



Unit 200 Fareham Reach  
166 Fareham Road, Gosport, Hants PO13 0FW  
Telephone +44(0)1329 227300 Fax +44(0)1329 227350

## NEW CUSTOMER ACCOUNT APPLICATION FORM (STANDARD)

PLEASE USE BLOCK CAPITALS AND COMPLETE IN FULL

BUSINESS INFORMATION	
Company name	
Registered Company Address including Postcode	
Delivery/Invoice Address if different from above	
VAT Number	
Co Registration No	
Payment Terms	30 days
Credit Limit	
Trade Reference 1 (Name, Tel & Email required):	Trade Reference 2 (Name, Tel & Email required):
CONTACT INFORMATION	
Purchasing Contact Name	
Telephone/Fax Number	
Email	
Accounts Contact Name	
Telephone/Fax Number	
Email	
Other Contact Name	
Telephone/Fax Number	
Email	
How did you hear about us? Circle/highlight all that apply.	
Trade Magazine	Word of Mouth
Social Media	Product seen elsewhere
Trade Show	Other _____
SIGNATURE	
I/we understand that you may authorise a search through credit reference agencies, which will keep a record of that search and may share that information with other businesses. It/they may also make enquiries about the directors/partners as applicable. I/we agree to the Terms and Conditions overleaf.	
Signature	
Name and Title	
Date	
OFFICE USE ONLY. This MUST be filled in before Account can be set-up:	
Territory/REP (A)	Buying Group (C)
Classification (B)	Customer Type (D)

**Terms & Conditions**

**Detailed Terms & Conditions are included below and signature of the New Application form confirms your agreement to the full detailed T&C's**

**Orders**

Any order accepted by Rainbow Designs Limited (RD) shall be subject to these terms and conditions of sale. No other terms and conditions shall apply unless expressly agreed in writing by RD.

**Prices and Specifications**

Every effort is made to maintain published prices/specifications, however, RD reserves the right to alter these without prior notice.

Prices stated exclude VAT which will be charged at the prevailing rate where applicable.

**Carriage**

Mainland UK

*Standard Delivery (48hr service)*

Orders over £250.00 net Free of charge

Minimum Order Value is £250.00 net

*Next Day Delivery (24hr service)*

All orders £12.50 per carton (net)

*Next Day Delivery (10:00am service)*

All orders £19.95 per carton (net)

Goods on back order (from a previously unfulfilled order) are delivered free over £100 and we will endeavour to call prior to despatch to check your requirements.

UK Offshore (Isle of Wight, Isle of Man and Isles of Scilly), Highlands and Islands of Scotland and Northern Ireland

*Standard Delivery (48hr service)*

Orders over £400.00 net Free of charge

Minimum Order Value is £400.00 net

Goods on back order (from a previously unfulfilled order) are delivered free over £200 and we will endeavour to call prior to despatch to check your requirements.

Channel Islands and Eire

*Euro Delivery (48/72hr service)*

Minimum Order Value is £500.00/€550.00 net

Price on Application depending on shipping terms agreed.

**Delivery**

RD will endeavour to meet agreed delivery dates/times and will make best efforts to notify customers in good time if these cannot be met.

Any damaged, faulty or missing goods at the time of delivery **must** be notified in writing (by mail or fax) to the RD returns dept. within 5 days of receipt. Failing this, RD will accept **no** liability.

Every effort will be made by RD to deliver complete orders, however, when this is not possible part deliveries will be made unless instructed otherwise.

**Returns and Cancelled Orders**

Goods must not be returned unless prior authorisation is obtained from the RD returns dept.

In the event that goods are returned to our warehouse without quoting a valid Authorised Return Number they will be rejected. RD does not accept any liability towards shipping costs under these circumstances.

**Risk and Title**

Risk in the goods shall pass to the customer upon receipt.

RD retains title in the goods until such time as all monies owed in relation to the goods are paid in full.

**Payment**

Standard terms applicable to credit accounts (unless otherwise agreed in writing) are 30 days net.

RD subscribes to the Credit Protection Association and reserves the right to pass information to them concerning overdue accounts.

RD reserves the option of exercising their statutory right to claim interest and compensation for debt recovery costs under *The Late Payment of Commercial Debts Regulations 2002* if not paid within agreed credit terms. Late payments are reported to our credit reference agency, Graydon UK, and may affect your credit rating.

**Please observe our payment terms**

Late payments are reported to our credit reference agency, Creditsafe and may affect your credit rating

**creditsafe**

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We agree that Rainbow Designs Limited may collect, use and disclose, in accordance with our Privacy Policy, our personal data which we have provided in this form, and to receive targeted marketing material relevant to Rainbow Designs business. Full Terms & Conditions to accompany Account Application



## RAINBOW DESIGNS LIMITED STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS

### 1. Application of Conditions

1.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any quotation or offer of the Seller which is accepted by the Buyer, or any order of the Buyer which is accepted by the Seller,

1.2 These Conditions 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 Buyer.

### 2. Interpretation

2.1 In these Conditions:- "Business Day" means any day other than a Saturday, Sunday or bank holiday; "the Buyer" means the person who accepts a quotation or offer of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller; "the Contract" means the contract for the purchase and sale of the Goods under 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 Buyer and the Seller; "the Delivery Date" means the date on which the Goods are to be delivered as stipulated in the Buyer's order and accepted by the Seller; "the Goods" means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions; "month" means a calendar month; "the Seller" means Rainbow Designs Limited, a company registered in England under company number 05479709 and includes all employees and agents of Rainbow Designs Limited. "writing" includes any communications effected by telex, facsimile transmission, electronic mail or any comparable means.

2.2 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.

2.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

### 3. Basis of Sale

3.1 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

3.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.

3.3 Sales literature, price lists and other documents issued by the Seller 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 Buyer may not be withdrawn cancelled or altered prior to acceptance by the Seller and no contract for the sale of the Goods shall be binding on the Seller unless the Seller has issued a quotation which is expressed to be an offer to sell the goods or has accepted an order placed by the Buyer by whichever is the earlier of:-

3.3.1 the Seller's written acceptance;

3.3.2 delivery of the Goods; or

3.3.3 the Seller's invoice.

3.4 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 Seller shall be subject to correction without any liability on the part of the Seller.

### 4. Orders and Specifications

4.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller's authorised representative.

4.2 The specification for the Goods shall be those set out in the Seller's sales documentation unless varied expressly in the Buyer's order (if accepted by the Seller). The Goods will only be supplied in the minimum units (or multiples) stated in the Seller'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 Seller are intended as a guide only and shall not be binding on the Seller.

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

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

### 5. Price

5.1 The price of the Goods shall be the price listed in the Seller's price list current at the date of acceptance of the Buyer's order or such other price as may be agreed in writing by the Seller and the Buyer.

5.2 Where the Seller has quoted a price for the Goods other than in accordance with the Seller's published price list the price quoted shall be valid for 10 days only or such lesser time as the Seller may specify.

5.3 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation currency regulation, 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 Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

5.4 Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in writing between the Buyer and the Seller, all prices are inclusive of the Seller's charges for packaging and

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transport.

5.5 The price is exclusive of any applicable value added tax excise, sales or taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods, which the Buyer shall be additionally liable to pay to the Seller.

### 6. Payment

6.1 Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.

6.2 The Buyer shall pay the price of the Goods (without any other deduction credit or set off) within 30 days of the date of the Seller's invoice or otherwise in accordance with such credit term as may have been agreed in writing between the Buyer and the Seller in respect of the Contract. Payment shall be made on the due date notwithstanding that delivery may not have taken place and/or that the property in the Goods has not passed to the Buyer. The time for the payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

6.3 All payments shall be made to the Seller as indicated on the form of acceptance or invoice issued by the Seller.

6.4 The Seller is not obliged to accept orders from any customer or buyer who has not supplied the Seller with references satisfactory to the Seller; if at any time the Seller is not satisfied as to the creditworthiness of the Buyer it may give notice in writing to the Buyer that no further credit will be allowed to the Buyer in which event no further goods will be delivered to the Buyer other than against cash payment and notwithstanding Clause 6.2 of these conditions, all amounts owing by the Buyer to the Seller shall be immediately payable in cash.

### 7. Delivery

7.1 Delivery of the Goods shall be made by the Seller delivering the Goods to the place in the United Kingdom specified in the Buyer's order and/or the Seller's acceptance as the location to which the Goods are to be delivered by the Seller or, if no place of delivery is so specified, by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection. 7.2 The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the Delivery Date upon giving reasonable notice to the Buyer.

7.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

7.4 If the Buyer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, the Seller shall be entitled upon given written notice to the Buyer to store or arrange for the storage of the Goods and then notwithstanding the provision of Condition 10.1 of these Conditions risk in the Goods shall pass to the Buyer, delivery shall be deemed to have taken place and the Buyer shall pay to the Seller all costs and expenses including storage and insurance charges arising from such failure.

### 8. Non-Delivery

8.1 If the Seller fails to deliver the Goods or any of them on the Delivery Date other than for reasons outside the Seller's reasonable control or the Buyer's or its carrier's fault:-

8.1.1 if the Seller delivers the Goods at any time thereafter the Seller shall have no liability in respect of such late delivery;

8.1.2 if the Buyer gives written notice to the Seller within 10 Business Days after the Delivery Date and the Seller fails to deliver the Goods within 30 Business Days after receiving such notice the Buyer may cancel the order and the Seller's liability shall be limited to the excess (if any) of the cost of the Buyer (in the cheapest available market) of similar goods to those not delivered over the price of the Goods not delivered.

### 9. Inspection/Shortage

9.1 The Buyer is under a duty whenever possible to inspect the Goods on delivery or on collection as the case may be.

9.2 Where the Goods cannot be examined the carriers note or such other note as appropriate shall be marked "not examined".

9.3 The Seller shall be under no liability for any damage or shortages that would be apparent on reasonable careful inspection if the terms of this clause are not complied with and, in any event will be under no liability if a written complaint is not delivered to the Seller within 5 days of delivery detailing the alleged damage or shortage.

9.4 In all cases where defects or shortages are complained of the Seller shall be under no liability in respect thereof unless an opportunity to inspect the Goods is supplied to the Seller before any use is made thereof or any alteration or modification is made thereto by the Buyer.

9.5 Subject to condition 9.3 and condition 9.4, the Seller shall make good any shortage in the Goods and where appropriate replace any goods damaged in transit as soon as it is reasonable to do so, but otherwise shall be under no liability whatsoever arising from such shortage or damage.

### 10. Risk and Retention of Title

10.1 Risk of damage to or loss of the Goods shall pass to the Buyer at:

10.1.1 in the case of Goods to be delivered at the Seller's premises, the time when the Seller notifies the Buyer that the Goods are available for collection; or

10.1.2 in the case of Goods to be delivered otherwise than at the Seller's premises, the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

10.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, legal and beneficial title of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods.

10.3 Sub-clause 10.2 notwithstanding, legal and beneficial title of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and any other goods supplied by the Seller and the Buyer has repaid all moneys owed to the Seller, regardless of how such indebtedness arose.

10.4 Until payment has been made to the Seller in accordance with these Conditions and title in the Goods has passed to the Buyer, the Buyer shall be in possession of the Goods as bailee for the Seller and the Buyer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Seller and

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shall insure the Goods against all reasonable risks.

10.5 In the event that the Buyer sells or transfers the Goods to a third party before legal and beneficial title has passed to him under these Conditions, the proceeds of the sub-sale or transfer (or such proportion as is due to the Seller) shall be held by the Buyer on behalf of the Seller. The Buyer shall ensure that such moneys are held separately from, and are in no way mixed with, any other moneys or funds, and that all moneys held on the Seller's behalf are identified as such.

10.6 The Seller may, in accordance with the provisions of the Companies Act 2006, register any charge created by these Conditions.

10.7 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Seller, but if the Buyer does so all money owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

10.8 The Seller reserves the right to repossess any Goods in which the Seller retains title without notice. The Buyer irrevocably authorises the Seller to enter the Buyer's premises during normal business hours for the purpose of repossessing the Goods in which the Seller retains title and inspecting the Goods to ensure compliance with the storage and identification requirements of sub-clause 10.4.

10.9 The Buyer's right to possession of the Goods in which the Seller maintains legal and beneficial title shall terminate if;

10.9.1 The Buyer commits or permits any material breach of his obligations under these Conditions;

10.9.2 The Buyer enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with his creditors;

10.9.3 The Buyer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;

10.9.4 The Buyer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Buyer, notice of intention to appoint an administrator is given by the Buyer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer.

## 11. Assignment

11.1 The Seller may assign the Contract or any part of it to any person, firm or company.

11.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.

## 12. Defective Goods

12.1 If on delivery any of the Goods are defective in any material respect and either the Buyer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery "condition and contents unknown" the Buyer gives written notice of such defect to the Seller within five business days of such delivery, the Seller shall at its option:-

12.1.1 replace the defective Goods within 30 days of receiving the Buyer's notice; or

12.1.2 refund to the Buyer the price for the goods which are defective; but the Seller shall have no further liability to the Buyer in respect thereof and the Buyer may not reject the Goods if delivery is not refused or notice given by the Buyer as aforesaid.

12.2 No Goods may be returned to the Seller without the prior agreement in writing of the Seller. Subject thereto any Goods returned which the Seller is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be replaced free of charge or, at the Seller's sole discretion the Seller shall refund or credit to the Buyer the price of such defective Goods but the Seller shall have no further liability to the Buyer.

12.3 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to normal conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration of the Goods without the Seller's approval, or any other act or omission on the part of the Buyer, its employees or agents or any third party.

12.4 Subject as expressly provided in these Conditions, and except where the Goods are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

12.5 Where the Goods are sold under a consumer sale the statutory rights of the Buyer are not affected by these Conditions.

12.6 Except in respect of death or personal injury caused by the Seller's negligence, or as expressly provided in these Conditions, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law or under statute, or under the express terms of the Contract, for any direct or consequential loss or damage sustained by the Buyer (including without limitation loss of profit or indirect or special loss), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its servants or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer.

12.7 The Buyer shall be responsible to ensure that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Buyer is in compliance with all applicable statutory handling and sale of the Goods by the Buyer is carried out in accordance with directions given by the Seller or any competent governmental or regulatory authority and the Buyer will indemnify the Seller against any liability loss or damage which the Seller might suffer as a result of the Buyer's failure to comply with this condition.

## 13. Application for Credit

13.1 The Seller may request third party trade references from the Buyer for credit assessment purposes. The Seller may consult any third party regarding trade references and record information and opinions which may be retained by Seller for the continuing assessment of credit risk.

13.2 The Seller may consult a credit reference agency about the Buyer and in the case of unincorporated Buyers about the sole proprietor or partners of the Buyer which information may be retained by Seller for the continuing assessment of credit risk.

13.3 The Seller shall have the right to monitor and record information relating to Buyer's trade performance and such records may be made available to credit reference agencies, who may share that information with other businesses in

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assessing application for credit and fraud prevention.

### **14. Buyer's Default**

14.1 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:-

14.1.1 cancel the order or suspend any further deliveries to the Buyer;

14.1.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

14.1.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of two per cent per annum above National Westminster Bank plc base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

14.2 This condition applies if:-

14.2.1 the Buyer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract; or

14.2.2 the Buyer becomes subject to an administration order or makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation; or

14.2.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or

14.2.4 the Buyer ceases, or threatens to cease, to carry on business; or

14.2.5 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

14.3 If Condition

14.2 applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

### **15. Limitation of Liability**

15.1 Subject to condition 7, condition 8 and condition 14, the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

15.1.1 any breach of these conditions;

15.1.2 any use made (including but not limited to modifications) or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and

15.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

15.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

15.3 Nothing in these conditions excludes or limits the liability of the Seller:

15.3.1 for death or personal injury caused by the Seller's negligence; or

15.3.2 for any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability; or

15.3.3 for fraud or fraudulent misrepresentation.

15.4 Subject to condition 15.2 and condition 15.3:

15.4.1 the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and

15.4.2 the Seller shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

### **16. Confidentiality, Publications and Endorsements**

16.1 The Buyer undertakes to the Seller that:-

16.1.1 the Buyer will regard as confidential the contract and all information obtained by the Buyer relating to the business and/or products of the Seller and will not use or disclose to any third party such information without the Seller'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 Buyer's default;

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

16.1.3 the Buyer will use all reasonable endeavours to ensure compliance with this Condition by its employees, servants and agents.

16.2 This Condition shall survive the termination of the Contract.

### **17. Communications**

17.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or sent by electronic mail:

17.1.1 (in the case of communications to the Seller) to its registered office or such changed address as shall be notified to the Buyer by the Seller; or

17.1.2 (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Seller by the Buyer.

17.2 Communications shall be deemed to have been received:

17.2.1 if sent by pre-paid first class post, two Business Days after posting (exclusive of the day of posting); or

17.2.2 if delivered by hand, on the day of delivery; or

17.2.3 if sent by fax or electronic mail on a Business Day prior to 4.00 pm, at the time of transmission and otherwise on the next Business Day.

17.3 Communications addressed to the Seller shall be marked for the attention of the Sales Director.

**18. Force Majeure**

18.1 In the event that either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control including but not limited to war, national emergency, flood, earthquake, strike or lockout (subject to Sub-clause 18.2) the party shall not be deemed to be in breach of its obligations under this Agreement. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.

18.2 Sub-clause 18.1 shall not apply with respect to strikes and lockouts where such action has been induced by the party so incapacitated.

18.3 Each party shall be liable to pay to the other damages for any breach of this Agreement and all expenses and costs incurred by that party in enforcing its rights under this Agreement.

18.4 If and when the period of such incapacity exceeds 6 months then this Agreement shall automatically terminate unless the parties first agree otherwise in writing.

**19. Waiver**

No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

**20. Severance**

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 thereby.

**21. Third Party Rights**

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

**22. Governing Law and Jurisdiction**

The Contract shall be governed by the laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.

**23. Restrictions on Distribution**

23.1 The Goods are supplied by the Seller on the strict condition that the Buyer shall refrain from making active sales of the Goods outside the United Kingdom or the geographic area specified in the Seller's order confirmation or invoice delivered by the Seller (the specified area). For these purposes, active sales shall be understood to mean actively approaching or soliciting customers, including, but not limited to, the following actions: (a) visits, (b) direct mail, including the sending of unsolicited emails, and (c) advertising in media, advertising and/or listing Goods on the internet or other promotions, where such advertising or promotion is specifically targeted at customers outside the United Kingdom or the specified area.

23.2 The Buyer shall indemnify the Seller and any member of the group of companies of which the Seller is a member against any losses, claims, cost, action or proceedings which may be suffered by or be brought against the Seller or any of the group of companies of which the Seller is a member by any third party as a result of any breach of clause 23.1.

23.3 The Buyer's obligation under clause 23.1 shall extend to the sale of or distribution by it to associated or subsidiary companies or to any individual or firm which is associated with the Buyer or to any business which the buyer knows, or ought reasonably to have known, intends to, or does, sell or distribute the Goods outside the specified area.

23.4 The Seller shall be entitled to enforce the Buyer's obligation under clause 23.1 whether or not any action has been commenced against it by a third party or if the Seller reasonably apprehends that a breach of the obligations is about to occur and notifies the Buyer accordingly.

**24. Qualitative Selection Criteria- Physical Point of Sale Buyers**

**24.1 Point of Sale / Premises**

24.1.1 The point of sale provides a suitable retail environment consistent with the quality of the Goods and with a customer's reasonable expectations with regards to the Seller's brand image. A point of sale where the following criteria are met, is suitable:

24.1.1.1 The age, exterior aspect, and maintenance of the store's building must not hinder the customer's shopping experience (clean and safe);

24.1.1.2 The name of the store must be consistent with a quality retail experience; and

24.1.1.3 The point of sale provides a suitable retail environment consistent with the quality of the Goods and with a customer's reasonable expectations with regards to the Seller's brand image.

24.1.2 As such, the Goods are supplied by the Seller on the strict condition that 25% or more of the Buyer's sales are to customers visiting the premises the Goods are delivered to unless specific written agreement to an alternative sales location or medium is provided by the Seller.

24.1.3 The following criteria will be considered when assessing the quality of the point of sale location:

24.1.3.1 Geographic location and footfall; and

24.1.3.2 Quality of other stores in the direct vicinity of the point of sale.

24.1.4 The premises must be open to the general public and specialise in the retail sale of related products or have a specialist department for the sale of related products.

24.1.5 Business hours are consistent with the prevailing standards for retail stores.

24.1.6 The Buyer shall mount continual and changing displays of the Goods in prominent and appropriate positions on the premises.

24.1.7 The Buyer has adequate storage facilities at the premises. All or a separate part of the storage facilities shall be dedicated to the storage of the Goods so as to maintain them in perfect condition and suitable for resale.

24.1.8 The Buyer must also offer products of different brands of the same level of quality so as to enable customers the opportunity to compare the Goods and to illustrate the brand image of the Goods

**24.2 Product Promotion**

24.2.1 All advertising shall present the Goods as quality products and shall use suitable depictions and language for this purpose. Any advertising that in the Seller's reasonable opinion is inappropriate shall be immediately discontinued or (if required) recalled by the Buyer.

24.2.2 All sales brochures, catalogues and point of sale materials shall be either (i) materials supplied by the Seller or (ii) materials previously approved in writing by the Seller.

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24.2.3 The Buyer shall use any point of sale materials provided by the Seller in such manner as the Seller may reasonably specify.

### 24.3 Product Sales and Support

24.3.1 The Buyer can sustain enough available stock of displayed Goods, i.e. can secure on-shelf availability to satisfy customers' needs.

### 24.4 Stock Levels

24.4.1 The Buyer shall be able to set up and maintain a sufficient stock of the full range of Goods and their accessories, assessed on the basis of its past and foreseeable sales.

## 25. Qualitative Selection Criteria – Online Retailers

This section is primarily applicable to all brick-and-mortar accounts which also wish to sell via the internet. The Seller holds a genuine belief that, not least because of the in-depth product knowledge gained in such retail environments, such accounts are far better placed to deliver the customer experience end customers expect of the Seller's brand. In exceptional cases, the Seller may give written approval for online-only retailers to stock the brand. All online retailers are supplied on the premise that their primary market will be the territory to which Goods are supplied. In any event, it is a strict condition of sale that all online retailers must meet the following criteria:

### 25.1 Website-Related Criteria

25.1.1 The Buyer's website must be hosted by a reputed ISP, on a reliable and high-quality server, with sufficient bandwidth to deal with the average demand of customers without any substantial deterioration in rapidity or reliability. The website shall be accessible with at least 99.9% availability and very low latency.

25.1.2 The Buyer's website shall also respect the following criteria:

25.1.2.1 The website is operated on a retail basis and is freely and easily accessible (including through search engines) to the public;

25.1.2.2 The website's domain name is compatible with the Supplier's image and is connected to the commercial name of the point of sale (if any);

25.1.2.3 The website's graphics are brand-enhancing;

25.1.2.4 The name and contact details of the Buyer's offline stores, if any, will be clearly referenced on the website, including provision, where possible, for a store locator; and

25.1.2.5 The website must be easy-to-navigate and all Goods must be easy to find.

### 25.2 Shopping Experience-related Criteria

25.2.1 The website provides an online retail environment consistent with the quality of the Goods and with a customer's reasonable expectations regarding the Seller's brand image.

25.2.2 The Buyer must offer on its website the same levels of service as in its physical stores (if any).

25.2.3 Presentation of competing brands must be in keeping with the prestige of the Seller's brand so as to enhance and complement the product range.

25.2.4 The website provides secure and efficient browsing to the customers; in particular:

25.2.4.1 There are measures to ensure the security of payments, customer privacy and downtime minimization;

25.2.4.2 The loading time is reasonable and the website is scalable (if possible).

25.2.4.3 Reasonable information is made available to the customers, in particular:

25.2.4.3.1 Goods are presented according to a relevant categorization;

25.2.4.3.2 Complete technical information (including specification, size and weight) of all Goods

25.2.4.3.3 The availability of stock is displayed in real time;

25.2.4.3.4 Independent reviews are made available;

25.2.4.3.5 Customer receives an order confirmation;

25.2.4.3.6 The website contains clearly identified brand sections;

25.2.4.3.7 The website's search and product comparison tools provide relevant results. For example, results are considered irrelevant if the search of a product category gives results of other categories (eg: the search word "toys" giving results of floor cleaners);

25.2.4.3.8 Intrusive advertising is limited;

25.2.4.3.9 The website can provide in-depth online demonstrations of the Goods and

25.2.4.3.10 360° videos, 3D hot spots, up-to-date technical descriptions, etc. are available.

25.2.5 The Buyer shall clearly specify additional charges associated with the sale and delivery of the Goods including postal charges and credit or debit card charges. These details must be made available before the point of ordering.

### 25.3 Stock, Delivery and After-sales Related Criteria

25.3.1 The Buyer shall not feature any of the Goods on its website where it is unable to deliver such items within 7 days of the order and shall hold sufficient stocks of the Goods for these purposes. The Buyer shall make it clear if an item featured on a website page is not in stock.

25.3.2 The website provides an adequate delivery service to online customers in line with the best industry standards (including tracking and expedited delivery), and can limit delivery both in terms of the number of Goods supplied to an individual customer and to the territory to which this agreement applies.

25.3.3 The website shall provide customers with the opportunity to share their experience concerning the Goods with other potential customers through tools such as customer review and product rating, video reviews; blogs and discussion boards.

25.3.4 The Buyer must either have an internal certification process to guarantee that shown reviews are real ones from real customers who have really bought the Goods and by detailing and proving their user experiences or they must at least indicate which reviews have been verified to stem from customers who actually bought the product and which not.

25.3.5 On the website, all customers shall be given the opportunity to indicate whether they found a given review helpful and the website will indicate how many customers found a given review helpful. Customers shall also have the possibility to comment on a given review.

25.3.6 It is a strict condition of continued supply that the Buyer maintains a >90% positive customer feedback rating on both the specific Goods and for their overall sales experience.

### 25.4 Further Website Requirements



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25.4.1 The Buyer shall use original material provided by the Seller for advertising the Goods, or the Buyer's own material that has previously been approved in writing by the Seller. In either case, such material should be along the following lines:

25.4.1.1 All product shots featuring the Goods must be of a quality and resolution suitable for the prestige of the Seller's brand and must include, as a minimum requirement, a full colour hero shot and the ability to zoom in on features of the Goods; and

25.4.1.2 The product information and care guidelines for each product must be included on that product's page;

25.4.2 Imagery for each particular product should only be seen by the user if the Buyer has - in accordance with 25.4.1.2 above – that product in stock and available for sale.

25.4.3 The Buyer must:

25.4.3.1 operate and maintain an advanced technology to ensure secure ordering and payment procedures and secure (i.e. encrypted payment process of SSL.);

25.4.3.2 include a fully integrated payment system;

25.4.3.3 allow payment by (i) credit cards; (ii) debit card; and (iii) payment on delivery; and

25.4.3.4 ensure that invoices are delivered with any shipment of the Goods

25.4.4 Buyers must ensure compliance with all applicable laws and regulations regarding the use of the internet, including without limitation all e-commerce, consumer protection, including distance selling, data protection and unfair competition legislation.

25.5 Third party websites

25.5.1 In order to preserve the premium image of the Seller and its Goods, the Buyer's internet-shop shall be an independent website run by the Buyer (or on its behalf) and the sale of Goods on the internet through third party platforms or websites (e.g. eBay) or market places (e.g. Amazon marketplace) cannot and does not fulfil all of the criteria outlined above, and is, therefore, prohibited.



## Privacy Policy

### Our promise to you

We always aim to provide the best possible service at all times to you, our customer, and in doing so, we need to collect personal information such as your name, address and contact details. When handling this kind of personal information, we promise to keep all personal information safe and secure, and to always respect your privacy. Our privacy policy, set out below in detail, explains exactly how we handle and process personal information.

### Introducing our policy

This policy governs any kind of processing of personally identifiable information about natural persons, who are consumers of Rainbow Designs Limited products or services ("personal data"), by Rainbow Designs Limited. This policy applies to our processing of personal data collected through any means, actively as well as passively, online as well as offline, from persons located anywhere in the world.

Any question regarding our processing of personal data may be directed to:

Director of IT and Operations, Rainbow Designs Limited, Fareham Reach, Gosport, Hampshire. PO13 0FW. United Kingdom

### General principles

We are guided by the following principles when processing personal data:

We will only collect personal data for specific and specified purposes;

We will not collect personal data beyond what is necessary to accomplish those purposes;

We will not use personal data for purposes other than that for which the data was collected, except as stated herein, or with prior consent;

We will not transfer personal data to third parties, except as stated herein, or with prior consent;

We will seek to verify and/or update personal data periodically, and we will accept requests for amendments or removal of personal data;

We will apply high technical standards to make our processing of personal data secure;

Except when stated herein, we will not store personal data in identifiable form longer than is necessary to accomplish its purpose, or as is required by law.

Transfer of personal data to third parties and/or other countries

As a general principle, we process personal data in order to facilitate or improve our offerings and services to you.

We do not process personal data on behalf of third parties, nor do we sell personal data to, or share personal data with, third parties for their own, independent use, except if you allow us to do so.

We do share personal data with third party vendors when it is necessary to provide services that we don't perform ourselves, e.g. shipping of Rainbow Designs products, etc.

We also use third party data hosting companies to store personal data collected by us in their servers, and to do data validation checks for us.

We may undertake or commission consumer research projects from time to time and we may share personal data with third party research companies for this purpose. Also, such third party research companies may host survey data in their data bases on our behalf. All data transfers to third party vendors or partners, including those listed as examples above will be subject to a written contract between us and the third party vendor or partner in question, and the vendor or partner will not have any authority to use such personal data for any purpose other than as instructed by us.

We will disclose personal data when legally obligated to do so under court order, or for law enforcement purposes.

### Processing of personal data through online shopping.

When you use our service online or offline (e.g. ordering online via [www.rainbowdesigns.co.uk](http://www.rainbowdesigns.co.uk) or via our customer service team, or otherwise), we will process transaction-related personal data, such as your first and last name, mailing and shipping address, phone number, email address, credit card or other payment information, and gender. We will also process information about your purchases with us.

We will use such personal data to process and deliver your order, to provide notification of order status, and to update your profile periodically to ensure that we have the most accurate personal data available. We will also use said personal data to analyse customer behaviour and to customise our communication with you, if applicable. In this respect, we may transfer tracking information about your use of our sites to external service providers, which will help us optimise your browsing experience. Optimisation services will be performed under a written contract between us and any service provider.

If you opt-in (or upon request), we will send you Rainbow Designs promotional and marketing emails. These may be targeted to you based on your purchase history or online browsing behaviour.

Rainbow Designs Customer Service

Please contact our customer service team with questions or comments related to Rainbow Designs, and our products and services.

When you contact us, we will process personal data such as your email address, your gender, first and last name, mailing address, phone number, as relevant.

### Cookies

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site.

A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer, if you agree. Cookies contain information that is transferred to your computer's hard drive. We use cookies in the following way:

Strictly necessary cookies. These are cookies that are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website and use a shopping cart.

Analytical/performance cookies. They allow us to recognise you as a visitor and how you move around our website when you are using it. This helps us to improve the way our website works, for example, to help you find what you are looking for easily.

Functionality cookies. These are used to recognise you when you return to our website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of Brands).

Targeting cookies. These cookies record your visit to our website and the pages you have visited. We will use this information to make our website and the advertising displayed on it more relevant to your interests.

We process cookies using Google Analytics to help analyse the traffic to our website. You block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you block all cookies (including essential cookies) you may not be able to access all or part of our site.

Review and update of personal data

You may always contact us to review and update personal data we may have stored about you. Please get in touch with our Customer Service team. Please note that prior to accessing and making changes to your account, we must verify your identity properly. It may take up to 10 business days before changes take effect.

### Shopping data security

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Access to a number of Rainbow Designs services are protected by access restrictions based on your customer account number and password. It is important that you always choose a password which is hard to guess for others, and protect your password against disclosure.

All external transmissions of payment data facilitated by us are protected by encryption.

All data storage, at Rainbow Designs operated computer facilities as well as at business partner facilities, will be subject to written contracts.

Generally, processing of personal data will take place in accordance with applicable legislation and best practices concerning data security.

Credit card information is directed to one or more approved and certified service provider(s), and will not be stored by us for longer than it takes to process the data.

Handling of personal data is controlled by documented policies and procedures, including strict physical and logical access control, security back-up, failover, anti-malware protection, monitoring and vulnerability detection mechanisms.

### **Keeping our policy up to date**

We may need to change our data processing policy from time to time to keep up with the ways in which we collect, use, transfer, store and/or delete personal data. If policy changes are made, which would materially and adversely affect the privacy of individuals to whom this policy applies, we will endeavour to give notice of such changes to all individuals concerned.

### **Your acceptance of these terms**

By using our Web site, you consent to the collection and use of this information by Rainbow Designs. If we decide to change our privacy policy, we will post those changes on this page so that at all times you are aware of the information we collect, how we use it and under what circumstances we disclose it.

*Effective date: November 2020*