

ACCOUNT OPENING FORM

Account Details - Please complete all sections fully

Salon Name and address:

Delivery

(If different from above)

VAT Registered Number:

Company RegNo:

Contact Name:

Email Address:

Salon telephone:

Mobile telephone:

Account Number:

(Office use only)

MSS: SR: Other:

Signature _____

Name _____

Date _____

Q OF GOOD HAIR LIMITED - TERMS AND CONDITIONS OF SALE

1 Interpretation

1.1 In this Agreement:

“**Agreement**” means these terms and conditions and the Order Acknowledgement; “**Buyer**” means the person, firm or company submitting an order for Products to QOGH; “**QOGH**” means Q of good hair Limited, a company registered in England and Wales with company number 13304183, whose registered office is at 2 Dower House Gardens, Quorn, Leicestershire, LE12 8DE.

“**Order**” means a written acknowledgment and acceptance of the Buyer’s order for Products; “**Price**” means the price payable by the Buyer for the Products as set out in the Order Acknowledgement; and

“**Products**” means the products ordered by the Buyer.

2 The Agreement

2.1 By placing an order for Products, the Buyer shall be deemed to have accepted the terms and conditions of this Agreement, which shall govern the supply of the Products that are the subject of the order to the exclusion of any other terms and conditions (including without limitation any terms and conditions of the Buyer). QOGH shall be entitled to assume that any person submitting an order for Products on behalf of the Buyer is authorised to do so and to bind the Buyer to this Agreement.

3 Placing of orders

3.1 An order for Products constitutes an offer by the Buyer to purchase the Products. No binding contract shall be formed until Davines has delivered the order that confirms Davines agreed to supply the Products ordered (or some of them). Davines reserves the right in its absolute discretion to refuse to accept all or part of any order.

3.2 Once accepted by Davines, no order that has been processed, invoiced and delivered may be varied or cancelled without Davines’ prior written consent.

4 Delivery

4.1 Unless otherwise agreed in writing between the parties, the Products shall be delivered by Davines to the premises specified on the Account Application. Davines shall use its reasonable endeavours to deliver the Products in a reasonable timeframe, but time shall not be of the essence with respect to delivery dates.

4.2 Immediately upon receipt of any Products, the Buyer shall inspect the Products and satisfy itself that the quantity and description of the Products are in accordance with their Order. If the Buyer fails to notify Davines in writing, within 7 days after receiving the Products, of any shortage(s) or other error(s) in such Products, the Buyer shall be deemed to have confirmed that the Products have been delivered in full compliance with the Order (including without limitation in respect of Product number and Product description).

4.3 Any liability of Davines for non-delivery or any discrepancy in the quantity of the Products delivered shall be limited to Davines’ discretion to replace the Products within a reasonable time or issue a credit note for the Price paid by the Buyer for such Products.

4.4 Delivery charges will apply to all orders under the value of £350.00 subject to change at Davines’ discretion.

5 Title and Risk

5.1 Risk in the Products shall pass to the Buyer upon delivery in accordance with Clause

4.1. Title to the Products shall not pass to the Buyer and the Buyer shall keep such Products as Bailee for Davines until Davines has received full payment of the Price and any other sums payable by the Buyer to Davines in respect of the Products.

5.2 If the Buyer breaches any of the provisions of this Agreement and/or is overdue in paying any sum payable to Davines under this Agreement, Davines shall be entitled to: (i) enter the premises on which the Products are being stored and/or used for the purpose of removing and repossessing any Products the title to which remains with Davines (and the Buyer hereby grants Davines an irrevocable license to enter such premises for such purpose); and/or (ii) to require the Buyer to return forthwith to Davines, at the Buyer’s expense, all Products the title to which remains with Davines.

6 Resale

6.1 The Buyer may only sell the Products to consumers from professional salons operated by the Buyer and the Buyer’s own salon website. In particular, the Buyer shall not, and shall procure that its own customers shall not (directly or indirectly), resell or supply for the purpose of resale the Products on third party websites or platforms (including without limitation any online marketplaces such as Amazon Marketplace and eBay) (“**Third Party Platforms**”). To the extent the Buyer becomes aware that the Products are being made available for sale on Third Party Platforms, it shall immediately notify the Supplier of such and shall at its own cost take such steps as the Supplier requires to remove those Products from the Third Party Platforms.

6.2 The Buyer may not sell the Products to wholesalers or other business customers for the purpose of onward sale.

7 Payment

7.1 Subject to Clauses 7.3 and 7.4, all invoices shall be payable within 30 days of the invoice date.

7.2 Davines may at any time prior to accepting an order at its discretion vary the terms of payment specified in this Clause 7. By way of example, in some cases, Davines may require full or partial payment prior to delivery of the Products.

7.3 All opening order Product orders shall, unless otherwise agreed by the parties, only be delivered once Davines has received full payment for the Products that are the subject of those orders.

7.4 All sums referred to in this Agreement are payable in the currency specified in the Order, in full, without deduction, withholding or set-off. The Price is net and VAT added separately and (unless otherwise agreed in the Order) may include delivery charges or any import and export taxes and duties, and any other tax or duty payable in relation to the supply of the Products, which shall (if and to the extent applicable) be payable by the Buyer in addition to the Price.

7.5 If the Buyer is overdue with any payment under this Agreement, then without prejudice to Davines’ other rights or remedies, the Buyer shall reimburse Davines for any costs incurred by Davines in taking steps to recover the overdue payment; and/or Davines shall have the right, at its option, to suspend all further deliveries of Products until full payment is received.

8 Defects warranty

8.1 Subject to Clause 8.5, Davines warrants that the Products shall be of satisfactory quality and fit for the purpose held out by Davines for a period of 12 months following delivery.

8.2 If a Product fails to comply with the warranty set out in Clause 8.1 that Product shall be referred to as a “defective” for the purpose of this Clause 8 and “defect” shall be construed accordingly.

8.3 Subject to Clause 8.4, if any Product shall be proved to Davines’ satisfaction to be defective, Davines shall replace the defective Product, or where in Davines’ opinion a replacement is impossible or disproportionate, refund the Buyer the Price paid by the Buyer for the defective.

Subject to Clause 11.2, Davines shall not be liable under this Agreement for: a) any loss of actual or anticipated income or profits, loss of business, loss of contracts, loss of business, loss of goodwill; or b) any special, indirect or consequential loss or damage, in each case of any kind howsoever arising and whether caused by tort (including without limitation negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.

8.4 This Agreement sets forth the full extent of Davines’ obligations and liabilities in respect of the supply of the Products under this Agreement and there are no conditions, warranties, representations or other terms, express or implied, that are binding on Davines except as specifically stated in this Agreement.

9 Changes to specifications

9.1 Davines may at any time make any changes to the design and/or composition of the Products (or packaging) that are, in the opinion of Davines, an improvement to such design and/or composition. Davines may supply suitable substitutes for any components comprised in the Products that become unobtainable, for example due to a change in applicable law or regulation or the unavailability of components from suppliers.

Intellectual property rights

9.2 The Buyer acknowledges any intellectual property rights (including without limitation any copyright, trade marks, rights in logos and get-up, patents and design rights) in the Products (or packaging), shall vest and remain vested in Davines and that the Buyer shall not obtain any interest or right in any of the foregoing except as expressly set out in this Agreement.

10 Termination

10.1 Without prejudice to the Davines’ other rights or remedies, Davines may terminate this Agreement immediately upon written notice to the other in the event of: (a) any material breach of this Agreement by the Buyer which breach is not remediable or, if remediable, is not remedied within 30 days after the service by Davines of a written notice on the other party, specifying the nature of the breach and requiring that the same be remedied; or (b) the Buyer becoming insolvent, entering into liquidation, whether voluntary or compulsory, passing a resolution for its winding up, having a receiver or administrator appointed over the whole or any part of its assets, making any composition or arrangement with its creditors or taking or suffering any similar action in consequence of its debt.

10.2 The expiry or termination of this Agreement shall be without prejudice to any rights or remedies available to, or any obligations or liabilities accrued to, either party at the effective date of termination.

11 Force Majeure

11.1 Davines shall not be liable for any delay in performing or failure to perform its obligations hereunder to the extent that and for so long as the delay or failure results from any act, event, non-happening, omission or accident beyond Davines’ reasonable control (a “**Force Majeure Event**”).

11.2 If affected by a Force Majeure Event, Davines shall, on becoming aware of the Force Majeure Event, provide a written notice to the Buyer, giving details of the Force Majeure Event, its likely duration and the manner and extent to which its obligations are likely to be prevented or delayed.

12 General

12.1 The Buyer may not assign, sub-license or sub-contract this Agreement or any of its rights or obligations hereunder without the prior written consent of Davines.

12.2 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

12.3 The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party’s right later to enforce or to exercise it.

12.4 If any term of this Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.

12.5 This Agreement contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing.

12.6 The construction, validity and performance of this Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales to resolve any dispute between them.

12.7 Any valid alteration to or variation of this Agreement must be in writing and signed on behalf of each of the parties by a duly authorized officer.

13 GENERAL DATA PROTECTION REGULATION

13.1 The General Data Protection Regulation (GDPR) (EU) 2016/679 is a regulation in EU law on data protection and privacy for all individuals within the European Union and the European Economic Area. It also addresses the export of personal data outside the EU and EEA. Here at Davines UK we take your privacy seriously and will only use your personal information to administer your account and to provide the products and service you have requested from us. However, to fulfil our service we would need to share your data with third parties such as our warehouse and courier companies to delivery your products. For full detail on the third parties we use please send a request to infouk@davines.it. From time to time we would like to contact you with details of offers, services and new products launches we provide.

I agree

By ticking the boxes below I give consent to receiving information from Davines about:

Marketing Information

Products information

Education

Sales Information

I consent to receiving information by:

Email

Telephone

Post

The Buyer hereby confirms that it has read, understood and accepts the terms of this Agreement:

Signature _____

Date _____

Name _____