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NitroTek Ltd, 4th Floor, Goyt Mill, Upper Hibbert Lane, Marple, Stockport, SK6 7HX

E-mail: orders@NitroTek.co.uk Web: www.NitroTek.co.uk

# WHOLESALE APPLICATION FORM & TERMS OF SALE

**Nitrotek LTD is a company registered and with premises in England and is governed by English Law.**

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, these terms or to a visit to our website although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

Please fill in your details below, sign it and return it to us by email to orders@nitrotek.co.uk

## COMPANY DETAILS

|  |  |
| --- | --- |
| **PROPRIETORS FULL NAME:** |   |
| **BUSINESS NAME:** |   |
| **WEBSITE:** |   |
| **BUSINESS ADDRESS:** |   |
| **BUSINESS TEL:** |   |
| **EMAIL:** |   |
| **FAX:** |   |
| **HOME ADDRESS:** |   |
| **HOME TEL:** |   |
| **LTD COMPANY REG NO.: (if applicable)** |   |
| **VAT NO.: (if applicable)** |   |
| **TYPE OF BUSINESS:** |   |
| **AMAZON SELLER ACCOUNT NAME/NUMBER:** |   |
| **EBAY SELLER ACCOUNT NAME/NUMBER:** |   |
| **BANK DETAILS;** |
| **BANK:** |   |
| **ACCOUNT NO:** |   |
| **SORT CODE:** |   |
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Please note payment of wholesale orders must be made via Skrill Digital Wallet. You can open a free account by clicking here: <https://account.skrill.com/signup?rid=18078838>

This is to certify that I have received, read and agree to abide by Nitrotek Ltd’s conditions of trade.

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| [ ]  | Click here to confirm that you agree to the terms and conditions |

## You, Buyer – **Trader** We, vendor, us– **Nitrotek LTD** End-User – **Traders customer**

## TERMS OF SALE

1. All orders accepted are subject to these terms of trade and conditions of sale. No conditions stipulated in a buyer order, letter or communication shall vary or cancel these terms of trade unless the vendor agrees the variances in writing and it is signed. A contract binding on the vendor arises only on the issue of the vendor’s written acceptance.
2. We do not provide an after sales support service directly to the end buyer. Servicing of, and communication with the end-user is the responsibility of the buyer,
3. You will be notified by email of your minimum order accepted to open an account, that email is considered part of your contract and should you decide to order goods from the Vendor it will be deemed that you have agreed to the contents of the email.
4. The minimum value accepted per order following the first order will be notified to you via email, this email is considered part of your contract and should you decide to order goods from the Vendor it will be deemed that you have agreed to the contents of the email.
5. The minimum value accepted for carriage paid orders following the first order is £500 (ex vat), this is only for orders going to a UK mainland address. You will be advised when placing any order if the area intended is not classed as UK mainland e.g. some parts of Scotland**.** Orders below £500 (ex vat) of available stock will be despatched with carriage and packing charged.
6. Each item on an order shall constitute a separate contract.
7. All goods are sold with a parts-only warranty.
8. Minor scratches to your goods, minor scuffs or tears to the box, or minor marks will not be covered under warranty.
9. The vendor will hold and despatch the balance of an order that are out of stock as at the time of despatch unless we are instructed to the contrary at the time the order is placed. The vendor also reserves the right to refund any items that are out of stock rather than hold and despatch when stock arrives.
10. The vendor may allocate stock held to or against such customers and in such quantities, as it deems proper.
11. We reserve the right to change our prices without prior notification and the prices charged will be those applicable at the date of despatch.
12. We reserve the right to discontinue any product without prior notification
13. We reserve the right to close a buyers account without prior notice.
14. Should spare parts be required for any discontinued product it will be the buyers responsibility to source them, the vendor at their discretion may order parts not stocked from manufacturers on behalf of the buyer if the vendor is still ordering from them
15. The vendor does not operate a “Sale or Return” system (this includes defective goods) and goods will not be accepted by the vendor for refund or credit.
16. The vendor does not make or give any representation or warranty as to the availability for purchase of any item referred to in any catalogue, advertisement, price list or any other document of communication with or by the vendor.
17. Payment for orders is due before despatch.
18. The buyer of the goods will have them examined for damage and loss in transit upon receipt. Any claim must be made in writing within three days of receipt. No claim for shortage or defect will be entertained unless this procedure is adopted. Qualified delivery notes will not be accepted as written notice.
19. No liability can be accepted by the vendor for damage in transit or short delivery unless advised in writing to the vendor within three days of receipt of goods or part thereof, or for loss in transit or non-delivery unless advised in writing to the vendor within 3 days of expected delivery date. You should consider the expected delivery date to be the next working day after placing your order. No claim will be entertained unless this procedure is adopted.
20. If the courier states they have attempted delivery and the buyer is not in, item is not collected from depot, the goods returned to sender as undelivered, unable to find address or the address provided was incorrect then there will be an additional carriage fee to resend the goods.
21. If goods are lost in transit the goods will be replaced or refunded (Vendors choice) when the claim for loss has been accepted by the courier which can take up to 10 working days
22. If the goods are damaged on arrival then the parts to repair it will be sent to the buyer for the buyer to repair. In some cases this may not be cost effective to the vendor so at the vendors discretion the vendor may decide to raise a claim for the damaged goods in full rather than a repair. Once the claim has been accepted by the courier which can take up to 10 working days the damaged goods will need to be returned to the vendor before a replacement/refund/repair (vendors choice which one) will be issued.
23. If the vendor is out of stock of parts needed for the repair of an item that has arrived damaged or a repair of defective goods then the buyer and end-user will have to wait until the parts are ordered by the vendor and arrive to the vendor which may take 3-4 weeks apprx
24. If the vendor is out of stock of parts needed for a chargeable repair then the buyer and end-user will either have to wait until the vendor is next ready to place a parts order and for the order to arrive to the vendor or alternatively the buyer and end-user can source the parts themselves.
25. For certain items the vendor may not stock all the spares or any at all and it will be the buyers responsibility to source them if needed, the vendor at their discretion may order parts not stocked from the manufacturers they deal with on behalf of the buyer if the vendor is still ordering from them.
26. No compensation **or refund will be made for, but not limited to, disappointment, suspended or closed account, time or sales lost.**
27. All measurements, scales, voltages, listed in our catalogues, order forms, advertisements, or any other publication or communication from our company are approximate only and no warranty or condition is give of accuracy. Whilst our suppliers endeavour to ensure that models or representations will be accurate in detail.
28. Nitrotek LTD reserve the right to cancel this contract and collect the stock at any time if unpaid.
29. Postage of radio controlled models is free for orders over £400 ex vat.

## RETURN OF GOODS AND CANCELLATION

1. We do not except returns from the end user.
2. If the buyer decides to cancel their order or request a refund within the 7 day cooling-off period, the goods can be returned for a credit only and the buyer will be deducted the original postage costs. Goods will not be accepted for credit within the 7 day cooling off period if they are not in brand new condition. Return postage costs paid by the buyer are non refundable.
3. It is the buyers responsibility to find out what the return postage cost of an item is going to be before the item is returned to the vendor.
4. All repairs for products deemed to be defective through manufacturers fault or damaged on delivery repairs should be carried out by the buyer. Nitrotek will offer a repair service for this however the buyers return postage is non refundable
5. All repairs for products deemed to be free from manufacturers fault will be subject to a £15 labour/inspection fee per hour plus the cost of any parts used and a return postage fee. The shipping fee is usually £10 for mainland UK addresses, larger items may cost more and also Non Uk Mainland addresses may cost more
6. We will not accept the return of any goods without written notification that must state the nature of the fault of each item and the invoice/order number relating to the purchase of each item.
7. All transportation costs relating to the return of any goods, regardless of whether to be deemed defective or not upon inspection, must be met by the buyer and will not be reimbursed.
8. For all items once used only the radio equipment (transmitter, crystals, receiver and servos only )are covered by a 90 days warranty against manufacturers faults from the date of sale. The warranty is void if damage has been caused by miss use, incorrect maintenance or incorrect set up. Broken con rods, pull starts and gears for example are not covered by the warranty..

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