

Account Type (Please Tick)

TRADE ☐

DROPSHIP ☐

Company Information

Company Name

Date Established

Names of all Directors/Partners

Address

Post Code

Telephone Number

Website URL

VAT Reg No

Primary Email

Company Reg No

Accounts Email

Bank Information

Bank Name & Address

Post Code

Account Number

Delivery & References (TRADE ONLY)

Valid Delivery Days

MON TUE WED THU FRI

40ft Lorries Acceptable

YES NO

Fork Lift Available

YES NO

Trade Reference #1

Name

Address

Post Code

Accounts Email

Telephone Number

Trade Reference #2

Name

Address

Post Code

Accounts Email

Telephone Number

By signing below I agree to be bound by the current version of Ocean One Trading Ltd's terms and conditions, a full copy of which I have received. (Please note that in order to comply with the (Data Protection Act 1998), your signature gives the Company permission to make a search through Credit Reference Agencies. They will keep a record of that search and may share that information with other Businesses. Enquiries about the Directors/Partners may be made as applicable.)

Print Name

Date

Signature

Account Approval (OFFICIAL USE ONLY)

Print Name

Date

Signature

ERP Cust No

TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1 In these Conditions:-

"the Company" means Ocean One Trading Ltd (a company registered in England and Wales under number 11732742) whose registered office is at Kemp House, 160 City Road, London, EC1V 2NX, UK;
"the Customer" means the person, firm or company who accepts a quotation or offer from the Company for the sale of the Goods or whose order for the Goods is accepted by the Company;
"the Contract" means the contents of any binding order of Goods from the Customer to the Company which the Company agrees to fulfil, together with these conditions;
"these Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and the Company;
"the Delivery Date" means the date on which the Goods are to be delivered as stipulated in the Customer's order and accepted by the Company;
"the Goods" means the goods (including any instalment of the goods or any parts for them) which the Company is to supply in accordance with these Conditions;
"writing" includes any communications effected by telex, email, facsimile transmission or any comparable means.
"Business Day" means any working day, these days exclude Saturday, Sunday, Bank Holidays and most/all Public Holidays such as Christmas Day;
Gender: Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

1.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect the interpretation or construction of the Contract.

2. Application of Conditions

These Conditions apply to all purchases of products from the Company by phone, electronic, verbal, written media or agreeing for an order to be placed by the Company on your behalf you agree to abide by these Conditions.

The Company shall sell and the Customer shall purchase the Goods in accordance with any quotation or offer by the Company which is accepted by the Customer, or any order of the Customer which is expressly accepted by the Company in writing, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject 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 Customer.

3. Basis of Sale

3.1 The Customer represents that information provided by it when placing its order is up-to-date, materially accurate and is sufficient for the Company to fulfil the Customer's order. The Customer also represents that it has legal capacity to enter into a contract. No warranty, commitment or any other obligation should be assumed by the Customer on the Company's behalf or on behalf of a Goods manufacturer, licensor or supplier without the Company's express prior written consent.

3.2 All products by the Company prior to the placing of any order (including its catalogues, trade literature, brochures, quotations, price lists or website) or made orally by the Company or its representatives, employees, agents are given for general information purposes only and the Goods may also look different to their representation in any such materials or particulars.

3.3 The Customer acknowledges that the Company's representatives, employees, and agents are not authorised to bind the Company or make any representations or statements concerning the Goods unless confirmed by the Company in writing.

3.4 No variation to these Conditions shall be binding unless prior agreement has been made in writing between the authorised representatives of the Customer and the Company.

3.5 Sales literature, price lists and other documents issued by the Company in relation to the Goods are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. An order placed by the Customer may not be withdrawn cancelled or altered prior to acceptance by the Company and no contract for the sale of the Goods shall be binding on the Company unless the Company has issued a quotation which is expressed to be an offer to sell the goods or has accepted an order placed by the Customer by whichever is the earlier of:- (a) the Company's written acceptance; (b) delivery of the Goods; or (c) the Company's invoice.

3.6 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability or responsibility on the part of the Company.

4. Products

Product and packing dimensions in some cases are approximate. There are likely to be slight variations from the sizes indicated as our rattan furniture is handmade. Actual PE rattan, fabric, and wood stains colours of the Goods are as accurate as printing and photography allow. The Company endeavours to display the colours of the Goods that appear on the website and physical media as accurately as possible. However the Company cannot guarantee that the Customer's computer's display will accurately reflect the colour of the Goods. The Company will match the colour of fabrics to the samples chosen as accurately as possible, but variations may occur. Product information, availability, prices, and/or specifications are subject to change without notice.

5. Orders and Specifications

5.1 The specification for the Goods shall be those set out in the Company's sales documentation unless varied expressly in the Customer's order (and accepted by the Company in writing). The Goods will only be supplied in the minimum units (or multiples) stated in the Company's price list or in multiples of the sales order as specified. Orders received for quantities other than these will be adjusted accordingly. Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Company are intended as a guide only and shall not be binding on the Company.

5.2 The Company reserves the right to notify the Customer of any mistakes in the descriptions of the goods or errors in pricing prior to the dispatch of the Goods. In such event if the Company chooses to continue with the fulfilment of the order, the Company acknowledges that the Goods will be provided in accordance with such revised description or corrected price.

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

5.4 No order which has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company on the terms that the Customer shall indemnify the Company 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 Company as a result of cancellation.

5.5 If the Company is unable to supply the Customer with the Goods due to the fact that they are out of stock, the Company will inform the Customer by e-mail, as soon as possible. The Customer will be given the option of (i) waiting until the Goods are in stock when the Company and the Customer will perform the Contract; (ii) choosing Goods of an equivalent price and quality or (iii) cancelling the affected order and obtaining a full refund if the Company has already received payment from the Customer for the cancelled Goods.

5.6 The Customer shall ensure that the Goods are promoted, supplied and sold through normal commercial channels and not in any manner which may bring the Company into disrepute including, by way of example only, by distributing through discount houses or by associating the Goods with tobacco, gambling, disreputable, illegal or other activities which may be notified by the company from time to time.

6. Price of Goods

6.1 The price of the Goods shall be the price listed in the Company's published price list current at the date of acceptance of the Customer's order or such other price as may be agreed in writing by the Company and the Customer.

6.2 Where the Company has quoted a price for the Goods other than in accordance with the Company's published price list the price quoted shall be valid for 30 days only or such lesser time as the Company may specify.

6.3 The Company reserves the right, by giving notice to the Customer at any time before delivery, to increase or decrease the price of the Goods to reflect any increase or decrease in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation currency regulation, shipping costs, alteration of duties, significant increase 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 Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.



6.4 The Company will allow the Customer quantity discounts subject to and in accordance with the conditions set out in the Company's published price list for the Goods current at the date of acceptance of the Customer's Order.

6.5 Any settlement discount specified by the Company in the Contract will be allowed by the Company to the Customer in respect of Goods for which payment is received by the Company on or before the due date and otherwise in accordance with the payment terms set out in these Conditions and provided that no other amounts owing by the Customer to the Company are overdue and unpaid.

6.6 Except as otherwise stated under the terms of any quotation or in any price list of the Company, and unless otherwise agreed in writing between the Customer and the Company, all prices except RRP are exclusive of Value Added Tax and delivery/packing. The delivery/packing prices will be separate, which will also exclude Value Added Tax. Unless otherwise agreed, the Company requires both the agreed wholesale price and delivery price back in full including Value Added Tax on top.

6.7 The price of the Goods is exclusive of any applicable Value Added Tax, and all costs or charges in relation to loading, unloading, carriage and insurance all of which are amounts the Customer shall be additionally liable to pay to the Company for the Goods. Both the Goods and the Delivery are displayed as exclusive of Value Added Tax.

6.8 All prices shall be those ruling at the date the order is placed.

6.9 The Company reserves the right to require at any time that the goods are paid prior to dispatch from the Company's warehouse.

7. Terms of Payment

7.1 Subject to any special terms agreed in writing between the Customer and the Company, the Company shall invoice the Customer for the agreed price of the Goods, delivery/packaging and Value Added Tax (VAT will be added to both the agreed price and the delivery price unless otherwise agreed). All Goods remain the property of the Company until full payment of invoice price has been received and funds cleared. If the Goods are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Goods, the Company shall be entitled to invoice the Customer for the price at any time after the Company has notified the Customer that the Goods are ready for collection or (as the case may be) the Company has tendered delivery of the Goods.

7.2 The Company reserves the right at its discretion (exercisable at any time) to demand security, demand a Personal Guarantee from the Customer any or all of the Directors of the Customer's Company, or vary the terms or method of payment before continuing with or delivering Goods in satisfaction of any order notwithstanding any subsisting agreement to provide credit to the Customer. No offer to supply goods by the Company on any terms shall constitute an offer of credit to the Customer.

7.3 The Customer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise and payment shall be deemed made when the Company has received cleared funds in full.

7.4 If the Customer is late in paying any part of any monies due to the Company under the Contract or any other agreement between the parties, the Company may (without prejudice to any other right or remedy available to it whether under the Contract or by any statute, regulation or bye-law) do any or all of the following:

7.4.1 Sell or otherwise dispose of any Goods which are the subject of any order, whether or not appropriated thereto, and apply the proceeds of sale to the overdue payment; and

7.4.2 Suspend the performance of the Contract and any other agreement between the Company and the Customer until payment in full has been made.

7.5 Payments shall be made to the Company in Pounds Sterling and is acceptable by Electronic Bank Transfer, Banker's Draft, or cheques. Paying by cheque may delay the processing of the Customer order as the Company will wait for the cheque to clear. The Customer's bank account card details will not be seen or held by the Company. Please quote your invoice reference with your payment.

7.6 We reserve our rights under the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 with respect to invoices which remain unpaid after 30 days.

7.7 Where credit accounts are opened subject to satisfactory references, payment will be due before the end of the month following the month which the goods were dispatched / invoiced, unless otherwise agreed.

7.8 If any payment is not made on the due date the Company may withhold any further deliveries until the amount due is paid and/or charge interest on the overdue amount at the rate of 5% per month compound, as well as before any judgement.

8. Delivery

8.1 Delivery of the Goods shall be made by the Company delivering the Goods to the place in the United Kingdom or outside the UK as specified in the Customer's order and/or the Company's acceptance as the location to which the Goods are to be delivered by the Company.

8.2 The delivery/packing price represents delivery to the UK mainland only, which under the Company's definition excludes the Scottish Highlands, Ireland, Northern Ireland and the Channel Islands. All orders sent to the Company to the excluded locations mentioned above will require an additional one-off payment on or prior to the order being placed to cover the extra costs to the excluded/restricted locations.

8.3 The Company will require additional payment(s) on or prior to the order being placed to cover the extra costs of any Orders requesting a delivery date on any day that does not fall on a Business Day. The Company may also require additional payment(s) for:

8.3.1 A Specific Date (as this may occur storage and/or courier charges)

8.3.2 A Specific Time (as this may occur storage and/or courier charges)

8.4 If the delivery address is outside the UK the Customer is liable for all import duties and procedures.

8.5 The given Delivery Dates in all physical and digital publications and quotes from the Company are approximate only. Actual Delivery Dates may be sooner or later than the estimated delivery date range.

8.6 The Company reserves the right to make delivery by instalments and tender a separate invoice in respect of each instalment. Failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

8.7 If for any reason the Customer will not accept delivery of any of the Goods when they are ready for delivery or the Company is unable to deliver the Goods on the Delivery Date because the Customer has not provided any appropriate instructions, documents, consents or authorization:

8.7.1 The Company shall be entitled upon given written notice to the Customer to arrange for the storage of the Goods and then notwithstanding risk in the Goods shall pass to the Customer, (including for loss or damage caused by the Company's negligence);

8.7.2 The Goods shall be deemed to have been delivered

8.7.3 The Company may store the Goods until delivery whereupon the Customer will be liable for all related costs and expenses including storage and insurance charges arising to a minimum of £ 7.50 per day per order, if the Customer are unable to make delivery arrangements within 14 days notification.

8.7.4 without prejudice to the Company's other rights and remedies, the Company may cancel the Contract and sell the Products and/or be indemnified by the Customer for all losses, liabilities, costs, charges and expenses suffered or incurred by the Company as a result of the Customer's failure or delay in accepting delivery.

8.8 If the Customer is not present at the Delivery Address given by the Customer at the time of delivery that was previously arranged between the Company and the Customer, the Customer may be liable for redelivery charges.

9. Cancellations

The Customer may request to cancel an order. This request will have to be in writing in an email to the Company. If the cancellation request is received by the Company after the product has already been dispatched from the Company's warehouse, the Customer may be charged an additional payment to cover the return of the product back to the Company. This will be communicated in full between the Customer and the Company.



10. Return Policy

Received Faulty Goods

10.1 If the Customer discovers that the Goods have arrived faulty, The Customer must notify the Company of the defect within 7 days of the date of delivery or within a reasonable period of time of discovery (if the defect was not readily apparent).

10.2 The Company may inspect the Goods, either by:

10.2.1 Asking the Customer to return the Goods to the Company; or

10.2.2 Sending the Company photographs via email of the faulty goods and if possible; the original packaging too.

10.3 If the Company agrees with the Customer that the Goods are faulty, and that the fault was not caused by the Customer neglect or misuse of the Goods, We will, at the Customer's choice, replace, refund or repair (if possible) the faulty Goods at no cost to the Customer. The Company will refund any reasonable proven costs to the Customer that the Customer has incurred in returning the faulty Goods to the Company. The Company recommends that the Customer keeps postal receipts for this purpose.

Received Incorrect Goods

10.4 If the Company sends the Customer incorrect Goods, the Customer must notify the Company as soon as the Customer discovers the mistake and within a reasonable period of time.

10.5 The Company will either:

10.5.1 Arrange for the Company carrier to collect the Goods from the Customer; or

10.5.2 Ask the Customer to return the Goods to the Company by Courier Company, the cost of which will be refunded to the Customer in full.

10.6 The Company will either, at the Customer's choice:

10.6.1 Send the Customer the correct items as soon as possible after receipt of the returned Goods; or

10.6.2 Refund the price of the Goods and delivery

Damaged Goods

10.7 If the Customer discovers that the Goods are damaged and:

10.7.1 Is within the Warranty time-frame for that product

10.7.2 The type of damage follows the Warranty's guidelines.

Then the Customer must notify the Company at their earliest convenience.

10.8 The Company will inspect the Goods by asking the Customer to send the Company photographs via email of the damage(s) and if possible; photographs of the original packaging too.

10.9 If the Company agrees that the damage follows the Warranty's guidelines, we will, at the Customer's choice, replace or refund the damaged Goods at no cost to the Customer.

10.10 If the Company deems the damage of the Product too severe to benefit the Company returning the item back to the Company's Warehouse, the Company will:

10.10.1 Ask the Customer to keep or dispose of the Product.

10.10.2 Retrieve the damaged item at no extra cost if the Customer is not willing to keep or dispose of the Product.

Change of Heart

10.11 If the Customer has a change of heart upon receiving the product or is not happy with the received product due to no fault of the Company, the Customer is free to return the product back to the Company within a period of 28 days of receiving the product. The cost of shipping of the product back to the Company will be paid by the Customer. At that point, a full refund or a product swap of equal value will be offered to the Customer.

11. Confidentiality, Publications and Endorsements

11.1 The customer undertakes to the company that:-

(a) The customer will regard as confidential the contract and all information obtained by the customer relating to the business and/or products of the company and will not use or disclose to any third party such information without the company's prior written consent provided that this undertaking shall not apply to information which is in the public domain other than by reason of the customer's default;

(b) The customer will not use or authorise or permit any other person to use any name, trademark, house mark, emblem or symbol which the company is licensed to use or which is owned by the company upon any premises note paper visiting cards advertisement or other printed matter or in any other manner whatsoever including websites unless such use shall have been previously authorised in writing by the company and (where appropriate) its Licensor;

(c) The customer will not reproduce images of products for publicity purposes on websites, television advertising or any printed material unless such permission including the correct credits shall have been previously authorised in writing by the company and (where appropriate) its Licensor;

(d) The customer acknowledges that, save for the rights granted to it under this Contract, it shall gain no title, right, or interest in the trademarks and that all goodwill therein rests in the company.

(e) The customer will use all reasonable endeavours to ensure compliance with this Condition by its employees, servants and agents. This Condition shall survive the termination of the Contract.

12. Credit Terms

12.1 The payment terms between the Company and the Customer will be on a Pro-forma basis indefinitely, unless otherwise stated.

12.2 If the Customer desires a credit based payment term, the customer must be making at least £1000 monthly turnover with the Company for a time period of at least 12 months before any negotiations of credit payment terms can take place between the customer and the company, unless otherwise stated.

13. General

13.1 The Company is not responsible for any inaccurate items or model numbers being provided by the Customer. The Customer acknowledges that they have seen or inspected the type, manufacturer, quality of manufacturer and style of product they are purchasing from the Company. The Company does not guarantee or warranty the type, colour or style of the product the Customer chooses. On any product's warranty or repair requests, the Customer must e-mail or mail pictures to the Company clearly showing the nature of the defect.

13.2 All third party rights are excluded and no third party shall have any right to enforce this Agreement.

13.3 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the 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.

13.4 No waiver by the company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

13.5 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 then the remainder of the provision in question shall not be affected thereby.

13.6 The Contract shall be governed by the laws of England and the English courts shall have exclusive jurisdiction.

13.7 The Company is not currently accepting Dropship applicants who intend to sell only via third-party retail channels (eBay/Amazon/play.com etc), should this condition change we will acknowledge all of the applicants.

13.8 Successful Dropship applicants required to display the Company branding on their retail channels and third party website listings. Company branding includes but is not limited to: the Company's brand names, Product/design/style names and colour naming terminology. All branding information will be supplied by the Company.

