

Independent Components

FLUE AND CHIMNEY

APPLICATION FOR A MONTHLY CREDIT ACCOUNT

FULL TRADING NAME AND ADDRESS Telephone no. Fax no.	ACCOUNTING ADDRESS (if different)
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EITHER

OR

To be completed by Limited Company only

Non-Limited Businesses should state full ownership

Company Registration No. Date of Registration Name of Company Secretary Registered Office (if different from above)	Name (s) Address (es)
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TO BE COMPLETED BY ALL APPLICANTS

Credit limit required

Number of employees

Date trading commenced

Trade references (not associated Companies)

(1)

(2)

Name of Bankers

 Address

Sort Code

TO BE COMPLETED BY ALL APPLICANTS

We/I hereby apply for a credit account and agree to pay accounts by the last working day of each month following month of delivery.

We/I hereby agree to operate our/my account in accordance with the conditions of sale which are listed on the reverse of this application form.

SIGNED

On behalf of

Date

PLEASE ATTACH A COPY OF YOUR LETTERHEAD TO THIS APPLICATION

CONDITIONS OF TRADING

1. GENERAL

In these conditions "Seller" means Independent Components Ltd and "Buyer" means any persons or body incorporate who accept a quotation of the Seller for the sale of goods or whose order for goods is accepted by the Seller.

All tenders and quotations are submitted and all orders accepted solely upon and subject to the following terms and conditions to the exclusion of all other terms and conditions except such (if any) as are specifically accepted by the Seller in writing. Acceptance of delivery by the Buyer shall be conclusive evidence of acceptance of these terms and conditions by the Buyer. The Seller does not warrant that any goods are fit for any purpose other than that for which it is manufactured.

2. QUOTATIONS

Quotations are submitted on the understanding that goods supplied will be invoiced at prices ruling at the date of despatch unless otherwise agreed in writing.

3. DELIVERY

- (i) Time for delivery of goods is given as accurately as possible but is not guaranteed unless agreed in writing. Time shall not in any circumstances be of the essence of the contract.
- (ii) Delivery is deemed to have taken place
 - (a) by road, when the delivery vehicle arrives at the site specified or as near thereto as shall be possible on properly constructed roads and the delivery note is tendered to the consignee;
 - (b) by rail, in accordance with the British Railways Standard Terms and Conditions;
 - (c) when collected by the Buyer's vehicle, when the delivery note is tendered to the vehicle driver
- (iii) During unloading at the buyers premises, the Seller shall be deemed to act as agent of the Buyer under the Buyer's supervision.
- (iv) In the case of goods to be supplied by instalments, each delivery shall constitute a separate contract and failure by the Seller for any reason to deliver one or more instalment shall not entitle the Buyer to treat the contract as repudiated.

4. CANCELLATION AND VARIATIONS

- (i) Cancellation of an order cannot be accepted or goods returned for credit unless previously agreed to in writing by the Seller.
- (ii) No variation of any order shall be binding upon the Seller unless the same shall be agreed in writing.
- (iii) In the event that the Seller agrees in writing to accept the return of stock items, a charge of 20% of invoice price will be made, such sum representing a reasonable pre-estimate of the Seller's average costs of collection and administration. Stock items means items normally held in stock by the Seller.
- (iv) Items specially ordered or manufactured or not normally held by the Seller as stock will not be accepted for return or credit.
- (v) Any goods accepted by the Seller for credit must be returned in re-saleable condition.

5. LOSS OR DAMAGE IN TRANSIT

- (i) Goods will normally be despatched by the Seller's own transport. In such cases the Seller will replace, free of charge, goods damaged or lost in transit provided that written notification is given to the Seller within three days of delivery.
- (ii) Goods despatched by carrier will be at the Buyer's risk as regards damage, but will be insured under the carrier's insurance where available. Total non-delivery must be advised within four days of despatch date.

6. INSPECTION/SATISFACTION

The Buyer shall inspect the goods immediately on arrival thereof and shall note shortages, or damage on the delivery note and give notice to the Seller by telephone, fax or telex within three days, with full details of any claim.

7. PACKAGING

Packages where appropriate will be charged by the Seller to the Buyer and credited in full when returned to the Seller's depot in good condition.

8. TITLE IN THE GOODS

- (i) Notwithstanding delivery and the passing of risk in the goods, or any other provision of these conditions, the property and the goods shall not pass to the Buyer until the Seller has received, in cash or cleared funds, payment in full of the price of the goods and all the other goods agreed to be sold by the Seller to the Buyer for which payment is then due.
- (ii) Until such time as the property in the goods passes to the Buyer, the Buyer shall hold the goods as the Seller's fiduciary agent and bailee and shall keep the goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property, but shall be entitled to re-sell or use the goods in the ordinary course of its business.
- (iii) Until such time as the property in the goods passes to the Buyer (and provided the goods are still in existence and have not been resold) the Seller shall be entitled at any time to require the Buyer to deliver up the goods to the Seller, and if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the goods are stored and repossess the goods.
- (iv) The Buyer shall not be entitled to pledge or in any way charge by way of security indebtedness, any of the goods which remain the property of the Seller, but if the Buyer does so, all monies owing by the Buyer to the Seller shall (without prejudice to any right or remedy of the sale) forthwith become due and payable.

9. INSOLVENCY OF BUYER

- (i) This clause applies if:

- (a) the Buyer makes an involuntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
- (b) an encumbrance takes possession or a receiver is appointed of any of the property or assets of the Buyer; or
- (c) the Buyer ceases or threatens to cease to carry on business; or
- (d) the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

- (ii) If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the Buyer and if the goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

10. TERMS OF PAYMENT

- (i) Subject to any special terms agreed in writing between the Seller and Buyer, the Seller shall be entitled to invoice the Buyer for the price of the goods on or at any time after delivery of the goods, unless the goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the goods, in which event the Seller shall be entitled to invoice the Buyer for the product at any time after the Seller has notified the Buyer that the goods are ready for collection or (as the case may be) the Seller has tendered delivery of the goods.
- (ii) The Buyer shall pay the price of the goods no later than the end of the month following the month of invoice and the Seller shall be entitled to recover the product notwithstanding that delivery may not have taken place and the property and the goods have not passed to the Buyer. The time of payment of the price shall be the essence of the contract.
- (iii) If the Buyer fails to make payment on the due date, the Seller may:
 - (a) cancel the contract or suspend any further deliveries to the Buyer;
 - (b) appropriate any payment made by the Buyer to such of the goods 'or the goods supplied under any other contract between the Seller and the Buyer' as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and
 - (c) charge the Buyer interest (both before and after any judgement) on the amount unpaid at the rate of 4% per annum above the Midland Bank plc base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

11. DEFECTIVE MATERIAL AND GOODS

- (i) The Seller agrees to replace or repair at its option goods supplied by it and proved to its satisfaction to be faulty (fair wear and tear or damage due to misuse excepted). Provided that such fault is notified in writing to the Seller within 30 days from the date of despatch from the Seller's work of such faulty goods and before installation of the material. Any free replacement shall include free delivery to the Buyer's premises in England.
- (ii) Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

12. LIABILITY

- (i) The Seller's liability whether in respect of one claim or in the aggregate arising out of any contract shall not exceed the purchase price payable under the contract.
- (ii) Except as specifically provided in these Conditions, no liability is accepted for any direct or indirect costs, damages or expenses relating to damage to property or injury or loss to any person, firm or company or for any loss of profits or production arising out of or occasioned by any defect in or failure of goods or materials or parts thereof supplied by the Seller.
- (iii) The Seller will not be held responsible for unusual wind conditions or turbulence or climatic conditions or geographical conditions which may affect the operation of any chimney and/or appliance. It is for the Buyer to satisfy himself of the suitability of any product intended to be used in any particular location.

13. FORCE MAJEURE

The Seller shall be under no liability for any delay, loss or damage caused wholly or in part of Act of God, Governmental restriction condition or control or by reason of any act done or not done pursuant to a trade dispute whether such dispute involves the Seller's employees or not or by reason of any other matter or thing beyond the reasonable control of the Seller.

14. LAW APPLICABLE

All contracts are deemed to be entered into in England and shall be governed and construed in accordance with English Law and the jurisdiction shall be the courts of England.

15.

In the event of the Seller assigning its rights under this contract, the Buyer shall not be entitled to raise any counterclaim or set-off the Buyer may have against the Seller, against the assignee in answer to any claim for payment by the assignee.