

International Business Customers

Terms & Conditions of Supply

1 Interpretation

- 1.1 Hereinafter buyer ("Buyer") means an entity purchasing goods ("Goods") from The Trading Company Limited t/a Phoenix Trading ("The Company").

2 Basis of sale

- 2.1 The Company shall sell and supply the Goods to the Buyer subject to these terms and conditions ("Conditions"), which shall govern the contract ("Contract") for the sales of the Goods provided by The Company and the Buyer accepts that these terms will govern all relations between it and the Company to the exclusion of any terms and conditions contained in any of the Buyer's documents even if the same purport to provide that the Buyer's own or some other terms shall prevail.
- 2.2 The Buyer shall be free to sell the Goods at whatever commercial price they determine.
- 2.2.1 The Buyer agrees not to operate a direct selling business, or knowingly sell the Goods to or through a direct selling business, nor hold themselves out to be part of the Phoenix Trading direct selling network.
- 2.2.2 The Buyer agrees not to market or actively sell the Goods in or into the United Kingdom, France, Australia or New Zealand (together the 'Home Zones') and the Buyer acknowledges that The Company has granted the exclusive rights to market and sell its products in and into the Home Zones to its Phoenix Traders. .
- 2.2.3 The Buyer agrees not to present, or sell the Goods in a context that may damage the reputation or goodwill of The Company, its business or its Phoenix Traders.
- 2.2.4 The Buyer agrees not to market or sell the Goods through Amazon, eBay and similar multi-national websites which do not meet the Company's required quality standards and conditions for the online resale of its products including websites carrying the branding of a third party platform.
- 2.2.5 Each supply of Goods to the Buyer represents a separate sale contract and The Company may cease to supply the Goods at any time and for any reason, without recourse or explanation to the Buyer, its agents or any other person.

3 Price of goods and taxes

- 3.1 Prices are specified by The Company in pounds sterling (unless another denomination is expressly identified). Prices are subject to change at any time without prior notice.
- 3.2 All payments are to be made in pounds sterling.
- 3.3 Prices exclude value added tax and other taxes and duties as well as any charges for transport, packaging and insurance, which are to be paid by the Buyer.

- 3.4 The Buyer shall be responsible for all duties, taxes and any other expenses incurred after shipment, and shall open an account with The Company's specified carrier in order to settle such duties taxes, demurrage fees and any other local charges in relation to the import and onward delivery of the Goods.
- 3.5 A minimum order value of £200 (excluding VAT and shipping costs) applies to all orders. The amount of the minimum order may be changed by The Company at any time without notice.

4 Terms of payment

- 4.1 Phoenix Trading will issue an invoice and The Buyer shall pay the invoice in full before shipment of the Goods, after which the Goods will be shipped within 5 working days.
- 4.2 The Buyer agrees to pay any bank charges associated with the transfers of moneys into the Company's UK bank account.
- 4.3 Accepted ways of payments are: Visa, Visa Debit or Mastercard, PayPal, or interbank transfer.

5 Delivery and Performance

- 5.1 Any dates quoted for delivery of the Goods are approximate only and The Company shall not be liable for any delay in delivery of the Goods.
- 5.2 If the Buyer fails to take the delivery of the Goods or fails to give The Company adequate delivery instructions then, without prejudice to any other right or remedy available to The Company, The Company may order the disposal of the goods, and no refunds will be made in respect of such goods.

6 Risk and property

- 6.1 Risk of damage to or loss of the Goods shall pass to the Buyer at the time of despatch of the goods from our The Company's warehouse (or, if applicable, The Company's Australia warehouse). The Buyer should ensure that the goods are insured in respect of damage or loss during carriage, as no compensation in respect of loss or damage will be considered by The Company.
- 6.2 The property of the Goods shall pass to the Buyer upon the payment in full of the price of the Goods.
- 6.3 The Buyer shall ensure that the products are legal for sale in its territory, and shall indemnify The Company against any losses, damages, costs, or reputational damage suffered or incurred by The Company arising out of or in connection with the mis-sale of its Goods or any other failure by the Buyer to comply with all applicable legal requirements relating to its advertising, marketing, promotion, sale and supply of the Goods.

7 Liability

- 7.1 The Buyer shall inspect the Goods upon their delivery. Any claim for any defect in the Goods shall be notified in writing to The Company along with electronic photographic evidence within four days of delivery.

- 7.2 If the Buyer elects to have the Goods shipped to an address within one of the Home Zones, for onward forwarding, it is the Buyer's responsibility to inspect and approve the consignment before forwarding to the end destination.
- 7.3 In case of defective Goods, other than in the case of trivial defects or colour variations, The Company may replace the Goods free of charge. Such Goods will be supplied to the Buyer on the placement of its next order with the Company.
- 7.4 Under no circumstances The Company shall be liable to the Buyer for any loss of contracts, profits, revenue, business, or for any indirect or consequential loss howsoever caused.
- 7.5 The Company's entire liability under the contract shall not exceed the price of the Goods which are the subject of the claim of the Buyer.

8 Returns

- 8.1 The Company shall not accept returns of unwanted products or products with which the Buyer is not satisfied (other than defective Goods under clause 7.3).
- 8.2 If Goods are accepted for return for any reason a re-stocking fee of 25% will apply.

9 Force Majeure

Neither party shall be liable for any failure of or delay in performance of its obligations under this Contract if and to the extent that such failure or delay is due to circumstances beyond its reasonable control, including, without limitation (whether similar or dissimilar), acts of God, acts of a public enemy, terrorist acts, fires, floods, wars, civil disturbances, accidents, insurrections, blockades, embargos, storms, explosions, damage to its plants, labour disputes (whether or not the employees' demands are reasonable and within the party's power to satisfy), acts of any governmental body (whether civil or military, foreign or domestic), all perils of the seas and other waters, failure of or delay of third parties or governmental bodies from whom a party is obtaining or must obtain rights of way, easements, franchises, permits, machinery, materials, equipment, transportation, independent contracting, or supplies to grant or deliver the same, or inability to obtain labour, materials, equipment, or transportation (collectively and severally referred to herein as a "Force Majeure" event), nor shall any such failure or delay give the other party the right to terminate this Agreement. Each party shall use its reasonable efforts to minimize the duration and consequences of any failure or delay in performance resulting from a Force Majeure event.

10 Legal

- 10.1 The order and the sale contract shall be governed by, and construed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the English courts in relation to any dispute arising out of or in connection with any order or sale contract.
- 10.2 All correspondence shall be held in English.