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# INTERNATIONAL CONFIDENTIAL APPLICATION FOR CREDIT ACCOUNT

PLEASE COMPLETE IN FULL USING BLOCK LETTERS

**BUSINESS DETAILS:**

Full Trading Name(s) of Applicant \_\_\_\_\_

Trading Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Postcode \_\_\_\_\_ Owner/Tenant \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Website \_\_\_\_\_ Email \_\_\_\_\_

How did you hear about us?  
 Word of mouth  Internet  Brand  Trade show  Magazine publication  Distributor   
 Other \_\_\_\_\_ (please state)

Limited Company  (please complete Section A) Non Limited Company  (please complete Section B)

**SECTION A (Limited Company only):**

Registered Office (if different from above)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

VAT Number \_\_\_\_\_

Reg. No \_\_\_\_\_

**SECTION B (NON LIMITED COMPANY ONLY):**

Partnership  Sole Trader

Please give full names, not initials and private address(es),  
 of all partners \_\_\_\_\_  
 \_\_\_\_\_

Year of Incorporation \_\_\_\_\_

Own business premises Yes  No

Trading from home address Yes  No

No. of years trading at address \_\_\_\_\_

Year of business commencement \_\_\_\_\_

No. of employees \_\_\_\_\_ Annual sales \_\_\_\_\_

Name of Managing Director or Managing Partner \_\_\_\_\_ Email \_\_\_\_\_

Purchase Ledger contact \_\_\_\_\_ Email \_\_\_\_\_

Please state monthly credit requirement € or £ \_\_\_\_\_

**DECLARATION BY CREDIT APPLICANT:** We hereby request you to open a credit account.

Director's/Partner's/Officer's Declaration:

By signing this application for credit I agree to RALAWISE LTD's Terms and Conditions of Sale overleaf, and I guarantee that all payments due will be met and settled within any credit terms granted by RALAWISE Ltd., and as stated on each invoice.

Signed \_\_\_\_\_ Name \_\_\_\_\_ Status \_\_\_\_\_ Date \_\_\_\_\_  
 (please print)

Completed Top Copy to be returned to Ralawise Head Office.

None of the information supplied above will be passed on to third party organisations, but tick here if you do not wish Ralawise to contact you from time to time with any special offers or information that may be to your benefit.

# Main Terms and Conditions of Sale

## 1. INTERPRETATION

- The definitions and rules of interpretation in this condition apply in these conditions.  
Buyer: the person, firm or company who purchases the Goods from Ralawise and who, by entering into this Contract with Ralawise, is warranting that it is acting in the course of its trade or business.  
Contract: any contract between Ralawise and the Buyer for the sale and purchase of the Goods, incorporating these conditions.  
Delivery: completion of delivery of an Order by the Buyer or its nominated agent taking physical possession of the Goods  
Delivery Date: the date on which the Goods are delivered to or collected by the Buyer or, if Ralawise tried to deliver the Goods but is unable to, the date on which Ralawise attempted to have the Goods delivered.  
Delivery Point: the place where delivery of the Goods is to take place.  
Goods: any goods agreed in the Contract to be supplied to the Buyer by Ralawise (including any part or parts of them).  
Ralawise: Ralawise Limited incorporated and registered in England and Wales with company number 1362849 whose registered office is at Unit 112, Tenth Avenue, Zone 3, Deeside Industrial Park, Deeside, Flintshire, CH5 2UA who shall be the supplier of the Goods
- A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- Words in the singular include the plural and in the plural include the singular.
- Condition headings do not affect the interpretation of these conditions.

## 2. APPLICATION OF TERMS

- Subject to any variation under condition 2.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).
- No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- These conditions apply to all Ralawise's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a Director of Ralawise. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Ralawise which is not set out in the Contract. Nothing in this condition shall exclude or limit Ralawise's liability for fraudulent misrepresentation.
- Each order or acceptance of a quotation for Goods by the Buyer from Ralawise shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions.
- No order placed by the Buyer shall be deemed to be accepted by Ralawise until an acceptance of the order is expressed by Ralawise, by whatever means appropriate, or (if earlier) Ralawise delivers the Goods to the Buyer.
- The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.
- Any quotation given by Ralawise is subject to change at Ralawise's absolute discretion but shall remain open for acceptance by the Customer provided that Ralawise has not previously withdrawn it or any timescale placed on acceptance has expired.

## 3. DESCRIPTION

- The quantity and description of the Goods shall be as set out in Ralawise's records which shall stand as absolute proof of what order the Buyer made.
- All samples, drawings, descriptive matter, specifications (including sizing and colouring) and advertising issued or made available by Ralawise and any descriptions or illustrations contained in Ralawise's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract.
- Size, style, fabric content, specification, quality and colour should be checked by the Buyer on receipt of the goods.
- Ralawise gives no warranty, express or implied, regarding the suitability of the Goods for the purpose for which Buyer has chosen them.
- The Buyer recognises that variation may occur from one dye batch to another and Ralawise will accept no responsibility for any such variation in colour.
- The Buyer acknowledges and agrees that when a sample of the Goods has been shown to or inspected by the Buyer any consequent sale does not constitute a sale by sample.

## 4. DELIVERY

- Unless otherwise agreed in writing by Ralawise, the Delivery Point shall be Ralawise's place of business. Collections from Ralawise's place of business shall only be permitted between Monday to Friday between 9.00am and 3.30pm.
- If the Buyer wishes the Delivery Point to be anywhere other than Ralawise's place of business, the Buyer must specifically request an alternative Delivery Point and pay the appropriate delivery charges.
- The Buyer shall take delivery of the Goods within 7 days of Ralawise giving it notice that the Goods are ready for delivery.
- In the event that Ralawise is to deliver the Goods to a location specified by the Buyer, any dates specified by Ralawise for delivery of the Goods are intended to be an estimate. Any delivery dates given in respect of the Goods are estimates only and the Buyer relies on entirely at its own risk. Time for delivery shall not be, and shall not be capable of being made, of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- Subject to the other provisions of these conditions Ralawise shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by Ralawise's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.
- If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or Ralawise is unable to deliver the Goods because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
  - risk in the Goods shall pass to the Buyer (including for loss or damage caused by Ralawise's negligence);
  - the Goods shall be deemed to have been delivered; and
  - Ralawise may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for loading the Goods and generally taking receipt of them.
- If Ralawise delivers to the Buyer a quantity of Goods of up to 10% more or less than the quantity accepted by Ralawise, the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the pro rata Contract rate.
- Ralawise may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.
- If the Delivery Point is to be outside the UK:
  - The Buyer shall obtain all necessary import licences, clearances and other consents necessary for the purchase of the Goods.
  - The Buyer must comply with all applicable laws and regulations of the country for which the products are destined. Ralawise will not be liable for any breach by the Buyer of any such laws.
  - Risk in and responsibility for the Goods shall pass to the Buyer once they have been delivered to the carrier appointed to deliver the Goods and the Buyer shall maintain appropriate insurance for the goods in transit.

## 5. NON-DELIVERY

- The quantity of any consignment of Goods as recorded by Ralawise upon despatch from Ralawise's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary (such evidence shall not include witness evidence from any of the Buyer's employees).
- Ralawise shall not be liable for any non-delivery of Goods (even if caused by Ralawise's negligence) unless the Buyer gives written notice to Ralawise of the non-delivery within 7 days of the date when the Goods would in the ordinary course of events have been received.
- Any liability of Ralawise for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

## 6. RISK/TITLE

- Subject to clause 4.11(c), the Goods are at the risk of the Buyer from the time of Delivery.
- Ownership of the Goods shall not pass to the Buyer until Ralawise has received in full (in cash or cleared funds) all sums due to it in respect of:
  - the Goods; and
  - all other sums which are or which become due to Ralawise from the Buyer on any account or for any reason.
- Until ownership of the Goods has passed to the Buyer, the Buyer shall:
  - hold the Goods on a fiduciary basis as Ralawise's bailee;
  - store the Goods (at no cost to Ralawise) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as Ralawise's property;
  - not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
  - maintain the Goods in satisfactory condition and keep them insured on Ralawise's behalf for their full price against all risks to the reasonable satisfaction of Ralawise. On request the Buyer shall produce the policy of insurance to Ralawise.
- The Buyer may resell the Goods in the ordinary course of its business before ownership has passed to it.
- The Buyer's right to possession of the Goods shall terminate immediately if:
  - the Buyer takes any steps or has any steps taken against it in connection with the Buyer's insolvency (or potential or likely insolvency); or
  - the Buyer encumbers or in any way charges any of the Goods.
- Ralawise shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Ralawise.
- The Buyer grants Ralawise, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or where the Buyer's right to possession has terminated, to recover them.
- Where Ralawise is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by Ralawise to the Buyer in the order in which they were invoiced to the Buyer.
- On termination of the Contract, howsoever caused, Ralawise's (but not the Buyer's) rights contained in this condition 6 shall remain in effect.

## 7. PRICE

- Unless otherwise agreed by Ralawise in writing, the price for the Goods shall be those prices set out in Ralawise's price list published in force at the time that the order is made. However, Ralawise retains the absolute right to vary the price payable for the Goods between the date of order and the date of despatch.
- If the Buyer is to pay the price other than in UK pounds sterling, the price shall be calculated as the sterling equivalent of the published price using the currency exchange rate of Ralawise's bank which applies at the time that the order is made.
- The delivery charges shall be those set out on Ralawise's website as at the date of delivery or deemed delivery or as otherwise communicated by Ralawise to the Buyer.

## 8. RETURNING GOODS

- Subject to the Buyer having a right to return the Goods pursuant to these terms, all sales are final. However, Ralawise does subject to the terms of this clause, recognise that there may be occasions when it is appropriate to accept returns from the Buyer and Ralawise shall, on a case by case basis, consider doing so. For the purposes of this clause, any Goods which the Buyer wants to return shall be referred to as "Returned Goods";
- Ralawise will, in any circumstances, only accept returns if the following conditions are met:
  - The Buyer shall provide a proper invoice and despatch note number in respect of the Returned Goods;
  - Ralawise must have issued a valid returns authorisation note in respect of the Returned Goods;
  - By way of a restocking charge, the Buyer shall pay to Ralawise a sum equivalent to either £25 or 15% of the price of the Returned Goods (at Ralawise's discretion);
  - The Returned Goods must not have been worn (including tried on) and must be returned in their original unopened packaging;
  - The Returned Goods must be returned with all original documentation that was supplied with the Goods;
  - Ralawise retain the right to refuse Returned Goods should Ralawise deem them to be unsuitable for resale;
  - The Buyer will either:
    - pay for and arrange the return of the Returned Goods; or
    - if Ralawise agrees to receive the Returned Goods pay to Ralawise a charge of £15 per box of Returned Goods. In the event that Ralawise's carrier attends to collect the Returned Goods and that collection is not possible owing to a default of the Buyer, a charge of £15 will be payable by the Buyer to Ralawise.
  - The value of the Returned Goods must not exceed 5% of the Buyer total spend with Ralawise during the preceding 12 month period;
- The following Goods will not be eligible to be returned pursuant to this clause:
  - Any products from the Result Air Down range;
  - Underwear;
  - Consumables (as defined from time to time by Ralawise);
  - Any Goods which Ralawise does not carry as core stock (as defined by Ralawise from time to time);
  - Any Goods which have been ordered as bespoke Goods by the Buyer (for example, embroidered and/or personalised Goods);
  - Samples;
  - Any Goods which have been in the possession of the Buyer for more than 28 days after delivery;
  - Any Goods which have, as their function, the protection of health and safety and/or the hygiene of the wearer. By way of (non-exhaustive) examples, high visibility garments, earplugs, face masks and goggles

## 9. TAX

- The price for the Goods and all other charges shall be exclusive of any value added tax (if applicable) and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods.
- If the Buyer orders Goods for delivery outside the UK, they may be subject to import duties and tax which will be levied when the delivery reaches the specified destination. The Buyer will be responsible for payment of any such import duties and taxes.

## 10. PAYMENT

- Unless agreed otherwise by Ralawise, a Buyer who is not on credit terms must make payment for the Goods at the time that the order is made.
- Ralawise may, at its absolute discretion, agree to provide a Buyer with credit terms for payment. Ralawise shall be under no liability to offer credit to the Buyer. However, if Ralawise does agree to provide Goods on credit, the following shall apply:
  - Credit will not be extended to the Buyer unless approved in writing by Ralawise.
  - Where credit has been granted, payment is due within thirty days of the Delivery Date unless otherwise agreed in writing.
  - Goods will not be despatched when a Buyer's account is overdue or the credit limit has been exceeded.
- No payment shall be deemed to have been received until Ralawise has received cleared funds. Ralawise shall be due payment in respect of any Goods even if no invoice has been raised and the raising and/or issuing of an invoice shall not be a pre-condition to Ralawise's entitlement to be paid.
- Time for payment shall be of the essence.
- All payments payable to Ralawise under the Contract shall become due immediately on its termination despite any other provision.
- If any payments are made by way of credit card, Ralawise shall be liberty to charge a fee on top of the payment sum which represents any charge levied on Ralawise by the credit card handler or operator.
- The Buyer shall make all payments due under the Contract in full without any deduction or set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by Ralawise to the Buyer.
- Ralawise shall have a general and particular lien on all money and property which the Buyer owns or is entitled to possess which is in the possession of Ralawise or its agents which Ralawise may sell as the Buyer's agent to reduce the Buyer's debt to Ralawise.
- If the Buyer fails to pay Ralawise any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to Ralawise on such sum from the due date for payment at a rate of 2% per calendar month or part in which payment is overdue. Interest remains payable after judgment.

Ralawise reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

- Returned or represented cheques will incur a charge of £20.00 per representation.

## 11. QUALITY

- Ralawise is not the manufacturer of the Goods and as such the Buyer hereby acknowledges and agrees that it is not appropriate for Ralawise to provide warranties in respect of the quality of the Goods. Ralawise therefore gives no such warranties, express or implied, as to the quality of the Goods and all such warranties are hereby excluded from the contract.
- Upon written request from the Buyer, Ralawise shall endeavour, but shall not be obliged to, transfer to the Buyer the benefit of any warranty or guarantee given to Ralawise by the manufacturer but only insofar as any such warranty or guarantee has been given by Ralawise.

## 12. LIMITATION OF LIABILITY

- The following provisions set out the entire financial liability of Ralawise (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
  - any breach of these conditions;
  - any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
  - any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- Nothing in these conditions excludes or limits the liability of Ralawise:
  - for death or personal injury caused by Ralawise's negligence; or
  - under section 2(3), Consumer Protection Act 1987; or
  - for any matter which it would be illegal for Ralawise to exclude or attempt to exclude its liability; or
  - for fraud or fraudulent misrepresentation.
- Subject to condition 12.2 and condition 12.3:
  - Ralawise'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, at Ralawise's sole election, either:
    - repairing or replacing the Goods (or appropriate part thereof) or provided that, if Ralawise so requests, the Buyer shall, at the Buyer's expense, return the Goods or the part of such Goods which are being replaced to Ralawise; or
    - the price paid for the Goods.
  - Ralawise shall not be liable to the Buyer for any pure economic loss, loss of profits, 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.
- Ralawise shall not be liable for any loss unless advised of the alleged reason for the loss occurring in writing by the Buyer within twenty-eight days of the Delivery Date. Ralawise shall in any event be discharged from all liability whatsoever and howsoever arising in respect of this agreement unless proceedings are brought within one year of the Delivery Date.
- Ralawise shall not be liable for a breach of contract in respect of the Goods or any matters relating to them insofar as:
  - the Buyer makes any further use of such Goods after giving such notice; or
  - the defect arises because the Buyer failed to follow Ralawise's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
  - the Buyer alters or repairs such Goods without the written consent of Ralawise;
  - the Buyer is responsible for causing the problem, whatever it may be.
- The Buyer recognises that the level of risk taken on by Ralawise is directly related to the price being charged for the Goods. If the Buyer wanted Ralawise to accept more risk in respect of the Goods, the Buyer acknowledges that an increase in the price of the Goods would be required.

## 13. TERMINATION

- If the Buyer breaches any of the terms of this contract or becomes, or in the reasonable opinion of Ralawise is likely to become, insolvent Ralawise may (without prejudice to its other rights) forthwith terminate this agreement.
- In the event that this agreement is terminated by Ralawise:
  - it shall be entitled to be immediately paid any and all sums due to it from the Buyer whether in respect of this or any other contract and including any monies unpaid as a result of credit which Ralawise has provided to the Buyer;
  - insofar as the Goods have not been delivered prior to termination, Ralawise shall be discharged from any obligation to supply the Goods.

## 14. ASSIGNMENT

- Ralawise may assign the Contract or any part of it to any person, firm or company.
- The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of Ralawise.

## 15. FORCE MAJEURE

- Ralawise reserves the right to defer the date of delivery or to cancel the Contract to reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Ralawise including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 180 days, the Buyer shall be entitled to give notice in writing to Ralawise to terminate the Contract.

## 16. GENERAL

- Each right or remedy of Ralawise under the Contract is without prejudice to any other right or remedy of Ralawise whether under the Contract or not.
- If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- Failure or delay by Ralawise in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- Ralawise does, and may, from time to time monitor or record telephone calls between it and the Buyer (or a prospective buyer).
- Any waiver by Ralawise of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English & Welsh courts.

ALL TRANSACTIONS ARE SUBJECT TO THE COMPANY'S FULL TERMS AND CONDITIONS OF SALE.  
PLEASE REFER TO OUR WEBSITE FOR THE LATEST TERMS AND CONDITIONS.  
Mistakes are possible: All goods should be checked upon receipt, as worn, printed, embroidered, washed or otherwise processed goods cannot be returned.  
PLEASE NOTE: We always recommend that all goods within this catalogue are checked for their suitability of purpose as an application process, including wearer trials. Any alterations to goods will deem them unreturnable.  
ALL COLOURS AND SIZES DETAILED OR ILLUSTRATED IN THIS BROCHURE ARE FOR GUIDANCE ONLY.  
Some colour images are not a true representation of their appearance. Grey marl, ash, denim, washed and vintage are examples of colours/styling that cannot be accurately displayed.  
In the event that an issue occurs with colour icons, ralawise will not be held responsible for any losses incurred. We always recommend samples of garments are obtained in advance of orders being placed.