM

WHOLESALE DIRECT

CONFIDENTIAL

TRADING APPLICATION FORM

**Please make sure you complete the following
before returning the document:**

- 1. Answer all questions on the form in their entirety**
- 2. INCLUDE A COPY OF YOUR PROOF OF IDENTIFICATION**
- 3. Return the whole form to the address below:**

**WDL Account Applications
Unit 45 Rissington Business Park
Upper Rissington
Gloucestershire
GL54 2QB**

Or fax it to 01451 822614

Wholesale Direct

TEL.: 01451 823144. FAX: 01451 822614. E-MAIL: help@wdl.com WEBSITE: www.wdl.com

1. APPLICATION DETAILS

TRADING NAME: _____

COMPANY/REGISTERED ADDRESS: _____

_____ POST CODE: _____

COMPANY REG. NO.: _____ VAT REG. NO.: _____

PHONE NO.: _____ FAX NO.: _____

E-MAIL ADDRESS: _____

WEB ADDRESS: _____

FULL NAME OF PRINCIPALS: _____

HOME ADDRESS: _____

_____ POST CODE: _____

HOW LONG AT THIS ADDRESS: _____ YRS. _____ MTHS. TEL: NO.: _____

DATE OF BIRTH (MANDATORY): _____

IF YOU HAVE NOT LIVED AT THE ABOVE FOR MORE THAN 3 YEARS, PLEASE COMPLETE THE FOLLOWING:

PREVIOUS ADDRESS: _____

_____ POST CODE: _____

2. TRADING INFORMATION

PLEASE GIVE A BRIEF DESCRIPTION OF THE NATURE OF YOUR CURRENT OPERATIONS. E.G. SHOP(S), INTERNET COMPANY, WHOLESALE, EBAY, AMAZON MARKETPLACE, ETC. ETC.

**MEANS OF IDENTIFICATION. PLEASE SUPPLY PHOTOCOPY OF:
DRIVING LICENCE or PASSPORT and V.A.T. REGISTRATION FORM if applicable.**

PLEASE NOTE: THIS ACCOUNT CANNOT BE OPENED UNLESS WE ARE IN RECEIPT OF THE ABOVE.

Goods purchased under this agreement remain the property of Wholesale Direct until all sums owing to Wholesale Direct by the customer are paid. The risk in any goods purchased shall pass to the customer when the goods are delivered to or collected by the customer or its agent. This Retention of Title clause may be enforced by Wholesale Direct at any time without notice in its absolute discretion.

The Terms and Conditions of Trade of Wholesale Direct shall apply to all contracts and in making this application it is accordingly expressly agreed that the attached Terms and Conditions will apply subject only to variance by Wholesale Direct at its discretion.

I ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND TO THE WHOLESALE DIRECT TERMS OF TRADING AND CONDITIONS OF SALE, A COPY OF WHICH HAS BEEN SUPPLIED WITH THIS APPLICATION FORM AND DECLARE THAT THE INFORMATION IS ACCURATE TO THE BEST OF MY KNOWLEDGE.

SIGNED: _____

DATED: _____

PRINT NAME: _____

POSITION: _____

WHOLESALE DIRECT

PAYMENT CARD INFORMATION

CONFIDENTIAL

The following information is needed from all of our customers who pay by Card: The **CARD NUMBER**, the **STATEMENT ADDRESS** for the card and, in particular, the **HOUSE NUMBER** and **POST CODE**.

The Security Code is the **LAST 3-DIGITS** printed on or just beneath the card signature strip of the full card number, or after the last **4-DIGITS** of the card number.

We accept Mastercard, Visa, Visa Electron, Delta, Maestro, Solo and Switch payment cards.

This form can be faxed back to us on **01451 822614** or call us on **01451 823144** if you **prefer to give your credit card details over the phone**.

COMPANY NAME: _____
COMPANY ADDRESS: _____
POST CODE: _____

CARD (1) TYPE: <input type="checkbox"/> CREDIT CARD <input type="checkbox"/> DEBIT CARD
CARD SUPPLIER: (Visa/MasterCard etc): _____
CARD NO.: _____
VALID FROM: EXPIRY DATE: _____
ISSUE NUMBER: SECURITY CODE: _____
CARD HOLDERS BILLING ADDRESS: _____ _____ _____
POST CODE: _____
CARD HOLDER'S SIGNATURE: _____
DATE: _____

CARD (2) TYPE: <input type="checkbox"/> CREDIT CARD <input type="checkbox"/> DEBIT CARD
CARD SUPPLIER: (Visa/MasterCard etc): _____
CARD NO.: _____
VALID FROM: EXPIRY DATE: _____
ISSUE NUMBER: SECURITY CODE: _____
CARD HOLDERS BILLING ADDRESS: _____ _____ _____
POST CODE: _____
CARD HOLDER'S SIGNATURE: _____
DATE: _____

WHOLESALE DIRECT

DELIVERY ADDRESSES

Delivery addresses must be specified in advance of opening an account. Please add your delivery addresses in the boxes below.

Changes to delivery addresses or the addition of new delivery addresses must be sent to us in writing.

DELIVERY ADDRESS (1)

POST CODE: _____

TELEPHONE NO.: _____

DELIVERY ADDRESS (2)

POST CODE: _____

TELEPHONE NO.: _____

DELIVERY ADDRESS (3)

POST CODE: _____

TELEPHONE NO.: _____

TERMS OF TRADING & CONDITIONS OF SALE.1. Definitions.

- 1.1. "The Seller" shall mean Online Commerce Ltd. trading as Wholesale Direct situated at Unit 45 Rissington Business Park, Upper Rissington, Gloucestershire, GL54 2QB or its assignees or successors in title.
- 1.2. "The Buyer" shall mean any person, firm or corporate body purchasing goods from the Seller.
- 1.3. "Goods" shall mean all recorded material and any other goods and materials (including but not limited to tapes cassettes compact discs and videos) together with their packaging.
- 1.4. "Conditions" shall mean these Terms of Trading & Conditions of Sale set out herein.

2. Extent of Contract.

- 2.1. Unless otherwise expressly agreed in writing by the Seller these Conditions, which supersede any earlier conditions of the Seller, shall override any terms or conditions stipulated or referred to by the Buyer. By placing an order with the Seller the Buyer acknowledges that these conditions will apply to any resulting Contract.
- 2.2. Acceptance by the Seller may be oral, by written acknowledgement, by telephone or other electronic communication or failing such by delivery of all or part of the Goods to the Buyer pursuant to an order.
- 2.3. The Seller will not be bound by any variation of these Conditions unless agreed in writing by them. Any variation or modification of these Conditions made by the Seller shall be notified to the Buyer in writing and shall apply to all Goods ordered by the Buyer following issue of such notification. No servant or agent of the Seller has power or authority to vary these conditions orally or to make representations or promises about the conditions of the Goods their fitness for any purpose or any other matter whatsoever.
- 2.4. The construction validity and performance of these Conditions and any contact between the Seller and the Buyer shall be governed by English Law.

3. Performance.

- 3.1. The Seller will use its reasonable endeavours to fulfil orders within a reasonable time of receipt.

4. Cancellation.

- 4.1. No cancellation or variation of the whole or any part of the order by the Buyer is permitted except where expressly agreed in writing by a person authorised to sign on behalf of the Seller.
- 4.2. The consent of the Seller to cancellation or variation of the order shall not in any way prejudice the Seller's right to recover from the Buyer full compensation for any loss or expense arising from such cancellation or variation on an indemnity basis.
- 4.3. Where the Goods are returned by the Buyer without the Seller's consent they will not be accepted for credit.

5. Prices

- 5.1. Goods will be charged at the prices ruling on the date of order by the Seller, with the exception of goods placed on back order when variations may be implemented by the Seller after the date on which the order is placed. VAT will be applied to all invoiced sums at the rate in force at the date of invoice. Any price discrepancies must be notified to us in writing within one month of the invoice date.

6. Title and Risk.

- 6.1. Risk in the Goods shall pass to the Buyer when the Goods are received by the Buyer.
- 6.2. The ownership of the Goods shall remain with the Seller until the Buyer has paid all liquidated sums owed by

the Buyer to the Seller whether in respect of this order or otherwise.

- 6.3. The Goods shall be stored on the Buyer's premises separately from any other goods and the Buyer shall not interfere with any identification marks or serial numbers on the Goods.

- 6.4. The Buyer is licensed by the Seller to use or agree to sell the Goods delivered to the Buyer subject to the express conditions that the entire proceeds of any sale or insurance proceeds received in respect of the Goods are held in trust for the Seller and not mixed with other monies or paid into an overdrawn bank account and shall at all times be identifiable as the Seller's money.

- 6.5. Until title to the Goods passes, without prejudice to any other rights of the Seller, the Seller may at any time revoke the power of sale and use contained in clause 6.4 above by notice to the Buyer.

- 6.6. If the Buyer is in default for longer than 14 days in the payment of any sum whatsoever due to the Seller whether in respect of the Goods or otherwise or if the Seller has bona fide doubts as to the solvency of the Buyer, the power of sale and use contained in clause 6.4 is automatically revoked without the Seller being required to give notice to the Buyer, whereupon the Buyer shall deliver up such Goods to the Seller on demand.

- 6.7. The Seller may at any time recover and re-sell Goods in which title shall not have passed to the Buyer. The Seller by its servants and agents shall be entitled to access to the Buyer's premises or those to which the Buyer has a right of access where the Goods or some of them are stored or thought to be stored for the purpose of inspection or re-possession at any time.

- 6.8. Risk in the Goods shall revert to the Seller following re-possession but not otherwise.

- 6.9. The Buyer shall indemnify the Seller against any costs, expenses or losses incurred or sustained by the Seller in exercise of the Seller's rights under this order.

- 6.10. If the Buyer shall become bankrupt or insolvent, or have a receiving order or administration order made against him or compound with his creditors, or, being a corporation, commence to be wound up, not being a members voluntary winding up for the purpose of reconstruction or amalgamation, or carry on its business under a receiver for the benefit of its creditors or any of them, or the Seller has bona fide doubts as to the solvency of the Buyer all sums payable to the Seller by the Buyer in respect of the Goods or otherwise shall become due and payable forthwith without requirement for any notice to be given and the Seller shall be released from its obligation to deliver such of the Goods as remain undelivered save on terms acceptable to the Seller, or if the Goods of any of them shall have been delivered, the power of sale and use contained in clause 6.4 above shall be deemed revoked forthwith, and the Goods shall be delivered up to the Seller.

- 6.11. The giving of time or indulgence or the failure by the Seller to exercise any right it may have or enforce any obligation of the Buyer shall not prejudice the future exercise or enforcement thereof or any other right or rights of the Seller.

7. Delivery.

- 7.1. Although the Seller endeavours to despatch orders accepted by it on the same day, subject to stock availability, any times or dates for despatch or delivery quoted by the Seller or assumed by the Buyer, whether pursuant to these Conditions or otherwise, shall not form part of the Contract and the

Buyer acknowledges that in the performance expected by the Seller no regard has been made to such times or dates and no liability shall be accepted by the Seller for any loss whatsoever suffered or caused by late delivery or non delivery and time of delivery shall not be of the essence.

- 7.2. Delivery will be deemed to have been effected when the Goods are delivered to the Buyer, the Buyer's representative, place of business or carrier.
 - 7.3. The Seller reserves the right to make delivery by instalments and tender a separate invoice in respect of each instalment.
 - 7.4. The Buyer shall procure the signature of the Seller's delivery note as acknowledgement of delivery.
 - 7.5. If the Buyer wishes to claim that there is any shortage on the delivery of any Goods or that any of the Goods are delivered damaged, the Buyer shall give notice to the Seller by telephone within 24 hours and in writing to the seller within 5 days after the date of delivery, failing which the Goods shall be deemed to have been delivered undamaged and in accordance with the delivery documents.
 - 7.6. If short delivery does take place, the Buyer shall not reject the Goods but shall accept the Goods delivered as a part performance of the order.
 - 7.7. If short delivery or damaged Goods are complained of, the Seller shall be under no liability in respect thereof unless a reasonable opportunity to inspect the Goods is provided to the Seller before any use or sale thereof is made by the Buyer.
 - 7.8. The liability of the Seller for short delivery or damaged Goods shall be strictly limited to the provision of any Goods not delivered or the replacement or, at the Seller's option, repair of any damaged Goods.
 - 7.9. If the Buyer fails to take delivery on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for dispatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.
 - 7.10. If the Buyer fails to take delivery on the agreed delivery date, or if no specific delivery date has been agreed, when the Goods are ready for dispatch, the Seller shall be entitled to sell the Goods to another party ready, willing and able to purchase the Goods.
8. Payment.
- 8.1. Unless the sale is for cash or under the terms of a Cash Account, all accounts are due for payment as per previously agreed terms which you would have received (or will if a new account) from our Credit Control Department.
 - 8.2. The Seller reserves the right to charge interest at 3% per annum above the base rate from time to time in force of Barclays Bank on all overdue accounts accrued on a daily basis.
 - 8.3. The Buyer shall not be entitled to withhold payment of any amount payable by reason or any dispute or claim by the Buyer.
 - 8.4. The Buyer shall not be entitled to set off against any amount payable any amount due by the Seller to the Buyer under any other agreement.
 - 8.5. In the case of short delivery, partial delivery or delivery of damaged Goods, the Buyer shall remain liable to pay the full invoice price of all Goods delivered or available for delivery.
 - 8.6. The Seller reserves the right at any time at its discretion to demand security for payment before continuing with or delivering any of the Goods notwithstanding any subsisting agreement to provide credit to the Buyer.
 - 8.7. The Buyer shall reimburse to the Seller the entire cost of representing any cheque or other instrument, or the

entire cost of any cheque or other instrument which does not clear when presented for payment, delivered to the Seller in payment of any sum due by the Buyer or any costs the Seller may reasonably incur in collecting any overdue payment whether by legal proceedings or otherwise.

- 8.8. Without prejudice to any other rights of the Seller, if the Buyer shall fail to make punctual payments of any sum under any contract between the Seller and the Buyer, all sums outstanding will become immediately due and the Seller may, at its option, either withhold delivery of the goods until the total indebtedness of the Buyer to the Seller has been discharged, or cancel all outstanding orders.
9. Protection of Seller's Rights.
- 9.1. The Buyer shall not nor shall it authorise to permit any other person to copy, duplicate, cut out and/or alter the Goods or any of them or any part or parts thereof or copy, duplicate, remove, deface, obscure or alter any of the packaging promotional or advertising material supplied by the Seller relating to any of the Goods.
10. Returns Policy
- 10.1. As a general principle the Seller will give credit for faulty Goods returned in accordance with the Seller's then current returns procedure for that category of Goods. The Seller's returns policy and procedure will be issued from time to time and is available upon request.
11. Representations
- 11.1. Whilst we take every care in the preparation of literature relating to the Goods these documents are for the Customer's general guidance only and the particulars contained in any literature prepared or published by us shall not constitute representations by us and we shall not be bound by them.
12. Force Majeure
- 12.1. The Seller shall not be liable for any failure to deliver or delay in delivery of the Goods arising from circumstances outside its control, including but not limited to lock-outs, fire, accidents, defective materials, delays in receipt of raw materials or bought-in goods or components.
13. Data Protection Act
- 13.1. The Buyer agrees that the Seller will monitor and record information relating to the Buyer's trade performance and that such records will be made available to Credit Reference Agencies, who will share that information with other businesses in assessing applications for credit and fraud prevention, and to other organizations to assess applications for credit.
 - 13.2. The Buyer agrees to keep the Seller informed of any changes in personal data that the Buyer has supplied to the Seller, and to indemnify the Seller in respect of any loss or injury that the Seller may suffer as a result of personal data supplied by the Buyer proving to be inaccurate or misleading in any respects.