



Gwaza Ltd, New House Farm, Shoothill, Shrewsbury, Shropshire, SY5 9NR, UK.

Tel: 44 (0)1743 850 761

Fax: 44 (0)1743 850 601

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TRADE ACCOUNT APPLICATION FORM

Company Name: _____

Company Reg Number: _____

VAT Number: _____

Credit limit Required: _____

Telephone: _____

Buyers Contact Name: _____

Buyers Telephone: _____

Buyers Email: _____

Account Contact Name: _____

Accounts Telephone: _____

Accounts Email: _____

Nature of business: _____

Established since: _____

Registered Address:

Street: _____

Locality: _____

Town: _____

County: _____

Post code: _____

Country: _____

Delivery Address (If different):

Street: _____

Locality: _____

Town: _____

County: _____

Post code: _____

Country: _____

Please provide a password to open your Webshop account: _____

(Passwords must be 8 or more characters and are case sensitive. We recommend you change this once you have logged in for the first time on your account details section)

Please provide Trade references (Only if you require a credit account):

Company Name: _____

Postcode: _____

Contact Number: _____

Contact Email: _____

Company Name: _____

Postcode: _____

Contact Number: _____

Contact Email: _____

Credit Terms

I/We agree to pay all invoices within 30 days from the end of the month in which the goods are invoiced. Any variation from this will result in credit facilities being withdrawn without notice and all sums outstanding will become immediately payable. Title of the goods does not pass until payment in full has been received by GWAZA Ltd.

Declaration

I/We certify the above information as being correct and agree to the terms & conditions of sale (appended) and read and understood the Privacy Policy (appended).

We authorise you to take up trade references.

Marketing

I would like GWAZA Ltd. to email the 'Buyer Email' address with relevant special offers & newsletters.

☐ YES ☐ NO

(Please tick selection)

You can opt out of Marketing consent at any time. (Privacy Policy appended to document)

AUTHORISED SIGNATURE..... PRINT NAME.....

Please return this page only to Credit Control, at Gwaza Ltd. or Creditcontrol@Gwaza.co.uk

Privacy, On-Line Safety and Security Policy

GWAZA LTD is committed to protecting on-line privacy whilst ensuring the best experience as you conduct business with us

Introduction

GWAZA LTD. Respects your privacy and is committed to protecting your personal data. This privacy policy will inform you as to how we look after your personal data when you visit our website and inform you of your privacy rights and how the law protects you. Please see the layered privacy policy below:

PRIVACY POLICY

- **1: Important information and who we are**
- **2: The data we collect about you**
- **3: How your personal data is collected**
- **4: How we use your personal data**
- **5: Disclosures of your personal data**
- **6: International Transfers**
- **7: Data Security**
- **8: Data Retention**
- **9: Your Legal Rights**
- **10: Glossary**

1: Important information and who we are

This privacy policy aims to give you information on how Protect GWAZA Ltd. collects and processes your personal data through your use of this website, including any data you may provide through this website when you sign up to our newsletter, purchase a product or submit a contact request.

Note: This website is not intended for children and we do not collect data relating to children.

1A: CONTROLLER

GWAZA LTD. is the controller and responsible for your personal data (collectively referred to as "GWAZA", "we", "us" or "our" in this privacy policy).

If you have any questions about this privacy policy, including any requests to exercise your legal rights, please contact us by using the details set out below.

Our full details are:

GWAZA LTD
New House Farm
Shoothill
Shrewsbury
Shropshire
SY5 9NR
+44 1743 850761

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

1B: CHANGES TO THE PRIVACY POLICY AND YOUR DUTY TO INFORM US OF CHANGES

This version was last updated on 29th March 2018.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us. You can do this by notifying credit control via email (creditcontrol@gwaza.co.uk), accessing your account on the website (<https://gwaza.co.uk>) or by sending a letter to our address listed above.

1C: THIRD-PARTY LINKS

Our website (<https://gwaza.co.uk>) may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy policy of every website you visit.

2: The data we collect about you

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together, as follows:

- Name/s
- Address or other location information
- Phone number
- Email Address
- IP Address
- Logins
- Searches performed
- Products ordered
- Sales enquiries made

We also collect, use and share **Aggregated Data** such as statistical or demographic data for internal statistical use. Aggregated Data may be derived from your personal data but is not considered personal data in law as this data does **not** directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific website feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy policy.

We **do not** collect any **Special Categories of Personal Data** about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data). Nor do we collect any information about criminal convictions and offences.

2A: IF YOU FAIL TO PROVIDE PERSONAL DATA

Where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter with you (for example, to provide you with a product). In this case, we may have to cancel a product or service you have with us, but we will notify you if this is the case at the time.

3: How your Personal Data is collected

We use different methods to collect data from and about you including through:

- **Direct interactions.**

You may give us your Identity and Contact data by filling in a form to correspond with us by post, phone, email or otherwise. This includes personal data you provide when you:

- subscribe to our newsletter;
- request marketing to be sent to you;
- give us some feedback; or
- request us to contact you.

- **Third parties or publicly available sources.** We may receive personal data about you from third parties as set out below:

- Identity and Contact from providers of technical, payment and delivery services such as PayPal, SAGE etc.

4: How we use your Personal Data

We will only use your personal data when the law allows us to, or where you have provided consent to do so. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract we are about to enter into or have entered into with you.
- Where it is necessary for our legitimate interests and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal or regulatory obligation.
- Where you have provided us with the consent to process your personal data.

4A: PURPOSES FOR WHICH WE WILL USE YOUR PERSONAL DATA

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below.

<u>Purpose / Activity</u>	<u>Type of Data</u>	<u>Lawful basis for processing including basis of legitimate interest</u>
To process and deliver your order including: (a) Confirming payments (b) Delivering a product	(a) Identity (b) Contact	(a) Performance of contract with you
To manage our relationship with you which will include: (a) Notifying you about changes to our terms or privacy policy (b) Asking you to leave a review or feedback or to take a survey	(a) Identity (b) Contact (c) Marketing and Communication	(a) Necessary to comply with a legal obligation (b) Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/ services)
To administer and protect our business and this website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	(a) Identity (b) Contact (c) Technical	(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise) (b) Necessary to comply with a legal obligation
To use data analytics to improve our website, products/services, marketing, customer relationships and experiences	(a) Technical (b) Usage	Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)
To send you our Newsletter and / or relevant offers which may include updates on our products and services	(a) Contact (b) Marketing and Communication	Consent
To establish a contact with you and assist with any questions you have about our products and services	(a) Identity (b) Contact (c) Marketing and Communication	Necessary for our legitimate interests to answer any initial queries when opening an account as accurately as we can.
To make suggestions and recommendations to you about goods or services that may be of interest to you	(a) Identity (b) Contact (c) Profile	Necessary for our legitimate interests (to develop company's products/services in accordance to customers preferences/needs)

4B: GOOGLE ANALYTICS

We use Google Analytics to track the numbers of visitors to our site. This is only used to monitor the number of hits on our pages and location at the country level therefore we cannot track or trace individual users or their physical addresses.

4C: OPTING OUT

You have the right to withdraw consent / opt out from email marketing at any time by clicking the "Unsubscribe" button which will be contained in all our emails. This will remove you from our marketing email list only.

Alternatively, you will be able to withdraw your consent by sending a consent withdrawal request to creditcontrol@gwaza.co.uk or sending a letter to our registered address:

GWAZA LTD
New House Farm
Shoothill
Shrewsbury
Shropshire
SY5 9NR

4D: COOKIES

Whilst interacting with our online services, we may use technology to track user behaviour/interaction, in addition to providing essential functionality (shopping basket, profiles, translation etc).

Much of this is anonymous but some information collected may identify you (such as logging in, placing orders etc).

We may include the use of such technology as Cookies, JavaScript or other local storage which is controlled by your browser. Your browser settings can be altered to change the use of this technology if so desired but doing so may prevent some parts of our On-Line Services from functioning in the way expected.

Browser Examples include (list not exhaustive):

- [Internet Explorer](#)
- [Google Chrome](#)
- [Firefox](#)
- [Safari](#)
- [Android Browser](#)
- [iOS](#)

4E: CHANGE OF PURPOSE

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose.

5: Disclosures of your Personal Data

We may have to share your personal data with the parties set out below for the purposes set out in the table in Paragraph 4A above:

- External Third Parties as set out in the *Glossary*.
- Third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy policy.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

6: International Transfers

We may transfer only relevant and appropriate contact details (Company name, email address) to a third party email client (MailChimp) based in Atlanta, Georgia (United States) for the purposes of sending marketing emails on our behalf. <https://mailchimp.com/legal/privacy/> We use MailChimp because it is a market leader in safe email marketing methods, and allows us to monitor who has opted in or out of our emails efficiently, ensuring those who wish to opt out do not receive any more marketing emails. This is in line with local laws and only permitted for the use of us (GWAZA Ltd.) to send you marketing emails.

We use Microsoft Office 365 for our email processing – this data is stored in the UK as explained by Microsoft, however data may be transferred internationally as highlighted in this document. <http://www.microsoftvolumeicensing.com/Downloader.aspx?DocumentId=13655>

7: Data Security

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

8: Data Retention

8A: HOW LONG WILL YOU USE MY PERSONAL DATA FOR?

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

By law we have to keep basic information about our customers (including Contact, Identity and Purchase Confirmation Data) for six years after they cease being customers for tax purposes.

In some circumstances you can ask us to delete your data: see Request erasure below for further information.

9: Your Legal Rights

Under certain circumstances, you have rights under data protection laws in relation to your personal data.

You have the right to:

- **Request access** to your personal data (commonly known as a “data subject access request”). This enables you to receive a copy of the personal data we hold about you and to check that we are using it lawfully.
- **Request correction** of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.
- **Request erasure** of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.
- **Object to processing** of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.
- **Request restriction of processing** of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data’s accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.
- **Request the transfer** of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.
- **Withdraw consent at any time** where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

If you wish to exercise any of the rights set out above, please submit your request to creditcontrol@gwaza.co.uk

9A: NO FEE USUALLY REQUIRED

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

9B: WHAT WE MAY NEED FROM YOU

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

9C: TIME LIMIT TO RESPOND

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

10: Glossary

LAWFUL BASIS

Legitimate Interest means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law).

Performance of Contract means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

Comply with a legal or regulatory obligation means processing your personal data where it is necessary for compliance with a legal or regulatory obligation that we are subject to.

THIRD PARTIES

EXTERNAL THIRD PARTIES

- Service providers acting as processors based in the EEA who provide IT and system administration services.
- HM Revenue & Customs, regulators and other authorities based in the United Kingdom who require reporting of processing activities in certain circumstances.
- Email service providers (MailChimp) <https://mailchimp.com>
- Relevant couriers of parcels (Parcelforce, APC, Tuffnells etc. This list is not exhaustive) to ensure that your goods arrive to the correct location.

GWAZA LTD. Terms of Sale

1. Governing Conditions

These terms and conditions shall govern the contract between the Buyer and Gwaza Ltd (hereinafter referred to as "the Company") and no other terms or conditions which may appear on any document issued by the Buyer shall be binding on The Company, unless expressly agreed in writing by the Company.

2. Prices

The price for the goods is exclusive of VAT. Any order received from the Buyer shall be accepted at the price prevailing at the date of despatch to the Buyer and shown on the Company's invoice. Unless otherwise agreed, prices are carriage paid where the total value of the Buyer's order reaches or exceeds the sum stated on the Company's current price list and applies to UK mainland destinations only. The Company reserves the right to increase prices (whether specifically quoted or not) to take account of increases in the cost of materials, wages and other costs relative to the Company's activities.

3. Cancellation

No order accepted by the Company for goods specifically manufactured, assembled or altered to the Buyer's order shall be cancelled under any circumstances without express written agreement, which may take into account any loss to the Company by such cancellation.

4. Delivery Date

(a) The Company operates a next day delivery service wherever possible. Although this is quoted in good faith, the Company gives no undertaking that the goods will be delivered next day and the term next day shall be deemed not essential to the contract.

(b) The Buyer must give notice to the Company of any damaged goods within 3 days of delivery of the goods or in the case of non- delivery of the goods within 7 days of receipt of the invoice in respect thereof and no claims will be accepted thereafter. The Company must be given the opportunity to inspect damaged goods if the Company deems is necessary to do so.

(c) The Company may, at its discretion, deliver goods in instalments.

5. Specifications

The information contained in the advertising, sales and any other technical literature issued by The Company may be relied upon to be accurate only in the exact circumstances in which it is expressed, otherwise any illustrations, performance details and all other technical data in such literature are based upon experience and trials under test conditions. Accordingly the information contained in The Company's publications is provided for general guidance only and forms no part of the contract and shall not in any circumstances constitute a trade description.

6. Payment

- (a) Unless otherwise agreed in writing payment is due at the end of the month following the date of invoice. Property in the goods shall not pass until payment due under the contract or otherwise received in full by the Company. Until payment to the Company in full, the Buyer shall hold in store at his expense the goods on the Company's behalf, with licence to use the goods, such licence being revoked automatically on the insolvency or bankruptcy of the Buyer.
- (b) in the event of insolvency or bankruptcy of the Buyer, the Company will have the right to re-enter the Buyer's premises and remove all or any of the goods under such licence (whether or not the same should have been incorporated with other goods to form a new product, provided the goods are capable of removal and subsequent re-use) without prejudice to its right to sue for non-payment in full the Company shall have a lien on all property of the Buyer in its possession.
- (c) In the event of default in payment by the Customer in accordance with agreed terms, the Company shall be entitled without prejudice to any other right or remedy to suspend all further deliveries and to charge interest at the rate of 3% per annum above the Nat West bank base rate in force at the relevant time.

7. Delivery in Passing of Risk

Risk shall pass to the Buyer on delivery, notwithstanding that title to the goods does not pass until payment in full is made to the Company.

8. Fitness of Purpose

The Buyer acknowledges and agrees that the Company has made no representation, warranty or condition (other than any made in writing, signed for and on behalf of the Company and solely referable to the Company) that the goods are fit for the particular purpose.

9. Liability

The Company accepts no liability for consequential loss or damage of any kind whatsoever arising with regard to goods supplied by the Company and so far as is legally possible the Company accepts no liability whatsoever arising under the contractual terms implied here and by the Sale of Goods Act 1893 and 1979. Supply of Goods (implied terms) Acts 1973, Supply of Goods and Services Act 1982 and Unfair Contract Terms Act 1977.

(a) Whilst the Company will endeavour to manufacture and deliver goods in good condition due to the varied and unpredictable circumstances and/or conditions in which they may be stored and/or used the Company accepts no liability or responsibility whatsoever save as provided by condition 4 (b) here in respect of alleged defects or faults.

(b) No liability is accepted for any direct or indirect cost, damage or expenses relating to damage to property or injury or loss to any person, firm or company or any loss of profits or production arising out of or occasioned by any defect in or failure of goods or by materials or parts thereof supplied by the Company

10. Export Deliveries

In respect of all contracts for the sale of goods outside the United Kingdom the Customer will provide any necessary export licences, import licences or exchange control authorisations within a reasonable time prior to the date of shipment.

11. Legal Construction

Unless otherwise agreed in writing the contract shall in all aspects, operate as an English contract in conformity with English Law. The Buyer formally accepts the terms and conditions herein contained and no variation or amendment thereof shall bind the Company without the consent of the Company having been given in writing in advance of signing the contract.