

# Trade Account Terms & Conditions

These Trade Account Terms & Conditions apply to all applications for, and use of, a trade account with **CLD Shire Group Ltd trading as Lanson Group** ("Lanson Group", "we", "us" or "our").

By submitting a trade account application, placing an order, or continuing to trade with Lanson Group, the customer ("Customer", "you" or "your") agrees to these Terms & Conditions together with our applicable Terms of Sale, Privacy Policy and any other terms communicated in writing.

## 1. Trade Account Applications

1.1 All trade account applications are subject to approval by Lanson Group.

1.2 Submission of an application does not guarantee that a trade account, credit account or particular payment terms will be granted.

1.3 Applicants must provide accurate, complete and up-to-date information, including where applicable:

- Registered company name
- Trading name
- Company registration number
- Registered office address
- Trading and delivery addresses
- VAT registration number
- Contact details
- Accounts payable details
- Two trade references
- Any other information reasonably requested by Lanson Group

1.4 The person submitting the application confirms that they are authorised to act on behalf of the applicant business.

1.5 Lanson Group reserves the right to refuse or cancel a trade account application at its sole discretion.

## 2. Verification and Credit Checks

2.1 By submitting a trade account application, you authorise Lanson Group to verify the information supplied.

2.2 We may carry out reasonable business, identity, company, credit and financial checks before approving an account or extending credit.

2.3 We may contact any trade references provided as part of the application.

2.4 Lanson Group may use information obtained from credit reference agencies, Companies House, trade references and other legitimate business information sources when assessing an application.

2.5 We may request additional financial information before granting or increasing a credit facility.

### 3. Proforma Accounts

3.1 New customers may initially be required to trade on a **proforma basis**.

3.2 Under proforma terms, payment must be received in cleared funds before goods are dispatched.

3.3 Trading on proforma terms does not guarantee that credit facilities will subsequently be offered.

3.4 Lanson Group may review an account for credit terms after an appropriate trading history has been established.

### 4. Credit Accounts

4.1 Any credit terms offered are subject to approval by Lanson Group.

4.2 We may establish a credit limit for the Customer and may increase, reduce, suspend or withdraw that limit at any time.

4.3 Credit terms may be subject to satisfactory trading history, credit checks, payment history and continued financial standing.

4.4 Where credit terms are agreed, invoices must be paid within the payment period stated on the relevant invoice or agreed separately in writing.

4.5 Credit facilities are not transferable between companies or legal entities without our written consent.

4.6 Lanson Group may withdraw credit facilities and require payment in advance where:

- Payments become overdue;
- The Customer exceeds its credit limit;
- We become aware of circumstances affecting the Customer's creditworthiness;
- The Customer breaches these Terms;
- The Customer enters administration, liquidation, insolvency or any similar process; or
- We otherwise consider there to be a material financial or commercial risk.

### 5. Payment

5.1 Payment must be made in pounds sterling unless otherwise agreed in writing.

5.2 Payment must be made using an approved payment method specified by Lanson Group.

5.3 The Customer is responsible for ensuring payments are made by the due date.

5.4 Any bank charges, transfer fees or similar costs associated with payment shall be the responsibility of the Customer unless agreed otherwise.

5.5 The Customer must notify Lanson Group promptly if an invoice is disputed.

5.6 Raising an invoice query does not automatically suspend the obligation to pay any undisputed amount.

## **6. Late Payment**

6.1 Where an invoice remains unpaid after its due date, Lanson Group reserves the right to suspend further deliveries and place the account on hold.

6.2 We may withdraw any credit terms and require all future orders to be paid on a proforma basis.

6.3 We reserve the right to charge statutory interest, compensation and reasonable recovery costs on overdue commercial debts where permitted by applicable law.

6.4 Any amounts owed by the Customer may become immediately payable where there is a material breach of these Terms or a serious deterioration in the Customer's financial position.

## **7. Pricing**

7.1 All trade pricing is subject to change unless otherwise agreed in writing.

7.2 Prices shown on quotations, price lists, portals or account dashboards may be amended from time to time.

7.3 Unless expressly stated otherwise, prices are quoted exclusive of VAT.

7.4 VAT will be charged at the applicable rate.

7.5 Any quotation provided by Lanson Group is valid only for the period stated on the quotation.

7.6 Where no validity period is specified, quotations may be withdrawn or amended at any time before an order is accepted.

7.7 Pricing errors may be corrected before dispatch. If a material pricing error is identified after an order has been submitted, we will contact the Customer before proceeding where reasonably practicable.

## **8. Orders**

8.1 All orders are subject to acceptance by Lanson Group.

8.2 An order submitted by the Customer constitutes an offer to purchase the relevant goods.

8.3 No contract for the sale of goods is formed until the order has been accepted by Lanson Group.

8.4 We reserve the right to:

- Refuse an order;
- Limit order quantities;

- Apply minimum order quantities;
- Apply minimum order values;
- Cancel an order before dispatch where necessary;
- Allocate limited stock between customers; or
- Request payment before processing an order.

8.5 Any changes requested after an order has been accepted are subject to approval and may not be possible once goods have entered the picking, packing or dispatch process.

## **9. Product Availability**

9.1 All products are subject to availability.

9.2 Stock levels shown online or communicated by our team are provided in good faith but are not guaranteed until an order is confirmed and allocated.

9.3 Where goods become unavailable, we may:

- Offer an alternative product;
- Place the item on back order;
- Partially fulfil the order;
- Provide an estimated availability date; or
- Cancel and refund the unavailable item.

9.4 Lanson Group shall not be liable for losses resulting solely from a manufacturer's discontinuation, shortage or unexpected stock interruption beyond our reasonable control.

## **10. Delivery**

10.1 Delivery dates are estimates unless expressly agreed in writing as guaranteed.

10.2 We will use reasonable efforts to dispatch and deliver goods within the estimated timescale.

10.3 Delivery may be made in separate consignments.

10.4 The Customer must ensure that suitable access and personnel are available to receive goods.

10.5 Additional carrier charges arising from incorrect addresses, refused deliveries, re-delivery requests or failed delivery attempts may be charged to the Customer.

10.6 Risk in the goods passes to the Customer upon delivery unless otherwise agreed.

10.7 The Customer must inspect deliveries promptly upon receipt.

## **11. Shortages, Damage and Incorrect Goods**

11.1 The Customer must inspect all deliveries as soon as reasonably possible.

11.2 Any visible damage, shortages or incorrect products should be notified to Lanson Group promptly following delivery and within any notification period stated on the invoice, delivery note or applicable Terms of Sale.

11.3 Claims should include reasonable supporting information, which may include:

- Order number
- Invoice number
- Product details
- Quantity affected
- Photographs
- Packaging photographs
- Courier labels
- Batch numbers where relevant

11.4 We may be unable to accept claims made after the applicable notification period where the delay prevents us from properly investigating the issue.

## **12. Returns**

12.1 Business-to-business purchases do not automatically carry the same cancellation rights as consumer purchases.

12.2 Returns must be authorised by Lanson Group before goods are sent back.

12.3 Unless goods are faulty, damaged or supplied incorrectly, acceptance of a return is at our discretion.

12.4 Returned products must normally be:

- Unused;
- Unopened;
- Undamaged;
- In their original packaging;
- In a resaleable condition; and
- Accompanied by the relevant return authorisation.

12.5 Certain products may not be eligible for return, including where applicable:

- Personal care or hygiene-sensitive products that have been opened;
- Medical or healthcare products where packaging integrity has been compromised;
- Products subject to temperature-controlled storage;
- Special-order products;
- Bespoke products;
- Clearance stock;
- Short-dated stock sold as such; or
- Goods that cannot safely or legally be returned to sale.

12.6 Any approved return may be subject to collection costs, carriage costs or a reasonable restocking charge where permitted and communicated in advance.

## **13. Retention of Title**

13.1 Legal title to goods supplied by Lanson Group shall remain with Lanson Group until we have received payment in full for those goods and all other amounts due to us from the Customer.

13.2 Until title passes, the Customer must:

- Keep the goods identifiable as goods supplied by Lanson Group;
- Keep them in satisfactory condition;
- Store them appropriately;
- Not deliberately remove identifying labels where doing so would prejudice our ownership rights; and
- Maintain appropriate insurance where reasonably necessary.

13.3 Where legally permitted, Lanson Group may seek recovery of unpaid goods where payment becomes overdue or the Customer becomes insolvent.

## **14. Resale and Marketplace Restrictions**

14.1 Approval of a trade account does not automatically grant permission to sell every product through every sales channel.

14.2 Certain brands or products may be subject to restrictions imposed by Lanson Group, the manufacturer, brand owner or applicable distribution agreement.

14.3 Restrictions may include limitations relating to:

- Amazon;
- eBay;
- TikTok Shop;
- Other online marketplaces;
- Third-party websites;
- Export markets;
- Specific countries or territories;
- Promotional pricing;
- Brand presentation; or
- Approved reseller status.

14.4 Where channel restrictions have been communicated to the Customer, those restrictions form part of the conditions of supply.

14.5 The Customer must not represent itself as an authorised, exclusive or official distributor, agent or partner of Lanson Group or any brand unless expressly authorised in writing.

14.6 Serious or repeated breaches of agreed resale restrictions may result in suspension or termination of the trade account.

## **15. Product Information and Compliance**

15.1 We take reasonable steps to ensure product information supplied by us is accurate.

15.2 Manufacturers may amend packaging, ingredients, specifications, instructions or product appearance without prior notice.

15.3 Customers are responsible for checking that products are suitable for their intended market, customers and sales channels.

15.4 Where the Customer exports or resells goods outside the market for which they were supplied, the Customer is responsible for checking applicable regulatory, labelling, customs and compliance requirements unless Lanson Group has expressly agreed otherwise.

15.5 Nothing in product descriptions provided by Lanson Group should be interpreted as replacing manufacturer instructions, warnings or professional advice where applicable.

## **16. Intellectual Property**

16.1 All trademarks, brand names, product images, logos, website materials, catalogue materials and other intellectual property remain the property of their respective owners.

16.2 A trade account does not grant the Customer ownership of any intellectual property.

16.3 Product images, marketing materials or other content provided by Lanson Group may only be used in accordance with any restrictions communicated to the Customer.

16.4 The Customer must not alter, misuse or reproduce trademarks or brand assets in a way that could damage the reputation of Lanson Group or the relevant brand owner.

## **17. Account Security**

17.1 The Customer is responsible for maintaining the confidentiality of its trade account login details.

17.2 Login credentials must not be shared with unauthorised third parties.

17.3 The Customer must notify Lanson Group immediately if it believes its account has been compromised.

17.4 Orders submitted through a Customer's account may be treated as authorised unless we have been notified of suspected unauthorised access.

## **18. Changes to Company Information**

18.1 The Customer must notify Lanson Group promptly of material changes to its business information.

18.2 This includes changes to:

- Company name;
- Ownership;
- Registered office;
- Trading address;
- Delivery address;

- VAT registration;
- Accounts department;
- Contact details; or
- Legal status.

18.3 Credit terms granted to one legal entity do not automatically transfer following a change of ownership or legal entity.

## **19. Suspension and Termination**

19.1 Lanson Group may suspend or terminate a trade account where reasonably necessary.

19.2 Reasons may include:

- Persistent late payment;
- Non-payment;
- Fraud or suspected fraud;
- Misrepresentation;
- Breach of these Terms;
- Misuse of brand intellectual property;
- Breach of agreed marketplace restrictions;
- Insolvency;
- Abusive or unlawful conduct; or
- Material commercial or reputational risk.

19.3 Termination of an account does not remove the Customer's obligation to pay any amounts already due.

## **20. Liability**

20.1 Nothing in these Terms excludes or limits any liability that cannot legally be excluded or limited.

20.2 Subject to applicable law, Lanson Group shall not be liable for indirect or consequential losses arising from the use, resale or delayed supply of goods.

20.3 This may include, where legally permitted, loss of:

- Profit;
- Revenue;
- Business;
- Contracts;
- Opportunity;
- Goodwill; or
- Anticipated savings.

20.4 Lanson Group shall not be responsible for losses caused by the Customer's failure to follow manufacturer instructions, storage requirements, legal requirements or agreed sales-channel restrictions.

20.5 Customers remain responsible for ensuring that products purchased are suitable for their intended commercial purpose.

## **21. Force Majeure**

21.1 Lanson Group shall not be responsible for delay or failure to perform its obligations where caused by circumstances beyond our reasonable control.

21.2 Such circumstances may include:

- Carrier disruption;
- Manufacturer shortages;
- Supply-chain disruption;
- Industrial action;
- Fire;
- Flood;
- Severe weather;
- War;
- Terrorism;
- Civil disturbance;
- Government action;
- Import or export restrictions;
- Customs delays;
- Epidemics or pandemics;
- Cyber incidents affecting essential third-party services; or
- Failure of utilities or communications networks.

## **22. Confidentiality**

22.1 Any confidential commercial information supplied to the Customer, including non-public price lists, discount structures and commercial terms, must be treated as confidential where reasonably understood to be confidential.

22.2 The Customer must not disclose confidential pricing or contractual information to third parties except where reasonably required for its own professional advisers or by law.

## **23. Data Protection**

23.1 Personal information submitted as part of a trade account application will be processed in accordance with applicable data protection law and our Privacy Policy.

23.2 Information may be used for purposes including:

- Processing account applications;
- Account administration;
- Credit checking;
- Fraud prevention;
- Order processing;
- Delivery;
- Invoicing;
- Customer service;
- Compliance; and
- Legitimate business communications.

23.3 Information may be shared with appropriate service providers, payment providers, logistics providers, credit reference agencies and professional advisers where lawful and necessary.

## **24. Marketing Communications**

24.1 Where permitted by law, Lanson Group may contact trade customers regarding products, services, stock availability, offers and other relevant business information.

24.2 Customers may manage their marketing preferences or unsubscribe from non-essential marketing communications at any time.

24.3 Transactional and account-related communications may continue where necessary to manage the trading relationship.

## **25. Anti-Bribery and Unlawful Activity**

25.1 Customers must conduct business with Lanson Group lawfully and ethically.

25.2 Customers must not use products supplied by Lanson Group in connection with fraud, bribery, corruption, sanctions evasion or other unlawful activity.

25.3 Lanson Group reserves the right to refuse or terminate business where we reasonably suspect unlawful or fraudulent activity.

## **26. Export and Sanctions Compliance**

26.1 Where goods are exported, the Customer is responsible for complying with applicable import, export, customs and sanctions requirements unless expressly agreed otherwise.

26.2 Lanson Group may refuse an order or shipment where we believe fulfilment may breach applicable sanctions, trade restrictions or legal requirements.

## **27. Amendments to These Terms**

27.1 Lanson Group may amend these Terms & Conditions from time to time.

27.2 Updated Terms may be published on our website or communicated directly to Customers.

27.3 Continued use of a trade account following notification of updated Terms will constitute acceptance of those Terms to the extent permitted by law.

## **28. Governing Law and Jurisdiction**

28.1 These Terms and any dispute or claim arising from them shall be governed by the laws of **Scotland**.

28.2 The Scottish courts shall have jurisdiction in relation to disputes arising under or in connection with these Terms, subject to any mandatory legal rights or jurisdictional requirements that apply.

## 29. General

29.1 If any part of these Terms is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

29.2 Failure by Lanson Group to enforce a provision immediately does not constitute a waiver of that provision.

29.3 No variation of specifically agreed commercial terms will be binding unless confirmed by an authorised representative of Lanson Group.

## Trade Account Declaration

By submitting a trade account application, the applicant confirms that:

- The information provided is true and accurate.
- The applicant is authorised to act for the business named in the application.
- Lanson Group may carry out appropriate company, trade-reference and credit checks.
- Lanson Group may contact the trade references supplied.
- The applicant understands that new accounts may be offered on proforma terms.
- Any credit account or credit limit is subject to approval and ongoing review.
- Orders are subject to availability and acceptance.
- The applicant agrees to comply with any brand, distribution or sales-channel restrictions communicated by Lanson Group.
- The applicant has read and agrees to these Trade Account Terms & Conditions.
- ☐ **I confirm that I am authorised to apply for this trade account on behalf of the company named above.**
- ☐ **I confirm that the information supplied is accurate.**
- ☐ **I consent to Lanson Group carrying out reasonable company, credit and trade-reference checks.**
- ☐ **I agree to the Lanson Group Trade Account Terms & Conditions and Terms of Sale.**
- ☐ **I have read and understood the Lanson Group Privacy Policy.**

**Submit Trade Account Application**