

## ACCOUNT APPLICATION

Full Trading Name .....

Trading Address .....

.....

Tel No ..... Fax No .....

Email ..... Web Site .....

If limited company or public limited company, address of registered office

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Year of incorporation ..... Number ..... VAT No .....

If partnership or sole trader please give full names (not initials) and private address(es) of all partners

a) .....

b) .....

Year of commencement .....

Your Bankers Name .....

Address .....

What size is your business? No. of employees ..... Buyers Name .....

Annual Sales .....

References: Names and address of two principal suppliers

1) .....

2) .....

Maximum amount of credit required .....

Name of Managing Director/Managing Partner/Proprietor .....

Name of person responsible for accounts .....

Please enclose a copy of your headed paper with your application.

Our terms are nett monthly. Any goods delivered to account applicant remain the property of Grant Haze (London) Ltd. until such time as they have been paid for in full. Interest will be charged on overdue accounts at the rate of 2.5% per month on the balance outstanding. Should court action prove necessary to recover outstanding sums, you will be liable for all legal and professional costs of Grant Haze (London) Ltd.

I being an authorised officer of this business do agree that payment of all accounts will be received by you (our supplier) within your stated credit terms. I/We appreciate that adherence to this obligation is the essence of the contract between us.

Signed..... Date .....

Position in Company .....

**Grant Haze London Limited**

**Terms & Conditions of Sale**

1. These conditions shall form the basis of a contract between the Company and the Customer. These conditions shall apply except so far as expressly agreed in writing by a person authorised to sign on behalf of the Company. No servant or agent for the Company has the power to vary these conditions orally or make promises or representations about any aspect of the contract whatsoever.
2. Acceptance by the customer of all or any of the goods shall constitute acceptance by the customer of these conditions.
3. No cancellation or variation of the order (in part or in whole) by the Customer is permitted except where expressly agreed in writing by a person authorised to sign on behalf of the Company. Where the goods are returned by the Customer without the Company's consent they will not be accepted for credit.
4. Unless the sale is for cash all accounts are due for payment in strictly 30 days from the date of invoice. The Company reserves the right to charge 8% per annum above the base rate of National Westminster Bank on all overdue accounts in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. All legal costs and expenses incurred by the Company in recovering overdue amounts from the Customer will be recoverable from the Customer
5. The Customer shall not be entitled to withhold payment of any amount payable by reason of any dispute or claim by the Customer
6. The Customer shall not be entitled to set off against any amount payable any amounts due to the Customer from the Company under any other agreement
7. Delivery will have been deemed to have been effected when the goods leave the premises of the Company or the premises of the suppliers to the Company in circumstances where the Goods are delivered direct from the suppliers or when delivery of the goods are by an independent carrier when the Company has delivered the goods to the carrier
8. We reserve the right to revise prices at anytime without prior written notice.
9. Prices quoted by us are exclusive of vat and any delivery charge.
10. Orders taken by telephone will be construed and carried out in accordance with verbal instructions but no liability can be accepted for any inconsistency between those and any written confirmation the Company subsequently receives from the Customer.
11. The date of delivery given by the Company is an estimate only. Time for delivery shall not be of the essence of the contract and the Company shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the goods howsoever caused
12. The goods will be delivered to the Customers place of business. The Company does not accept any liability for any deliveries that cannot be so delivered when the Company has agreed to deliver to an alternative address
13. If the Customer wishes to claim a short delivery, non delivery or damaged goods the Customer must do so within 3 days in writing, failing which the goods will have been deemed to have been delivered undamaged and in accordance with the delivery documents. The Company shall be under no liability in respect of a claim for damaged goods unless a reasonable opportunity to inspect the goods is provided to the Company before any use is made of the goods by the Customer. If the goods are found to be damaged or faulty the Company may at its preference either replace the goods at no extra charge or refund in full the money paid by the Customer for the goods.
14. The liability of the Company for any of the above shall be limited to the provision of any goods not delivered or the replacement of damaged goods.
15. Risk in the goods passes to the Customer on delivery. Title and ownership of the goods remains with the Company until the Customer has paid in full for the goods
16. Nothing in these terms and conditions shall exclude or limit the liability of the Company for death or personal injury, however the Company shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price for the goods.
17. The Company shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of negligence, breach of contract, misrepresentation or otherwise
18. Any notices to be served under these conditions shall be deemed to have been served by first class post to the registered office or the principal trading address of the intended recipient. Notices shall have been deemed to have been served when they would ordinarily have been received in normal business hours.
19. All rights and obligations in connection with the supply of our products shall be governed by the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts

April 2006