



X-POLE[®]

Phase #1

LEADERS IN POLE AND AERIAL FITNESS

- **Welcome to the X-POLE Family**
- **Trade Account Form**
- **Terms & Conditions**

Welcome to the X-POLE family and thank you for registering an interest to become an authorised X-POLE re-seller. You will soon become part of the team that manufactures and supplies the #1 pole & aerial equipment in the world – we value your custom, however, there are a few stages to complete before you can place your 1st order!

So this is what you have to do in 3 easy steps:

Have a look at our CATALOGUE [attached within the zip folder] and view our full range of pole & aerial equipment and what we offer or you can visit website at www.xpole.com



Complete the TRADE ACCOUNT FORM with all your business and personal details - if you're unsure about any of the questions, please contact our sales team straight away: sales@xpole.co.uk

Email the completed document by clicking the 'SUBMIT' button and wait for one of our dedicated account managers to contact you.



About X-POLE

X-POLE was founded in 2004 to offer a solution to the masses wishing to partake in the art of pole fitness within the confinements of their home. Over the last 10 years, X-POLE has been developing and refining the design of the X-POLE sets and now offers the most advanced, secure and innovative poles & stages in the world. X-POLE identified a natural progression into Aerial Arts and is delighted to announce the launch of its Aerial Fitness range.

What are we trying to achieve?

Pole fitness is no longer a sport reserved to the living rooms or bedrooms of our customers, having expanded into studios and gyms all around the world. X-POLE has helped to create an industry which hosts a variety of key players such as trainers/instructors, performers, competitors, followers & simple believers! Our simple task is to ensure that these individuals are supplied with the most advanced and well-engineered product to meet their requirements.

What you could expect from us?

Years of research & design has helped to refine the technology to produce the world's leading dance poles and stages – we will strive to ensure that we continue to provide you with the most advanced products, utmost customer service and aftercare.

Next Stages

As soon as your account forms have been returned to us, one of our account managers will review the info.



As soon as we're happy with all the details, a new account will be created.

You will then receive an email detailing how you can place your order.



Trade Account Set Up Form

If you have a dance school, gym or studio, you would be entitled to receive a discount on products for your organisation.

Please complete all the fields marked with an asterisk*.

Incomplete or incorrectly completed forms will only slow down the process in setting up your account.

Business Details:

Company/School/Studio Details

*Company/School/Studio Name: _____

*First Line of Address: _____

Second Line of Address: _____

Third Line of Address: _____

*City: _____

*Post Code/Zip Code: _____

Region: _____

*Country: _____

Website Address [if available] _____

*Email address: _____

*Contact Telephone Number: _____

*Contact Mobile Number: _____

Company Registration Number: _____

VAT Registration Number: _____

(Only applicable to UK & Europe)

Personal Information

*First Name: _____

*Surname/Last Name: _____

*First line of address: _____

Second Line of Address: _____

Third Line of Address: _____

*City: _____

*Post Code/Zip Code: _____

Region: _____

*Country: _____

*Email address: _____

*Mobile Number: _____

Are you the sole owner of the above mentioned business?

YES

NO

If no, please state the names of all other business owners/partners/directors:

1. _____

2. _____

3. _____

4. _____

Other Information

1. Do you currently purchase any of your pole or aerial equipment from any other manufacturer?

YES NO

If YES, please state the product names: _____

2. How long have you been involved in the pole/aerial fitness industry?

Less than 1 year 1-2 years 3-4 years 4+ years

3. Would you like to receive some promotional material to help your studio/school resell X-POLE products?

YES NO [Please send me more information about re-selling]

4. How did you hear about X-POLE?

Referred by a friend Website Newsletter Exhibition/Event

Other [Please specify] _____

5. Please provide any further information which will assist us with setting up a new trade account for you:

Please type your name here: _____

[By typing your full name here, means that you have agreed to release your details to XPOLE and to our Terms & Conditions]

(Please see next page)

Terms and conditions of sale

All orders accepted by Vertical Leisure Ltd are subject to the Terms and Conditions below.

These Terms and Conditions shall apply to all contracts for the sale of goods by Vertical Leisure Ltd (the Company) to the purchaser (the Customer) and shall comprise the only terms and condition of contract between the Company and the Customer to the exclusion of all others, with exception of such terms and conditions as shall be agreed in writing by a Director of the company.

1. ORDERS

- 1.1 Orders accepted by the company are subject to the terms and conditions below. Orders accepted by the company are subject to availability of stock. Acceptance of an order and therefore the existence of a contract of sale will only come into effect at the time when the company undertakes a delivery of stock to the customer.
- 1.2 The Company may at any time refuse or cancel the delivery of an order or balance of an order without notice.
- 1.3 To speed and facilitate invoicing, collation and despatch and avoid incorrect supply of goods full reference numbers, as shown in the left hand column of the price list, should be used.
- 1.4 Where stock is oversold the company will undertake allocations at its own discretion. Customers with overdue payments will not be included in any allocations.
- 1.5 When ordering products and/or services via the internet, customers are entering into a legally binding contract.

2. GOODS OUT OF STOCK

Items which are not in stock will be entered on back order and either, at the Companies discretion, despatched on arrival of stock or added to your future orders as and when they become available. If you do not want items to be back ordered, please inform us in writing.

3. DELIVERY, RISK AND INSURANCE

- 3.1 The Company accepts no responsibility for non-delivery or late delivery. All delivery dates quoted are approximate and are subject to amendment without notice. Time shall not be of the essence of delivery. A delivery date shall only form part of the contract if agreed in writing by a director. The Company shall not be liable for any loss or damage or expense whatsoever or howsoever arising from delay in delivery or failure to deliver.
- 3.2 The normal UK methods of delivery are post and carriers. All deliveries are subject to Packing and carriage charges shown in the price list or by quotation. The Company reserves the right to amend these charges without notice at any time. All delivery charges are exempt from any discounts shown or offered.
- 3.3 EXPORT DELIVERIES are Ex-Warehouse. Packing, carriage and insurance (if required or requested) are charged at cost. Goods are at the buyer's risk as soon as they leave the Company's premises. If requested, the Company will provide insurance to cover delivery, which will be charged at cost.

4. CLAIMS

- 4.1 The Companies goods are sold subject to the implied terms as to quality, description and fitness contained in the Sale of Goods Act 1979.
- 4.2 It is the customer's responsibility to examine the consignments of goods upon arrival for correct quality, description, shortages, plus any transit damage. Claims MUST be made in writing or by phone to the Company's Sales Department within 3 days of receipt of goods or within 14 days of the invoice date where the goods have become lost in transit.
- 4.3 Claims in respect of alleged faulty goods, shortages or non-delivery shall not be grounds for withholding payment of accounts and shall not give the customer the right to offset/contra against payments made to the Company.
- 4.4 The Company will not accept packing and carriage charges for customer returns unless agreed by a Director
- 4.5 Refunds will be made on the receipt of the goods once the warranty claim is agreed. Proof of return (registered post or similar) should be retained as no refund or exchange can be made until the goods are received.

5. WARRANTY

In the case of goods developing faults, the Company's sales department should be notified in writing. Goods must not be returned under Warrantee until the Company's consent has been obtained. If, on examination of the goods, by the Company, we find that defects arise from faulty materials or workmanship, the Company will, at its option, repair or replace the goods free of charge. Note: The Company is unable to accept any liability save to the extent and in the circumstances described above. In particular, The Company cannot be liable for any financial loss, injury or damage caused to the buyer or any other person caused by any defect in the goods except to the extent that its negligence caused it or contributed thereto. The Company cannot therefore be responsible for the negligence of others. Where the buyer sells the Company's goods as the Company's agent, he has no authority to make any representations or give any warranties relating to the goods or their fitness for any purpose.

6. PRICING

- 6.1 The retail prices where shown are suggested retail prices and are inclusive of VAT (where applicable) at the current rate ruling on the date of invoice.
- 6.2 The goods will be invoiced including VAT, the VAT content total will be shown on the invoice.
- 6.3 Prices charged depend on the price list applicable to the customer type, ruling at the date of despatch.

7. PRICE CHANGES

The prices in the price list are in GBP Pounds Sterling and are correct at the time of going to press (errors and omissions excepted). Pricing in any currency other than GBP is approximate and it is the purchasers responsibility to check foreign currency prices against the GBP prices shown. The Company reserves the right to change prices without prior notice. In all cases the price governing any delivery is the price ruling at the date of despatch. The invoice and or delivery note will show the price ruling at the date of despatch. No change can be considered for future promotions or price changes. The Company can accept no responsibility for loss of sales or profit due to errors, out of date price lists or press advertisements (errors and omissions excepted).

8. PAYMENTS

- 8.1 All invoices and in turn payments are in Pounds Sterling (£) unless otherwise agreed in writing by a Director of the company.
- 8.2 All invoices will be paid before despatch of the invoiced goods.
- 8.3 Payment for goods will be by PayPal, credit card, cheque or bank transfer.
- 8.4 The company reserves the right to impose credit card surcharges on all credit card transactions.
- 8.5 The Company does not offer sale or return conditions.

9. OWNERSHIP OF GOODS SUPPLIED

The property in any goods despatched shall remain with the Company until such time after delivery as the buyer has paid all his indebtedness to us. On this event, the property shall irrevocably pass to the buyer. The buyer undertakes that until such event he will store the goods in such a way that they can readily be identified in his stock. The buyer is authorised to resell, as the Company's agent, goods in which the property has not passed to him. Such sales must be in the ordinary course of his business and at a price not lower than that at which he bought the goods from us. He shall record these sales in such a way that they can readily be identified in his books. The buyer shall be liable to account to the Company for the proceeds of all sales made as the Company's agent. Upon paying all his indebtedness to us upon invoices, he shall be entitled to retain the balance of such proceeds as his agreed commission on the sales. If the buyer enters into a composition of arrangement with his creditors, has a receiver appointed, commits an act of bankruptcy or if he goes into liquidation, the Company's consent to his possession of the Company's goods and his authority to sell them shall cease. The buyer shall return to the Company forthwith any of the Company's goods held by him and also pay to us any monies received for any goods sold when acting as the Company's agent. The Company may at any time require the buyer to return any of the Company's goods held by him if any invoice becomes overdue. When goods are returned to the Company under these provisions, the Company will credit the buyer's account with the trade price of the goods provided the goods are in perfect condition. If the goods are damaged the Company will credit at the Company's estimate of the trade saleable value dependent on the severity of the damage. Any balance of the sum credited over the buyer's indebtedness to the Company upon invoices will be returned to the buyer.

10. PUBLISHED DATA

All published data of any kind by the Company relating to products is approximate. No warranty or condition of accuracy is given or implied. The Company accepts no responsibility for any loss or damage direct or indirect arising out of or in connection with this clause.

11. GOVERNING LAW

The law governing all contracts with Vertical Leisure Ltd is the Law of England. In the case of any dispute, the Courts of England have exclusive jurisdiction.

Items supplied may be subject of patents and or registered designs. The Company reserves the right to withdraw or modify the design or specification of any item at any time without notice.

BY SIGNING & RETURNING THIS DOCUMENT I ACCEPT THE TERMS AS DETAILED ABOVE.