



ACCOUNT APPLICATION FORM

BUSINESS DETAILS

Company name:

Company type:

Trading name:

Delivery address:

Company registration #:

Company VAT #:

Telephone #:

Fax #:

Web address:

Contact name:

Contact cellphone #:

Contact email:

TERMS AND CONDITIONS OF SALE

The seller: Men's Republic herein referred to as "MR".

Delivery

In order to keep freight cost as low as possible, MR has negotiated low freight rates based on high volume. MR reserves the right to charge the freight cost to the Customer unless other arrangements have been pre-arranged. MR uses these preferred carriers unless specifically requested by the Customer. If the Customer requests a specific carrier, we cannot guarantee access to the dispatch dock without prior notice. All freight costs for specific carriers cannot be prepaid; they must be "Freight Collect". For "Freight Collect", insurance responsibility for the products passes to the Customer once product has been passed to their carrier. Where MR are unable to supply a complete order from stock, this charge will only apply to the original dispatch. All subsequent shipments to complete the order will be sent freight free.

Returns procedure

The Customer must inspect the products as soon as is reasonably possible after delivery and MR shall not be liable for any defect in the products or shortages in delivery unless written notice is given to MR within 7 days of delivery. MR does not write software comprised in the products and it is the Customer's responsibility to check for the presence of computer viruses before the products are used. In the case of non-delivery, the Customer must notify MR immediately the invoice is received, otherwise no liability can be accepted. Any liability of MR for non-delivery or defective products shall be limited to, at MR discretion, replacing or repairing the products within a reasonable time or to refund any monies already paid in respect to the products. The Customer accepts liability for all freight costs incurred in the return of products including warranty repair or replacement of faulty goods without exception.

Dead on arrival (DOA)

Any product that has been received by an end-user and deemed to be non-working or faulty, within 10 days from date of end-user invoice, is deemed to be DOA. Provided the defect is confirmed by MR technical support and the end-user proof of purchase date is supplied, such products will be replaced for a new unit, stocks permitting or for a purchase price credit, where stocks are no longer available. Any products exceeding this 10 day period and/or that were originally purchased from MR over a period greater than 6 months (hardware) or 12 months (software) will not qualify for replacement or credit and will fall under the standard warranty terms and conditions of the manufacturer.

Warranty

All products are supplied with the benefit of the manufacturers warranty agreement and warranty process. Damaged goods Any products received visibly damaged must be notified, in writing or via-email, to MR within 48 hours of receipt. All such units will be replaced provided the damage was incurred prior to receipt by either the customer or the customers carrier.

Receiving errors

Receipts of incorrect shipments must be notified, in writing or via e-mail, to MR within 5 working days of MR invoice date. All such disputes will be resolved through arbitration using all the information available at that time e.g. proof of delivery.

Undamaged, non-defective goods

Generally, non-defective, undamaged goods will only be accepted back where they have not been supplied to order. In exceptional circumstances, MR may allow the return of certain non-defective goods, however such returns will be on a case-by-case basis and will be subject to a re-stocking fee. Such requests should be made to MR's sales department. All non-defective returns will only be accepted for goods that are received at MR's warehouses in a pristine condition – i.e. undamaged, unmarked, unopened and together with any accessories or cables as originally supplied. The customer is entirely responsible for the transportation and packaging of such goods.

Title and risk

Until full payment has been received by MR for all products whatsoever, supplied at any time by MR to the customer. Where payment is made by cheque, MR shall not be deemed to have received payment until the cheque has been cleared. Notwithstanding the foregoing, risk in the Products shall pass to the customer on delivery except where the customer requires a special method of shipment in which case risk shall pass to the customer when the Products leave MR premises.

Product information

The customer shall ensure that any safety information of whatever kind provided by MR in relation to the Products supplied is passed, where the Products are supplied for use at work, to the customer's employees or, where the Products are supplied for resale to the subsequent purchaser the customer shall not alter, mask or remove any such safety information from the Products.

Limitation of liability

MR will repair or at its discretion, replace or credit the customer with the invoice value of any Products found to be defective or faulty in all circumstances whatsoever the liability of MR, in respect of any failure to comply with the contract or other breach of duty shall be limited to such repair, replacement or credit. Amendments MR reserves the right to alter or amend these General Terms and Conditions of Sale for any particular class of Products or customer. All orders for products will be accepted by MR subject to these terms and conditions. Any person, entity or corporation placing orders for goods/products with MR ("Customer") is bound by these terms and conditions. No other terms or conditions will apply to the supply of products by MR unless they are accepted in writing by MR. MR is a business-to-business supplier. The catalogue is intended for use by business customers and not for consumers or private individuals. Until a credit account is established, all business with new customers is on a cash basis unless otherwise agreed. Non-payment by the due date entitles MR to cancel the contract or to suspend deliveries without further notice.

Price

MR reserves the right to change the price of any product without notice. Non-website items will be sold at the prices set out in the relevant quotations supplied by MR. Any prices quoted in writing by MR will be for a period of 14 days from the date of the offer. Uncontrollable events and delays In case of delays caused by circumstances beyond the control of MR or MR suppliers, MR shall have the right to either suspend deliveries without notice or cancel the contract without liability. By way of illustration and not of limitation, the following are to be treated as uncontrollable events: strike, lockout, riot, revolution, mobilisation, war, epidemic, official regulations, transportation difficulties, working difficulties, machine breakdowns, fires, failure of suppliers, or other causes, whether similar or not.

Resale

Products are supplied subject to the following conditions: a. Products shall remain in their original packaging and the marks, numbers or references indicated on the Products or packaging shall neither be covered, defaced, altered nor erased. b. Products normally shall be resold at any trade level only by qualified personnel and in premises suitable for their storage, display and sale under satisfactory conditions. Law of the contract In the case of legal disputes, the law and the courts of Ireland shall apply.

Customer order conditions

Any provisions of the customer's order which conflict with, or are in addition to, the general terms and conditions of sale and conditions of sale or any special terms of business shall be excluded. Consequences of the non-application of a clause in the present Terms and Conditions of Sale. Should any of these general terms of business and conditions of sale be inapplicable, this would not imply that the rest of the present terms do not remain valid.

Verbal agreements

Any verbal agreement which does not conform to the present terms, shall not be binding on MR unless it has been confirmed by MR in writing.

Credit and payment

a. Unless otherwise agreed, the granting of credit facilities is made on the condition that payment is received by MR at the postal address referred to above, 30 days after the date of invoice, and MR reserves the right to withdraw credit facilities forthwith if this condition is not observed. b. MR may charge interest on overdue accounts until the date of actual payment at the monthly rate of 2% of the overdue balance, such amount being payable without prejudice to MR's other rights and before as well as after judgement. c. Where a customer elects to make a payment by credit card, MR will charge a 5% surcharge on the value of the items purchased. d. Product remain the property of MR until full payment is made.

Please note:

All orders require payment upfront prior to shipment of goods unless otherwise agreed.
Delivery is charged at cost

DECLARATION: I understand that all goods bought from MR remain the property of Men's Republic until paid for in full. I have read the Terms & Conditions and I am in agreement to the terms as stated.

I have read and agree to the attached Terms & Conditions

signed at _____ for and on behalf of _____ (the purchaser)

on this _____ day of _____ in the year _____

Signature: _____

Date: