



TRADE ACCOUNT APPLICATION FORM

It is our policy to only open trade accounts for showrooms,
retail stores or bona fide interior designers.
We reserve the right to refuse, suspend and close account facilities at our discretion.
Please complete this form and return it to us along with your letterhead to
usa@santorus.com.

TRADING NAME: _____

CONTACT ADDRESS: _____

WEBSITE: _____ ZIPCODE: _____

TELEPHONE: _____ EMAIL: _____

NAMES OF PARTNERS/PRINCIPALS: _____

TYPE OF COMPANY (Please tick the box that best describes your business):

Sole Proprietorship

Limited Liability Company

Partnership

Corporation

BUSINESS ID/EIN # _____ PST EXEMPTION # _____

TYPE OF BUSINESS (tick any that apply):

CONTRACT FURNISHER

INTERIOR DESIGNER

HOTEL

RETAIL STORE / RETAIL

FURNITURE MANUFACTURER

SHOWROOM TRADE-ONLY

DEVELOPER/ARCHITECT

SHOWROOM UPHOLSTERER /

ONLINE RETAILER

CURTAIN MAKER

OTHER (please specify)

If Interior Designer / Developer / Architect:

Average Number of Projects Completed Per Year: _____

TYPE OF PROJECTS (tick all that apply):

HOTELS

RESTAURANTS/BARS

RESIDENTIAL

OFFICE / WORKSPACE

RETAIL

Average Project Budget: _____

Signed: _____ Date: _____

SANTORUS USA LLC

Address: 2817 Gettysburg Drive, Austin TX 78745 - Email: usa@santorus.com - Website: www.santorus.com

Terms and Conditions of Trade

1) DEFINITIONS

- a) The "Company" means Santorus USA LLC.
- b) The "Purchaser" means a purchasing firm or customer whose Order is accepted by The Company.
- c) The "Goods" means the goods which are the subject of the Order whatever their description.

2) HANDLING/CARRIAGE CHARGES

All prices exclusive of Sales Tax.

- a) Shipping is charged at a flat rate of 6% of the total goods value.
- b) Alternatively, preferred courier account details may be advised in order to send on the Purchaser's account

3) PAYMENT TERMS

Proforma

4) RETURNS

All orders are supplied on a Firm Sale basis only. Goods cannot be returned without prior written authorization from Santorus USA LLC.

5) DAMAGED OR LOST GOODS

Any damaged or faulty goods must be notified in writing to us within 3 days of receipt, otherwise no liability will be accepted. Non delivery of goods must be reported in writing within 14 days of receipt of invoice. Please always quote our order number and your account number. The Company reserves the right to charge for handling/repackaging as and when applicable.

6) CANCELLATION

No order or outstanding balances will be considered cancelled unless written notification is received from the Purchaser prior to dispatch from The Company's warehouse.

7) PRICES AND SPECIFICATION

Whilst endeavoring to maintain prices, The Company reserves the right to alter prices and/or specifications without notice. The Company also reserves the right to add a surcharge when necessary, and to vary order quantities to comply with pack quantities. All sizes and capacities quoted are approximate.

8) RESALE via 3rd PARTY SELLER PLATFORMS

The Purchaser is not permitted to sell any Goods via 3rd party reseller platforms, specifically Ebay or Amazon. The Purchaser may sell Goods online via their own dedicated ecommerce stores if applicable.

9) OWNERSHIP

The ownership and title of The Goods, shall not pass to The Purchaser until payment in full has been received. We consider that all items supplied are sold on a "first in first out" basis - and therefore when claiming retention of title the stock remaining will be from the most recent invoice(s).

10) PROPERTY

- a) The property of The Goods shall remain with The Company until The Purchaser has paid The Company in full for The Goods supplied.
- b) The Purchaser shall, until such a time as the property in The Goods has passed to him under paragraph (a) above, hold The Goods as bailie for The Company and shall ensure that The Goods may be readily identified as the property of The Company.
- c) notwithstanding that the property in The Goods may not have been passed to it. The Company may terminate The Purchasers powers of sale and use and may repossess the goods if:
 - i) any sums due to The Company in respect of The Goods supplied under these terms becomes due, or
 - ii) any sums due to The Company in respect of any goods supplied under any other terms becomes overdue, or
 - iii) if The Purchaser has as administrator, administrative receiver or liquidator appointed or such appears likely in the reasonable opinion of The Company.

- 11) **PART SHIPMENT**
Every effort is made to send complete orders. However, The Company reserves the right to make part shipment. A Credit Note or substitute Goods to the equivalent outstanding balance value will be offered.
To reduce excess shipping and customs delays, orders may sometimes be split into multiple shipments. This will be advised when applicable.
- 12) **LIABILITY**
Except in respect of death or personal injury caused by the Company's negligence the Company shall not be liable to the Purchaser by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of this agreement, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Company, its servants or agents or otherwise) which arise out of or in connection with the provision of the Goods or their use by the Purchaser, and the entire liability of the Company under or in connection with this agreement shall not exceed the amount paid for the Goods by the Purchaser.
- 13) **LAW**
These conditions and all other express terms shall be governed and construed in accordance with US Laws and shall be subject to the exclusive jurisdiction of the US Courts.
- 14) The Company may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the goods without any liability to the Purchaser.
- 15) These conditions (together with the Order) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 16) No failure or delay by either party in exercising any of its rights under this agreement shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 17) 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.