

ACCOUNT APPLICATION FORMCompany Name: Trading As: **PURCHASER**Purchaser Contact Name: Purchaser Phone: Email Address: **SALES**Sales Contact Name: Sales Phone: Sales Email Address: **BILLING**Contact Person: Address 1: Address 2: Address 3: **DELIVERY**Contact Person: Address 1: Address 2: Address 3:

If same as billing address, state same

ACCOUNTSAccounts Contact Name: Accounts Phone: Accounts Fax: Vat Number: Company Reg. Number: Email Address:

Accounts Email. State Clearly. All Invoices And Statements Will Be Sent To This Address Only.

PLEASE READ:**Trade Application Process**

Please note you must be a reseller of office consumables, print cartridges, print machinery or I.T. equipment to open a trade account with Tradesupply, therefore we must validate your application which will take no more than 24 hours. Please fill in all sections of the form fully. Failure to do so will delay your application. Application acceptance is at the complete discretion of Tradesupply. Payment options:

1. Payment by credit card per order, payment is made by credit/debit card online or by phone. NO card fee applies
2. Payment by direct debit, we are authorized to debit your account by direct debit to process outstanding balance end of month. End of month payments include all invoices less credit notes due during the month of the invoice. PPayment is processed between 3rd and 7th of each month. All invoices, credit notes and statements are only available through the tradesupply.eu website. Queries must be emailed in advance. Acceptance of goods and invoices by the customer, confirms acceptance of Tradesupply terms and conditions of sale and supply as outlined.

SPECIAL OFFERS

If you wish your company to receive our special offers, free gifts, promotions and updates on new products, please tick the below button.

 I wish to receive updates on special offers**AUTHORIZATION**Name: (Block Capitals) Date: Signature:

**RETURN ADDRESS: UNIT 5 OAK ROAD, OAK COURT, WESTERN IND ESTATE, DUBLIN 12
FAX NUMBER: 01 685 4056 | EMAIL: ACCOUNTS@TRADESUPPLY.EU**

SEPA DIRECT DEBIT MANDATE

Creditor Identifier: IE82ZZZ307016

Creditor's Name: **TRADESUPPLY**
Unit 5 Oak Court,
Oak Road,
Western Industrial Estate

City / Post Code: DUBLIN

Country: IRELAND

PAYMENT DETAILS

Your Name*

Your Address*

Your City / Post Code Your Country

Your Account Number (IBAN)*

Your Bank Identifier Code (BIC)*

Type Of Payment * Recurrent Payment or One-off Payment

Please complete all the fields marked *

Name: (Block Capitals)

Date:

Signature:

Payment is processed on last working day of each month.

TERMS AND CONDITIONS OF SALE AND SUPPLY

General Terms of Sales and Supply

All Orders placed are dispatched within 24 hours once within agreed credit terms

Orders are delivered within 24 hours unless you are advised otherwise

Delivery charge applies to orders less than 30kgs size.

Excess Delivery charge on orders over 30kgs will be applied at the specific rate of delivery at that time

Delivery is carried out by first class courier

Delivery charges are applied to all orders and/or shipments, including back orders/follow on orders

Special delivery instructions must be emailed to Tradesupply prior to dispatch of order.

Orders cannot be cancelled after 2pm on the date of order

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1. Extended terms

2. General

2.1 "Seller" shall mean Tradesupply or any person on or with the authority of Tradesupply. Tradesupply is the trading name of D.M.G2.2 "Customer" shall mean the person or entity described as such on the invoices, application for credit, quotation, or any forms to which these terms and conditions apply, and shall mean any person acting on behalf of and with the authority of such person or entity.

2.3 "Goods" shall mean Goods supplied by the seller to the Customer and shall also mean any Services supplied. The Goods are as described on the invoices or quotation provided.

2.4 "Services" shall mean all services supplied by the Seller to the Customer and shall also mean the supply of Goods as previously defined.

2.5 "Price" shall mean the cost of the Goods as agreed between the Seller and the Customer.

3. Limitation of Liability and Warranties

CUSTOMER AGREES THAT USE OF THE SERVICE IS ENTIRELY AT CUSTOMER'S OWN RISK. SERVICES ARE PROVIDED 'AS IS,' WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY FOR INFORMATION, SERVICES, UNINTERRUPTED ACCESS, OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THE SERVICE, INCLUDING WITHOUT LIMITATION THE SOFTWARE LICENSED TO THE CUSTOMER AND THE RESULTS OBTAINED THROUGH THE SERVICE. SPECIFICALLY, WE DISCLAIM ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION: 1) ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY OR CONTENT OF INFORMATION, PRODUCTS OR SERVICES; AND 2) ANY WARRANTIES OF TITLE OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORISED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOUR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. CUSTOMER SPECIFICALLY ACKNOWLEDGES THE SERVICE IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER CUSTOMERS OR THIRD-PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH CUSTOMER.

NEITHER THE SERVICE NOR ANY OF ITS AGENTS, AFFILIATES OR CONTENT PROVIDERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO GAIN ACCESS TO OR USE THE SERVICE OR OUT OF ANY BREACH OF ANY WARRANTY. CUSTOMER HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON THE SERVICE. ALL DISPUTES ARISING OUT OF OR RELATING TO THE LIMITATION OF LIABILITY AND WARRANTIES SHALL BE GOVERNED BY THE LAWS OF THE REPUBLIC OF IRELAND.

3.1 Guarantee

Tradesupply cartridges are covered by a two year guarantee from the date of purchase. If the Customer experiences a faulty cartridge Tradesupply during this period Tradesupply will replace or refund the value of the product. The Customer must follow the returns procedures outlined in these terms and condition.

4. Returns:

4.1 In compliance with EU Distance selling directive the Customer is entitled to a 7 day cooling off period. During this time the Customer is entitled to return the purchase to us as long as the Goods are not damaged or opened. If this is the case the Customer is then entitled to a refund minus the cost of shipping.

4.2 If the Customers wishes to return Goods believed to be faulty the Customer must contact Tradesupply via email or fax outlining the goods to be returned. An RMA (Return Merchandise Authorisation) number will be issued to the customer. The Customer must return the RMA number along with a copy of the delivery docket and the Goods to Tradesupply within 5 working days of the issuing of the RMA number.

4.3 The Goods will be inspected by Tradesupply. If the fault is not as a result of workmanship or parts Tradesupply or is clearly as a result of misuse or damage by the customer a refund or replacement will not be issued. The Customer will be advised if such a determination is reached.

4.4 In the case of a faulty Good a replacement will be dispatched as standard to the Customer unless a refund is requested. Refunds will be issued in the same form as original payment was received.

5. Acceptance of orders

5.1A Any Instructions received by the seller from the Customer for the supply of Goods and/or the Customers acceptance of Goods supplied by the seller shall constitute acceptance of the terms and conditions.

5.2 Tradesupply will validate the Customers order and payment details before acceptance of any order. The Customer will receive an email confirmation on acceptance of the order.

5.3 Tradesupply reserves the right to make further validation checks.

5.4 All orders are subject to availability. If the Goods ordered are unavailable the Customer will be offered an alternative or a refund.

5.5 Tradesupply must be notified of any orders received in error within 5 working days of delivery or the customer will be liable for the value of the order.

6. Payment Terms.

6.1 Payment of Goods ordered will be processed through Tradesupply secure online payment service unless agreed otherwise. If payment is being made by method other than Tradesupply secure online payment service, payment is due on issuing of invoice unless agreed otherwise.

6.2 Credit account facilities may be offered to Customers at the discretion of Tradesupply

7. Delivery

7.1 All Orders placed are dispatched within 48 hours of payment processing. Orders are delivered with 48 hours unless you are advised otherwise. Delivery charge is 5.00 ex vat for Ireland and UK destinations on orders of any size. Delivery is carried out by first class courier. Special delivery instructions must be emailed to Tradesupply at time of order.

7.2 The failure of the Seller to deliver the Goods does not allow the Customer or the Seller to treat the contract as cancelled.

7.3 The seller is not liable for any loss or damage suffered due to a deal in delivery or failure to deliver.

8. Prices

8.1. Tradesupply reserves the right to change on any products without prior notification

8.2. All prices quoted are exclusive of VAT unless stated otherwise.

8.3 Customers using 'My Account' to reorder items will have prices saved in their account. Changes to these prices are subject to change without notification unless agreed otherwise.

8.4 Certain Goods may be removed from sale on Tradesupply without prior notification.

8.5 Prices are displayed in Euro currency.

9. VAT

9.1. VAI is charged where appropriate.

9.2. VAT is charged at a standard rate of 23% in Ireland and 20% in UK, or at the appropriate VAT rate according to the Dept of Finance and/or HM Revenue & Customs for the period with which invoices are issued.

9.3 If you are a VAT exempt organisation please notify Tradesupply prior to ordering.

10. Risk and Title

10.1 Tradesupply retain ownership on delivery of Goods all risk of goods passes to the Customer.

10.2 It is agreed between the Seller and the Customer that ownership remains with the Seller, Tradesupply until all amounts owed for the goods have been received in full and cleared.

11. Resale

11.1 The Customer will not engage in the resale of Tradesupply goods unless agreed otherwise between Seller and Customer.

12. Tradesupply Website

12.1 The information on Tradesupply is copyright of Tradesupply. We continuously attempt to ensure the accuracy and correctness of the information Tradesupply.

However we offer no guarantees or warranties of any kind with regard to accuracy, relevance, reliability or availability or information contained on Tradesupply or of the website itself. The user of the website and the information it contains is at the users or customers own risk.

13. Default

13.1 If the Customer defaults on the payment of due invoices an interest at a compound rate of 5% will be added to the overdue invoices.

13.2 The Customer is liable for all costs incurred by the seller in order to obtain payment on overdue invoices.

14. Legal

14.1 The terms and conditions herein and all contracts between Seller and Customer shall be governed by the laws of the Republic of Ireland.

14.2 The seller reserves the right to review and change the terms and conditions herein. The Customer will be notified of any changes and the changes will be effective from date of notification.

15. Credit Account facilities, Days of Credit

15.1 End of month from date of invoice, is extended to the customer account

15.2 Date of invoice is the date the order is placed with Tradesupply for the goods Terms of Credit

15.3 Payment must be received by Tradesupply on the last working day, end of month, date of invoice.

15.4 If payment is not received by the end of the month from date of invoice, the account will be placed on hold until payment in full has been received by Tradesupply. No orders will be accepted by Tradesupply while payment is due.

15.5 It is the customers responsibility to inform Tradesupply should there be any dispute due to amounts owing on the account before the account is due for payment

15.6 It is the customers responsibility to ensure they have an up to date statement of account and all invoices relating to the account from Tradesupply.

Default & Consequences of Default

15.7 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgement

15.8 If the customer defaults in payment of any invoice when due, the customer shall indemnify the seller from and against all cost and disbursements incurred by the seller in pursuing the debt including legal costs on a solicitor and own client basis and sellers collection agency costs.

15.9 Without prejudice to any other remedies the seller may have, if at any time the customer is in breach of any obligation (including those relating to payment), the seller may suspend or terminate the supply of goods to the customer and any of its other obligations under the terms and conditions. The seller will not be liable to the customer for any loss or damage the customer suffers because the seller exercised its rights under this clause.

15.10 If any account remains overdue after thirty (30) days then an amount of the greater of €20.00/£17.00 or 10.00% of the amount overdue (up to a maximum of €200.00) shall be levied for administration fees which sum shall become immediately due and payable

15.11 Tradesupply is given authorization by either signing of this document or accepting of goods and or invoices, irrevocable authority to deduct outstanding unpaid amounts from the customers credit/debit card, which was supplied on previous purchases/transactions with/to Tradesupply

Without prejudice to the seller's other remedies at law the seller shall be entitled to cancel all or any part of any order of the customer which remains unperformed in addition to and without prejudice to any other remedies and all amounts owing to the seller shall, whether or not due for payment, become immediately payable in the event that: any money payable to the seller becomes overdue, or in the seller's opinion the customer will be unable to meet its payments as they fall due; or

(A) the customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with the creditors, or makes an assignment for the benefit of its creditors; or

(B) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the customer or any asset of the customer

16. Extended terms

16.1 Should a direct debit be returned unpaid, full credit facilities will be revoked. The account will revert to payment via credit card or debit card. Credit account facilities will not be considered again for another 12 months.

16.2 Should a direct debit be returned unpaid, Tradesupply will take payment from credit card details supplied by your company on previous orders. Tradesupply is given the permission to keep on file these credit card details, in accordance with relevant credit card security legislation and credit card provider guidelines.

16.3 The Supplier shall not, whether during the term of the business relationship with the Company under this Agreement, or for a period of two years after the termination of the business relationship for any reason whatsoever, reproduce, copy or disclose, directly or indirectly, company, or confidential information to any other person, firm, partnership, corporation or any other entity, except where required in the discharge of the Supplier's duties in supplying the product and delivering the products to the Company's customers where required by applicable law

PRIVACY STATEMENT

This is the Privacy Policy for Tradesupply. This privacy policy explains how we use any personal information we collect about you or your company or your customers when you use our services. What information do we collect about you?

- Data Provided By You

We collect information about you, which you choose to provide, when you contact us through our website. If you contact us we will keep a record of our correspondence.

- When You Engage with Tradesupply

We collect information, provided by you, when you register with us or engage with our services or place an order for our products. This information can include, but is not limited to, names, email addresses, delivery addresses, phone numbers, transactional information as well as any other information you choose to share with us.

- Data Collected Elsewhere

We also collect information when you voluntarily complete customer surveys, provide feedback and participate in competitions. Website information is collected using cookies and can include, but is not limited to IP addresses, referring website, time of visit, length of visit and orders abandoned. How will we use this information about you? We collect information about you to process your order, deliver your order, manage your account and, if you agree, to email you about other products and services we think may be of interest to you. We use your information collected from the website to personalise your repeat visits to our website, to analyse data, to perform testing, to perform statistical analysis, to improve the performance and effectiveness of the website and to ensure safety and security. The legal basis of this is legitimate business interest. If you subscribe we will use your data as outlined and consent is the legal basis for processing. If you agree, we shall pass on your personal information to our group of companies so that they may offer you their products and services. Tradesupply will not share your information for marketing purposes with other companies. We use your data in creating your account. We may send your details to, and also use information from credit reference agencies and fraud prevention agencies or when required by law. We use your information to provide, operate and maintain the services and products you have engaged us for. As well as managing your account, providing alerts and updates and any other purposes about which we notify customers.

- Use of Data with Third Parties

In processing our business activities, we may send your details and/or delivery contact details to vetted partners, couriers and suppliers. Tradesupply partners are currently based in Ireland, the US, the UK and within the EEA. These partners include courier companies, payment processing providers, website analysis, email service provider and others. A small number of our partners are based outside the EU including, mailchimp,

- Retention of Data

We will store securely this information for repeat use by you, on the Tradesupply website, and internally by the Tradesupply order processing team. This data will be held on file while Tradesupply has a legitimate business reason to retain the data, unless otherwise directed by your company and where this direction does not negatively affect our legitimate business interests. Certain data may be required to be held for compliance with other legislation for a specified period of time. The retention and access to any data stored is minimised and its requirement is reviewed periodically. We will only hold the minimum amount of data as possible while delivering our services and products to you.

- Marketing

We would like to send you information about products and services of ours which may be of interest to you. If you have consented to receive marketing, you may opt out at any stage. You have a right at any time to stop us from contacting you for marketing purposes. If you no longer wish to be contacted for marketing purposes, please contact us by phone or email. Your rights under legislation Tradesupply is committed to ensuring our customers rights are respected and upheld always. Under current legislation you have: The right to be informed The right to access The right to rectification The right to erasure The right to restrict processing The right of data portability The right to object Rights in relation to automated decision making & profiling Please contact us on the details provided at the end of this policy and provided as much information as possible if you have any request in relation to your rights.

- Access to your information and correction

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all your personal information, please email or write to us at the below address. Repeated information requests may be subject to an administration charge. We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate.

- Cookies

Cookies are text files placed on your computer to collect standard internet log information and visitor behaviour information. This information is used to track visitor use of the website and to compile statistical reports on website activity. You can set your browser not to accept cookies and the above websites tell you how to remove cookies from your browser. However, in a few cases some of our website features may not function as a result.

- Other websites

Our website contains links to other websites. This privacy policy only applies to this website so when you link to other websites you should read their own privacy policies.

- Changes to our privacy policy

We keep our privacy policy under regular review and we will place any updates on this web page. This privacy policy was last updated on 10/5/2018.

- How to contact us

Please contact us if you have any questions about our privacy policy or information we hold about you

Email: info@tradesupply.eu

Post: Unit 5, Oak Court Oak Road, Western Ind Est. Dublin 12 D12 RRA4 Ireland