

Terms and Conditions of Supply of Goods

Ace Beauty Group (registered company number 15732050).

1. Ace Beauty Group referred to here as "ACE Beauty Group", the "Company", or "we" or "our".

Orders

2. All goods are subject to availability, and we reserve the right to limit quantities, vary prices, accept or decline orders at our absolute discretion. All prices are subject to VAT at the prevailing rate. Errors and omissions excepted. Any descriptions or advertising contained in any materials produced by us are for the sole purpose of giving an approximate idea of the goods described; they shall not have any contractual force.

3. For orders below £1000.00 (ex VAT), we reserve the right to charge £10.00 carriage to UK mainland and £15.00 to Northern Ireland. For other areas please apply for full details.

4. Delivery dates are approximate only and the time of delivery is not of the essence.

5. All new account customers must complete the Application Form prior to any orders being processed.

6. **No goods are sold on a sale or return basis.**

7. ACE Beauty Group retains full title in the goods until payment has been received in full.

8. The insurance liability of goods passes to the purchaser upon delivery or where the goods are being collected on behalf of the customer from the time of collection.

Credit Account Terms and Payment

9. Payment terms are 30 days from invoice date, unless otherwise agreed in writing. Bank payment details are provided on the front of the Invoice. Where an account is overdue, further deliveries may be suspended until the overdue balance is cleared.

10. We reserve the right to charge interest of 2% per annum above HSBC Bank base rate from time to time on all overdue accounts, i.e. non-payments of invoice by due date. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. We reserve the right to recover goods in which title has not passed to the purchaser on all overdue accounts.

Proforma Terms and Payment

11. Payment terms are strictly proforma, ex ACE Beauty Group warehouse. Goods will not be released until payment has been received in full.

Delivery Issues / Damage / Shortages / Returns

12. In the event of any complaint or dispute, please contact our Customer Services Department. Contact details are provided on the front of the invoice.

13. Claims are only valid if the delivery is signed for as 'unchecked'. If the delivery is not signed as 'unchecked' ACE Beauty Group reserve the right to reject claims for any shortages or damages.

14. All claims for returns, replacement, credit & shortages must be made within 3 working days of delivery and confirmed in writing including account and invoice number. The claim should always be made with a specific reason, which is acceptable to ACE Beauty Group. No claims will be accepted without the customer having obtained a valid returns number from our Customer Services Department.

15. We do not accept claims or returns for price variances that occur due to market conditions. The price charged on an invoice will not be re-negotiated.

16. Returns must be received into the ACE Beauty Group warehouse within 7 days of return authorization being given. Goods are to be returned at sender's risk in the original packaging as supplied. If this condition is not adhered to, no claims will be accepted. ACE Beauty Group reserve the right to impose a handling charge on any goods returned for whatever reason. Where ACE Beauty Group arranges for collection, the customer will be invoiced for the carriage charge unless otherwise agreed in writing prior to pick up.

17. In the case of a total non-delivery of the order, the occurrence must be notified to ACE Beauty Group at the earliest opportunity and no later than 3 working days of invoice date or advice of dispatch.

18. If the packaging is damaged in any way, please check contents in front of the carrier and sign and note carriers' sheet in accordance with actual condition and quantity of contents. Failure to do so may prejudice any claim against the carrier/insurer and ACE Beauty Group will not be obliged to replace goods or credit your account in such circumstances.

19. Whilst every effort is made to deliver goods in accordance with customers' requirements, no responsibility to do so will be accepted by the Company. Except for any matter in respect of which it would be unlawful for ACE Beauty Group to exclude or restrict liability, the Company shall not be liable to the customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these Terms & Conditions and the total liability of ACE Beauty Group to the customer for all other losses arising under or in connection with these Terms & Conditions shall not exceed 150% of the total sums paid and/or payable by the customer for goods under these Terms & Conditions.

General

20. A contract shall be formed upon submission by us of a Purchase Order Confirmation and the customer shall be deemed to have accepted the Terms & Conditions of ACE Beauty Group. Only a Director of ACE Beauty Group has the authority to alter these Terms & Conditions, and this must be evidenced in writing. We expressly reject the applicability of any Terms & Conditions of the customer.

21. The retail price that the end consumer is charged is wholly the decision of the retailer. ACE Beauty Group may give a suggested selling prices which are not necessarily the RRP and should not be published as such to show discount or for any other purpose.

22. In the event that the customer receives any complaint or enquiry in respect of the goods supplied hereunder, the customer shall not disclose the identity of ACE Beauty Group as its supplier or any details relating to any order of goods hereunder without the prior written consent of ACE Beauty Group, unless required to do so by law or court order, in which case the customer shall provide ACE Beauty Group with adequate written notice before doing so.

23. These Terms & Conditions, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation, are governed by English Law and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

Company Name:

Full Name:

Position:

Email Address:

Signature:

Date: