**NEW ACCOUNT CHECKLIST**

Dear potential SCALA retailer,

Thank you for your interest in SCALA. We hold your business in high regard and as such, we carefully screen and approve Wholesale Account requests. This allows us to grow and create a program that creates the best opportunity to succeed for both our business and yours.

Please consider the following terms of our Wholesale Accounts, and if you are in agreement, complete the following forms:

• Completed and signed New Account Application

• Confirmation of Agreement to Policies, Terms & Conditions

• A Copy of Applicant’s Business Permit. *We need this to verify corporate legal status and business type. In countries that do not issue permits, other official records showing the type of business are acceptable.*

Once we determine that our interests are mutually beneficial, we’ll send you our price list and other applicable information. Please note that this can take a few business days.

We appreciate your interest and look forward to hearing from you soon.

Kind Regards,

Trudy Pijnacker

Managing Director

**NEW ACCOUNT APPLICATION**

|  |  |  |  |
| --- | --- | --- | --- |
| **COMPANY DETAILS** |  |  | **COMPANY TYPE** |
| Legal Name |       |  | [ ]  Internet |
| Trading Name |       |  | [ ]  Retail |
| Address |       |  | [ ]  Wholesale |
| Zip code |       |  | [ ]  Home party |
| City |       |  |  |
| Country |       |  | **COMPANY NATURE** |
| Shipping address | [ ]  Ship to this address[ ]  Ship to other address\*\*Fill in the shipping addresses on the next page |  | [ ]  Non-Erotic |
| Language |       |  | [ ]  Erotic |
| Phone |       |  |  |
| Website(s) |                   |  | **PRODUCT INTEREST** |
| Active on Marketplaces | [ ]  Yes [ ]  NoMarketplaces like amazon, Ebay, bol.com, etc. |  | [ ]  Toys |
| VAT |       |  | [ ]  Drugstore |
| IBAN |       |  | [ ]  Lingerie |
|  |  |  |  |
| **SALES CONTACT** |  |  |  |
| Name |       |  |  |
| Position |       |  |  |
| Email |       |  |  |
| Phone |       |  |  |
| **FINANCE CONTACT** |  |  |  |
| Name |       |  |  |
| Position |       |  |  |
| Email |        **(For invoicing)** |  |  |
| Phone |       |  |  |
|  |  |  |  |
| Name |       |  | Date       |
| **AUTHORIZED SIGNATURE** |  |  |  |

If applicable, you can enter your delivery address(es) below:

|  |  |
| --- | --- |
| Trading Name |       |
| Phone |       |
| Address |       |
| Zip code |       |
| City |       |
| Country |       |

|  |  |
| --- | --- |
| Trading Name |       |
| Phone |       |
| Address |       |
| Zip code |       |
| City |       |
| Country |       |

|  |  |
| --- | --- |
| Trading Name |       |
| Phone |       |
| Address |       |
| Zip code |       |
| City |       |
| Country |       |

|  |  |
| --- | --- |
| Trading Name |       |
| Phone |       |
| Address |       |
| Zip code |       |
| City |       |
| Country |       |

**TERMS AND CONDITIONS**

**Terms and Conditions of the private company with limited liability SCALA 2.0 BV, hereinafter referred to as: “SCALA”, having its registered office in at (6604 LV) Wijchen, The Netherlands at the Bijsterhuizen 3151.**

These terms and conditions were filed with the Chamber of Commerce in the Netherlands under number: 69251665.
These Terms and Conditions (hereinafter referred to as: the “Terms and Conditions”) are, with the exclusion of possible other terms and conditions, applicable to all orders with and all offers and agreements of SCALA.

**ORDERS**
Minimum opening order:       € 500,-
Minimum re-order:                 € 100,-

All orders must be submitted by email, fax or through scala-nl.com. We do not accept orders over the phone. All orders must include the barcode or SKUs as they are noted on pricelist.

Back orders will be cancelled unless customer give notice that they will keep backorders. All changes to open orders must be submitted in writing.

**PRICING**All prices are listed in Euros excluding VAT, shipping cost and possible import duties. All prices are subject to change without notice.

**E-COMMERCE PRICING POLICY**Customers may not use the SCALA brand name or the brandnames of the third-party brands that she is selling, logo’s, or marketing- or product images to sell, advertise or otherwise promote SCALA products on the Internet at a Net price that is lower than our set MAP (Minimum advised retail price). Please refer to our price sheet for the MAP. In the event the customer chooses to place the product(s) for a promotion sale at a discount, the customer shall not discount the products more than 15% below MAP and the promotion has to be limited to a maximum of 7 calendar days.

The promotion has to be in the on a company owned IP-address, promotions on third party online shops are prohibited. Between every promotion there has to be at least 21 calendar days. Shipping may not be included in computing the Minimum Advised Retail Price.

If a customer operates outside this e-commerce pricing policy, SCALA will request that the customer cease advertising or promoting products on the Internet in violation of the policy. In addition, SCALA will cease to accept and/or ship orders from said customer. This article is not applicable with products marked with the status “Discontinued”, as noted in the price list.

Customers who shoot their own marketing and images and aren’t using the name, logo and marketing- or product images of SCALA are free to determine their own Retail Price.

**IMAGES**All SCALA images including images of third-party brands that SCALA is selling, logos and photography are the exclusive property or set in license to SCALA and can only be used in connection with the advertisement or sale of authentic products, obtained from authorized distributors in Europe.

Images from SCALA are available upon request by contacting sales@scala-nl.com.
All images, logos and photography may not be used:

* in any online auctions;
* in connection with all forms of advertising to the general public including, without limitation, print ads,
* mailings, catalogs, displays, commercials, and websites or promotions that are in violation with the minimum advised retail price\*;
* in any unlawful manner, including use which defames another person or is obscene, or in any way that denigrates or tarnishes SCALA, its trademarks, or its products;
* in any way that suggests an association between SCALA and any other company; or
* in consumer magazines, outdoor advertising, or television commercials without prior approval of SCALA.

**E-COMMERCE INVENTORY POSITION**We require that customers only feature products on their websites that they have in stock, or that is stocked by SCALA. Once the product is out of stock with the customer and SCALA it should be marked as sold out and/or removed from the site.

**SHIPPING**All shipments shall be delivered by SCALA ex works or carriage paid, depending on the order value and the country of destination. Customer can find this information on [www.scala-nl.com/transport](http://www.legavenueeurope.com/transport). From the moment of shipment, the goods shall be at risk of the customer. SCALA shall never be liable for an attributable shortcoming on the part of the carrier.

**DROPSHIPPING**SCALA is offering a special dropship program, contact sales@scala-nl.com for this program and special terms and conditions.

**LEAD TIMES**While we are happy to work with you to get your shipment out by a certain date, our lead times are not guaranteed. Once an order is confirmed, in-stock items usually ship within 48 hours. If timing is critical, please submit your order as early as possible.

**CANCELLATION**We reserve the right to cancel an order for any reason, including but not limited to a poor fit with SCALA brand image, failure to pay after repeated attempts to contact customer, and/or proximity to another wholesale account

**PAYMENTS**All orders must be accompanied by pre-payment unless SCALA confirmed other payment terms in writing. If the, pro forma, invoice is not paid within 7 days after dispatch thereof then the order is cancelled. Payments can be made by wire.

**LATE PAYMENTS**Payments must be made on or before the due date. Late payments are subject to a 2% monthly finance charge. SCALA reserves the right to submit all unpaid invoices to a collection agency. Customer is responsible for any collection costs or legal fees.

**RESERVATION OF TITLE**All goods delivered by SCALA shall remain the property of SCALA until the invoices are paid. Customer is not authorized to pledge or to otherwise encumber the goods delivered under the reservation of title. Customer must always do all that can within reason be expected of the same in order to secure the ownership rights of SCALA.

If third parties impose an attachment on goods delivered under the reservation of title or intend to establish or exercise rights in respect of the same, then customer is held to forthwith inform SCALA accordingly.

If SCALA intends to exercise its ownership rights specified in this article, then customer hereby already grants SCALA and third parties to be appointed by SCALA unconditional and irrevocable permission in advance to enter all the locations where the property of SCALA is located and to take back these goods.

**CLAIMS**SCALA stands behind the quality of every item it sells. It will accept returns for items that were delivered damaged or that were not included in a customer’s order at no charge, subject to the following conditions. Unless otherwise specified, all claims for discrepancies, shortages, or damages must be made within fourteen (14) days after the item shipped.

Closeout and discontinued items are not subject to return because they are purchased “as is” at a significant discount. SCALA does not guarantee sales and will not accept returns that are not a result of either discrepancies or damage incurred during manufacturing or shipping. No claims will be accepted on used goods or on goods damaged after their receipt by the customer.

**RETURNS**All returns must be authorized in advance. To obtain authorization, contact customer service at sales@scala-nl.com. Goods returned without authorization will be shipped back at the customer’s expense and will not be credited.

Upon receipt and verification of the return, SCALA will credit the value of the return towards future orders. All items returned to SCALA must arrive in original condition, in their original packaging, with no pricing stickers, holes, or other alterations, or the return will be rejected. Merchandise approved for returns must be delivered to SCALA within 30 days of approval or the return authorization will be voided.

**LIABILITY**SCALA accepts statutory obligations concerning compensation to the extent that customer demonstrates and evidence through legally available means that the damages are the result of gross negligence or carelessness on the part of SCALA.

The liability for damages is expressly limited to an amount equal to the invoiced amount in the principal sum, related to the delivered products and/or the supplied services. Any further liability of SCALA for damages, including but not limited to liability for employees and auxiliary persons, on account of any reason whatsoever, is excluded, including all direct and indirect damages like consequential damages or trading losses.

Moreover, customer indemnifies SCALA against any and all claims of third parties in connection with incurred or yet to be incurred damages, such in consideration of the provisions set forth in this article.

**MISCELLANEOUS**These Terms and Conditions can be changed by SCALA however these changes do not take effect vis-à-vis customer other than after customer has been informed of these changes.

These Terms and Conditions are divisible. Should a part of these Terms and Conditions appear to be invalid or unenforceable pursuant to Dutch law then only the relevant article (or part thereof) expires without affecting the other articles laid down in the Terms and Conditions.

**APPLICABLE LAW AND DISPUTES**Dutch law is exclusively applicable to the agreements between SCALA and the customer. All disputes between SCALA and its customer are brought to the cognizance of the competent court in the district where SCALA holds its place of business.

2017 register at the Chamber of Commerce.

CONFIRMATION OF AGREEMENT TO POLICIES, TERMS AND CONDITIONS

I have reviewed and understand Scala 2.0 policies and procedures for payment and shipping as well as all terms and conditions. I authorize Scala2.0 to keep this agreement on file and apply these policies to all future transactions made between Scala 2.0 and myself.

Please acknowledge your agreement to follow these conditions for all purchases that your company may make, by signing and entering today’s date below:

|  |  |  |  |
| --- | --- | --- | --- |
| Name |       | Position |       |
| Company |       |  |  |
| Signature |  | Date |       |
|  |  |  |  |

Please send by email to sales@scala-nl.com

Keep a copy for your own records.

Thank you!