

CREDIT ACCOUNT/LIMIT INCREASE APPLICATION FORM

COMPANY DETAILS

Company
Trading Name
Address
Postcode
Tel. No.
Fax No.
Mobile No.
Email

Existing account number

Is this a Limited Company Yes No

If **yes** complete section below

Registered Office
Reg. No.

Type of premises (e.g. shop, workshop etc.) Owned Rented

Name(s) of Proprietor(s)

Name(s) of Director(s)

Name(s) of Buyer(s) Accounts Contact

PROPRIETOR/DIRECTOR RESIDENTIAL ADDRESS

Name
Address
Postcode
Tel. No.

Previous address if less than 3 years

Address
Postcode
Tel. No.

Have you or any other Director/Proprietor of the company ever been declared bankrupt Yes No

Agencies Held

Requested Credit Limit

I AGREE TO ALL THE TERMS AND CONDITIONS OVERLEAF

Print Name

Signed

Date

PLEASE ENCLOSE A COPY OF YOUR LETTERHEAD FOR RECORD PURPOSES. THE OPENING OF THIS ACCOUNT IS SUBJECT TO SATISFACTORY REFERENCES.

IF YOU HAVE ANY QUERIES REGARDING YOUR APPLICATION PLEASE CONTACT OUR ACCOUNTS DEPT. ON 0844 573 3802 OR FAX TO 0844 557 5154



Terms & conditions of sale

Orders are accepted by Connect Distribution Services Ltd, and all subsidiary companies forming part thereof (hereafter referred to as "The Company") only on these Conditions of Sale; Terms proffered by the customer shall not apply.

Account Facility

- 1 a Prospective credit account customers wishing to place orders with The Company are requested to complete a Credit Account Application Form which will be passed onto a third party credit referencing bureau for approval. Until the application has proved acceptable to The Company customers will only be supplied on a payment in advance pro-forma basis.
- b On receiving the customer's account number, The Company's telephone sales department will accept orders under and subject to these Conditions of Sale. Account numbers must always be quoted when placing an order.
- c The Company reserves the right to refuse to accept an order or deliver goods pursuant to orders previously accepted at any time in particular, but without limitation, if an account is in arrears or if the price of the goods ordered will result in the customer's credit limit being exceeded.
- d Payment of invoices shall be without any deduction or set-off either before despatch or where a credit account is provided, not later than the 20th day of the month following that in which the invoice is dated.
- e In the event of late payment, The Company reserves the right to alter discounts where applicable and resort to pro-forma payments in advance.
- f The Company reserves the right at any time to charge interest on a day to day basis at an annual rate of 2% over the sterling base rate announced from time to time by the Bank of England; from the due date for payment before as well as after any Judgement that may be obtained.

Property in the goods

- 2 a The property (both legal and equitable) in the goods to be supplied by The Company ("the Goods") shall not pass to the customer until:-
 - i the purchase price of the Goods has been paid in full; and
 - ii payment to The Company of any sum which is at the date of the contract or may thereafter become due or owing to The Company.
- b Until the property in the Goods has passed, the customer will hold the Goods in a fiduciary capacity and will not obliterate any identifying mark on the Goods or their packaging and will keep the Goods separate from any other goods.
- c The Company may at any time after payment for the Goods has become due take possession of the Goods (which for the avoidance of doubt will include the right to stop the Goods in transit) and remove them and the customer shall be deemed to have granted irrevocable authority to The Company to enter upon the customer's premises or other premises where the Goods may be by its employees or agents to take possession of the Goods (and if necessary) to dismantle the Goods from anything to which they are attached.
- d Where The Company is unable to determine whether any goods are the Goods, the customer shall be deemed to have sold all goods of the kind sold by The Company to the customer in the order in which they were invoiced to the customer.
- e The Company will have the right to maintain an action against the customer for the price of the Goods notwithstanding that property in the Goods has not passed.
- f Notwithstanding the foregoing, risk in the Goods shall pass to the customer when the Goods are delivered to the customer.

Prices catalogues and orders

- 3 a The prices shall be The Company's prices ruling at the date of despatch of the products. Special offers are available within dates specified while stocks last. Prices are quoted exclusive of VAT. The Customer will be responsible for the full cost of any special requirements relating to Goods not deemed to be normal stock items. Where delivery is by installments part deliveries shall be deemed to constitute separate contracts. All orders are subject to a minimum order charge as ruling at the time of order acceptance.
- b A minimum charge of £1.99 is made for all special orders. On picking your order if The Company finds a part not available on the day it will be placed on backorder, this is shown on the invoice, cancellation in this instance is at the customer's discretion. Back order parts will be invoiced at the current prevailing prices, at the time of despatch, which may differ from the quoted price at the time of order. Copy invoices will be charged at 75p per copy plus VAT.
- c Catalogues, price lists, specifications and other advertising matter are only an indication of the type of products offered and no particulars therein shall be binding on The Company. All prices and products quoted therein are subject to alteration or withdrawal from time to time without notice. All prices indicated are given as a guide only and may vary and are subject to VAT at the prevailing rate. The Company reserves the right to alter any of its pricing structures without prior notice.
- d Prices quoted in our catalogues assume prompt settlement discounts are taken when shown on the invoice.
- e No part of The Company's catalogue or other printed information may be stored in a retrievable system without permission. Manufacturers' names and numbers are used for reference purposes only. Whilst every effort is made to ensure that the information contained in catalogues is correct, no liability will be accepted by The Company for any inaccuracy whatsoever.
- f Any item specifically ordered and which is not a normal stock line cannot be cancelled once ordered and may not be accepted back for credit once delivered.

- g Orders given, quoting part numbers, from this catalogue are processed delivered without delay, orders by description or with inadequate information will take longer to process and may result in error.
- h All prices are quoted in GBP £ sterling and should be settled in GBP £ sterling. In the event that payment is received in any other currency the debt will not be deemed as settled until all bank charges and exchange charges incurred by The Company have been paid in full by the customer.
- i Telephone calls may be monitored and recorded for quality and training purposes

Delivery

- 4 a Carriage will be charged extra and current carriage charges are available upon request. Times of delivery cannot be guaranteed and The Company cannot be held responsible for errors arising outside of its control. Any times quoted for despatch are to be treated as estimates only and in no circumstances will The Company be liable for loss or damage of any kind whatsoever caused directly or indirectly by any delay in the delivery of the Goods.
- b No claim for damage in transit, shortage of delivery or loss of products will be entertained unless the customer shall have given to The Company written notice of such damage, shortage or loss with reasonable particulars thereof, within five working days from the date of delivery. Any claims for damage, shortages or losses shall also be notified by the customer to the carriers in the manner and within the time limit stated in the carrier's terms and conditions. If the customer fails to give the appropriate notice(s), the customer's claim will be deemed to have been waived and absolutely barred.

Guarantee & returns

- 5 a The customer acknowledges that The Company is not the manufacturer of the Goods. The Company will endeavour to transfer to the customer the benefit of any warranty or guarantee given by the manufacturer or supplier of the Goods to The Company, such guarantee (if applicable) to be limited to free replacement of the Goods subject to compliance with these Conditions of Sale.
 - b In order to enforce the Manufacturer's guarantee, the Goods must be returned to The Company at the customer's expense adequately packed and accompanied by a returns advice note giving the returns numbers as advised by The Company and a copy of the invoice and details of the date when the Goods were supplied, within one month from the date of the invoice.
 - c All goods are sold as non-returnable unless prior arrangement has been agreed by The Company.
 - d Goods received by The Company without a returns number and a copy of the original invoice will not be accepted. The Company may at its discretion charge a minimum re-stocking fee of 50% of the value of the Goods to be returned. The following products will not be accepted for credit repayment: products fitted, used, defaced, or with damaged packaging.
 - e The Company will be under no liability under the contract for any personal injury, death, loss or damage of any kind whatsoever (other than death or personal injury resulting from The Company's negligence) whether consequential or otherwise including, but not limited to, loss of profits and The Company hereby excludes all conditions, warranties and stipulations express or implied, statutory, customary or otherwise which but for such exclusion would or might subsist in favour of the customer except that such exclusion will not apply to:-
 - i Any implied condition that the seller has or will have the right to sell the goods when the property is to pass; or
 - ii When the buyer deals as a consumer as defined in section 12 of the Unfair Contract Act 1977, any implied term relating to the conformity of the goods with their description or sample or as to their quality or fitness for particular purpose.
 - f In no circumstance will The Company or its employees, agents or sub contractors be liable for any loss or damage of any kind whatsoever (other than death or personal injury resulting from The company's negligence) whether consequential or otherwise caused directly or indirectly by any negligence or other tortious act or breach of statutory duty on the part of The Company or on the part of any of its employees, agents or subcontractors in connection with or arising out of the manufacture or supply of the goods or in connection with any statement given or made (or advice not given or made) by or on behalf of The Company.
 - g Any goods returned to The Company in accordance with the aforementioned clauses shall belong to The Company.
- 6 Products are supplied on condition that the customer undertakes at all times to take and comply with current legislation (and to draw to third parties' attention and require them to take and comply with) all instructions and recommendations issued with or contained on or relating to the products and all reasonable and prudent precautions as to installation, use, maintenance, cleaning and otherwise.
 - 7 The copyright and all patent and other industrial property rights in The Company's designs, data sheets, packaging and literature shall remain the Company's property and no licence thereunder (except as to the use for which the products are supplied) shall be implied.
 - 8 These Terms and Conditions of Sale are subject to English Law and the Customer shall submit to the non-exclusive jurisdiction of the English Courts.

(August 2010)