

Trade Account Terms & Conditions

In these trade account terms and conditions, “**we**” or “**us**” or “**company**” means GaraDry Ltd, “**you**” or “**customer**” means the person, firm or company named on the trade application form; and “**our**” or “**your**” shall be construed accordingly. This is an agreement between us and you to provide a trade account (the “**Account**”) which you can use to make purchases from us either online or directly. You will be deemed to have consented to these terms by your use of the Account.

This account is to facilitate trade credit. It is a non-regulated agreement and as such is not governed by the Consumer Credit Act. We will consider pursuing a prosecution for fraud against any individual(s) falsely applying or subsequently being granted credit in a consumer capacity.

Any customer that is a registered business will for all intents and purposes, with regards to these terms and conditions, be considered a "trade customer".

1. CREDIT LIMIT

1.1 We will from time to time set a credit limit for the Account and tell you what it is. This may be done verbally or by specific letter or by virtue of the statement which will reflect a change to the limit offered.

1.2 We reserve the right to withdraw credit facilities at any time.

2. INVOICES

2.1 Any invoice query must be submitted in writing within 14 days from the date of invoice otherwise the invoice shall be deemed to be accepted by you.

2.2 The format of our invoice and statements to you will solely be dictated by us.

2.3 You will be sent, unless otherwise agreed, reminder invoices showing details of outstanding payments due, which have been charged to the Account, once the 30-day credit period has lapsed.

3. PAYMENT

3.1 You will be sent an invoice for each purchase and, unless otherwise agreed, payment must be made within 30 days of the date of the invoice. Any payment must be made in the currency displayed on the invoice by

way of direct debit, BACS, credit, or debit card. We do not accept cash or cheques.

3.2 The customer shall indemnify the company, against all costs (including legal costs) and expenses incurred by the company in recovering amounts due from the customer or exercising its rights including any administration fee incurred if the company refers a late/non-payment dispute to its lawyers or collection agents.

4. RESPONSIBILITIES

4.1 Even if we have provided you with credit previously, we reserve the right to refuse to complete any order if payment of the account or your credit rating is not satisfactory to us.

4.2 If the organisation in whose name the trade account will be held is (a) a company, and you are a director of the company, or (b) an LLP and you are a member of that LLP, you will personally guarantee the performance of all of that organisation's current and future financial obligations to GaraDry Ltd (including any subsequent increase(s) in the credit facility extended to that organisation).

4.3 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. We shall be entitled at all times to set off any debt or claim which we may have against you against any sums due from us to you.

4.4 The goods shall be at your risk. In spite of delivery having been made, ownership (also known as "title") in the goods shall not pass to you until you have paid the price for the goods in full and no other sums whatsoever shall be due to us from you.

4.5 We may close the Account at any time with immediate effect, on us giving you notice verbally or in writing if you break any of these terms or the terms on which you purchased goods or if any of the following happens (or we reasonably believe is likely to happen). If your account is closed, you will become liable to pay any amount outstanding on the account immediately upon receiving a request from us to do so.

4.6 We may send you any notice at the address specified on your application form, any trading address you may have from time to time, or at any other address you notify to us in writing, and you must tell us if you change your address.

4.7 If you are selling, or intending to sell, our products via any medium including via mail order, on-line either by a site operated by you or a community marketplace; or by any other method of long-distance retailing, our product listings must be clearly branded. This includes identifying our product as "GaraDry" branded in the title of the sales listing. Including the brand name in the main body text alone is not sufficient.

4.8 If you are selling or intending to sell, our products in 'kit' form, then these must be purchased from us as a complete kit and must not be re-packaged or have the packaging altered in any way and must contain all components of the original kit with no additional items.

4.9 If you are selling, or intending to sell, our products online then you are not permitted to sell on a competing platform where the company already lists its products for sale, e.g. Amazon.

4.10 Only images, videos or other marketing materials supplied with permission by the company may be used to list or sell our products online. Any alterations to supplied materials is strictly prohibited.

4.11 Items purchased that are to be resold or listed to be resold online must be listed at or above our listed RRP. We reserve the right to alter our prices at any time without prior notice.

5. CANCELLATION

5.1 You may end this agreement at any time by giving us notice provided that you have paid in full any outstanding balances on your Account.

5.2 We may vary these terms from time to time, and updated terms will be displayed on our website.

5.3 We reserve the right to refuse any application for a trade account solely at our own discretion. This includes but is not limited to; fraudulent applications, any account applications made by non-resellers or those not associated with the garage door or weather proofing industry.

6. FRAUD

6.1 You must tell us immediately if you become aware that the Account is being misused, whether fraudulently or in any other way; if access to the Account has been compromised, stolen or misused; or an Account invoice appears to wrongly include any item. Until you notify us of these events, so that we can stop the use of the Account or investigate any misuse of the Account, you will be liable for any losses we suffer as a result of any

misuse of the Account. Where we have good reason to do so, we may cancel, suspend, or restrict the right to use the Account.

7. TRADE ORDER RETURNS

7.1 You will be responsible for all shipping costs incurred on any returns accepted by us.

7.2 We reserve the right to refuse any trade returns.

7.2 We reserve the right to charge a restocking fee for any accepted trade returns solely at our discretion.

8. DATA PROTECTION

8.1 We will use any personal information you provide in accordance with the Data Protection Act 1998 for the purpose of assessing the level of credit we can provide to you and as otherwise permitted by law (the "Purpose"). We may share details with credit reference agencies and other organisations for these purposes and for the purposes of updating such organisations with your payment performance information. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud or money laundering. Law Enforcement agencies may access and use this information. By submitting the application, you consent to our use of your personal information as set out in this clause.

8.2 This agreement shall be governed by and construed in accordance with the law of England and Wales and all disputes arising in connection with the Contract shall be submitted to the non-exclusive jurisdiction of the English Courts. If the Customer is domiciled in Scotland (according to the Civil Jurisdiction and Judgments Act 1982) or Goods are delivered to the Customer in Scotland, the Company may elect that the Contract shall be governed by and construed in accordance with Scottish law and/or all disputes arising in connection with the Contract shall be submitted to the jurisdiction of the Scottish Courts.