

## APPLICATION TO OPEN CREDIT ACCOUNT

Please complete the details shown below and return to the originating branch. Please retain a photocopy for your own records.

ORIGINATING BRANCH:		BRANCH CONTACT:	
FULL NAME OF COMPANY AND TRADING STYLE:		ULTIMATE PARENT COMPANY IF APPLICABLE:	
COMPANY REGISTRATION No:	DATE ESTABLISHED:	VAT REGISTRATION No:	
REGISTERED OFFICE ADDRESS: TEL: POSTCODE: FAX:		INVOICE ADDRESS (if different): TEL: POSTCODE: FAX:	
NAMES AND ADDRESSES OF DIRECTORS / PARTNERS / PROPRIETORS (where partnership, all partners must sign):			
NAME: ADDRESS: TEL:		NAME: ADDRESS: TEL:	
TYPE OF BUSINESS:		No. OF EMPLOYEES:	TURNOVER:
CONTACT IN ACCOUNTS DEPT:		<b>MONTHLY CREDIT REQUIRED: £</b>	
REFERENCES - TWO TRADE, ONE BANKS OPINION REQUIRED			
NAME: ADDRESS: FAX:	NAME: ADDRESS: FAX:	NAME: SORT CODE: ACCOUNT NO: ADDRESS: TEL:	BANK LTD

I am/We are aware that this is an application for a credit account, settlement of which is due at the end of the month following the month of invoicing. I/We have read the Standard Terms and Condition of Sale, shown on the reverse of this application, and accept that these Standard Terms and Conditions of Sale will apply to all transactions with your company. I/We believe the above information to be correct to the best of my/our knowledge.  
 CONSENT: By signing this Application Form, applicants consent to JCS processing data. Credit checks and trade references will be taken. A record of your data will be maintained by JCS. Under the provision of the 1998 Data Protection Act you have the right to view the data held.

Signed: \_\_\_\_\_ Position in Company: \_\_\_\_\_  
 Signed: \_\_\_\_\_ Position in Company: \_\_\_\_\_

### FOR OFFICE USE ONLY

BUSINESS MANAGER:	CREDIT MANAGER:	REFERENCES OBTAINED/ATTACHED (X)
BUSINESS MANAGERS REPORT:	CREDIT MANAGERS REPORT:	TRADE 1 <input type="checkbox"/> TRADE 2 <input type="checkbox"/> BANK <input type="checkbox"/> AGENCY <input type="checkbox"/> STATUTORY ACCOUNTS <input type="checkbox"/>
		REC. CREDIT LEVEL:
		CUSTOMER A/C No:
		CREDIT MANAGER:
		FINANCE DIRECTOR:
DATE:	DATE:	REP CODE:

## DEFINITIONS

In these conditions "The Company" shall mean Judge Ceilings Ltd, "the purchaser" shall mean the person, firm or Company to whom any contract is made and "the goods" shall mean the goods and/or services agreed to be sold by the Company to the purchaser.

### 1. QUOTATIONS AND ACCEPTANCE

- A) All quotations are given and all orders are accepted on these terms which shall apply to the exclusion or shall override any other terms stipulated or referred to by the purchaser whether in its order or any other document or in negotiations or communication or course of dealing established between the Company or the purchaser.
- B) No modification of amendment of these terms or addition thereto shall be effective unless made in writing and signed by a director of the Company.

### 2. DESCRIPTION AND STATEMENT OF GOODS

- A) Save where the goods are stated to be sold as complying with a recognised trade or industry standard, all descriptions, specifications, drawings and particulars or weight and dimensions submitted by the Company or otherwise contained in the Company's quotations and publicity materials are approximate only and the Company shall not be liable for their accuracy unless they have expressly incorporated into the contract in writing.
- B) The terms represent the entire agreement between the Company and the purchaser relating to the goods and such terms supersede and the purchaser shall not place any reliance upon any statements. Recommendations and advice whether oral or in writing given (whether before or after acceptance by the Company of the purchaser's order) by the Company, its servants or agents as to any matter relating to the goods save where such statement, recommendation or advice is given in writing and signed by a director of the Company in response to a specific written request from the purchaser before or at the time of the Company's acceptance of the order.

### 2. DELIVERY

- A) The time of delivery shall not be the essence of the contract and failure by the Company to make delivery on any date or time stated for delivery shall not entitle the purchaser to terminate the agreement or refuse the delivery and the Company shall not be liable for any loss or damage whatsoever resulting from any delay in delivery howsoever arising.
- B) The Company reserves the right to make a delivery charge where appropriate.
- C) Delivery shall be deemed to have been affected on the occurrence of the first in time of following.
- i) The physical delivery of the goods to the purchaser at the purchaser's place of business or such other place as he may direct by the Company.
- ii) The goods are collected by the purchaser or any person ostensibly acting on his behalf, or
- iii) The goods are deposited at the purchaser's nominated work site notwithstanding that there may be no representative of the purchaser present at the time of deposit.
- D) The signature of the purchaser or any person ostensibly acting on his behalf, on the delivery note shall be taken as acknowledgement that the goods are of merchantable quality and in accordance with the purchaser's orders and as conclusive proof of delivery. Any claims for non-delivery, short delivery incorrect delivery or in respect to goods damaged in transit shall be made by the purchaser in writing within 5 days of receipt of goods or services, Shortages in delivery shall not give rise to a right reject goods delivered. No claim by the purchaser shall be ground for the purchaser withholding payment of any sum due to the Company under any contract or give any right to set off against payments due from the Company to the purchaser.
- E) The Company shall be entitled to make partial deliveries by instalments and all provisions of these terms shall apply to such deliveries.
- F) Goods sold and delivered may only be returned on written authorisation of the Company and in all cases, a restocking charge may be made. Goods for restocking will only be accepted if they are undamaged, unused and in a saleable condition and any manufacturing package materials remains unbroken.

### 4. PRICES

- A) All goods sold at the prices ruling at that date of despatch and may vary at the Company's discretion from those originally quoted or shown in the Company's current price list or any brochure or advertising material.
- B) The buyer shall be in addition to the total price and be liable to pay any Value Added Tax which may be payable and imposed on goods.
- C) Unless otherwise agreed in writing all prices exclude delivery and Value Added Tax.

### 5. PAYMENT

- A) Unless otherwise agreed in writing, Payment for these goods will be due on the last business day of the month following delivery.

- B) The Company shall be entitled to charge interest on any part of the price which is not paid in accordance with the clause (a) at the rate per annum of 3% above is the Basic Rate of Lloyds TSB Bank Plc. Time of payments is of the essence and if the purchaser defaults on punctual payment of the price the Company shall be entitled to terminate the contract and recover the goods at the purchaser's expense without prejudice to any further rights which the Company may have:
- C) Any default in payment of any invoice on the due date shall render the entire balance outstanding on all invoices from the Company to the purchaser immediately payable in full without demand being made notwithstanding any contrary provisions as to terms of payment in one or all invoices:
- D) The purchaser shall not be entitled to make my deduction from the price of the goods which have been delivered to the purchaser in respect of any set of counterclaim unless both the validity and the amount thereof have been expressly written in writing by the Company.
- E) In the absence of any specific appropriation by the purchaser, the Company shall have the right to appropriate any payment made by the purchaser towards the satisfaction of any invoice outstanding from time to time as the Company shall in its absolute discretion think fit.

### 6. COMPLAINTS

- A) No claims regarding alleged defects to goods shall be considered by the Company unless:
- B) In case of damage or loss in transit or shortage the purchaser advises Company of the same within 2 working days or delivery and in writing within one week of delivery.
- C) If the purchaser shall fail to give such notice the goods will be deemed to be in accordance with the Agreement and the purchaser shall be bound to accept delivery and make payment accordingly.
- D) Subject to clauses (i) and (ii) above defective goods will be replaced, provided that the goods are provided defective to the entire satisfaction of the Company (and its opinion shall be conclusive) but no claim for expenditure upon any such goods, loss of profits or any other consequential loss or damage whatsoever will be accepted by the Company and any liability in this respect is expressly excluded.

### 7. THE GOODS

The goods which the Company offers to supply are designed for the purposes described in the Company/Manufacturer's trade literature and are subject to any limitations contained therein. No warranty is given that the goods are fit for any other purpose.

### 8. PROPERTY AND RISK

- A) Risk in the goods shall pass to the purchaser at the time at which delivery takes place in accordance with clause 3 above and the purchaser shall be solely responsible for insuring the goods thereafter.
- B) The Company shall retain ownership of and title in the goods delivered until full payment has been made in respect of all such goods.
- C) The Company shall have the right at any time by its servants or agents to enter the purchaser's premises where the goods are stored, or are thought by the Company to be stored. So as to retake possession of the goods when the Company has requested their return and the purchaser has not immediately complied with the request, such as retaking or return to be without prejudice to any other rights the Company may have been arising therefrom.
- D) If the purchaser shall not permit any judgement to be taken or levied against it or (being a corporation) go into liquidation or have a Receiver or Administrator appointed or (being partnership of individual) enter into any agreement with or for the benefit of its creditors or have an order for bankruptcy made against it or upon any breach by the purchaser of any of its obligations under his Agreement the Company may (without prejudice to any of its other rights and remedies) by notice in writing enter into any land or building and recover the goods and take all the necessary steps to enable the Company to recover and dispose of the goods.

### 9. SELLERS LIABILITY

The Seller shall not be liable for any indirect or consequential loss or damage including economic loss, loss of profits, business, operating time and use or any other form of loss or damage of whatsoever nature arising from the supply of goods ordered by the purchaser and delivered by the Company.

### 10. FORCE MAJEURE

If the Company is prevented or delayed (directly or indirectly) for making delivery on goods on any part thereof or from otherwise performing the contract or any part thereof by reason of war, embargo, riot, strike, lockout, trade dispute, fire, breakdown of plant and machinery, inclement weather, interruption of transport, government action, delay in delivery to the Company of any goods or materials or by any cause whatsoever (whether or not of a like nature to the foregoing) outside its control, it shall be under no liability whatsoever to the purchaser and shall be entitled at its opinion either to cancel the equivalent to that during which such a delivery has been prevented.

### 11. JURISDICTION

This contract shall be constructed according to and be governed by the Laws of Scotland or the Laws of England depending upon the location of the point of delivery and any dispute shall be referred to the Courts of Scotland or England accordingly

