JOINERY FIT-OUT SUPPLIES

A D.I.P.T. Group Company

Application for Credit Facilities

1. FULL TRADING NAME _____

2. PLC/LTD/ PARTNERSHIP/ SOLE TRADER (please delete if not appropriate)

3. LIMITED COMPANIES/ PLC - REGISTERED OFFICE ADDRESS

_____

_____

POSTCODE _____

TEL _____ FAX _____

EMAIL _____ MOBILE _____

4. REGISTERED NO. _____ 5. DATE ESTABLISHED _____

6. PARENT COMPANY _____

7. NON LIMITED COMPANIES - STATE FULL NAME (S) & ADDRESS(ES) OF PROPRIETOR(S) & PREVIOUS ADDRESS IF MOVED WITHIN LAST 3 YEARS

_____

_____

POSTCODE _____ DATE OF BIRTH ___/___/___ POSTCODE _____ DATE OF BIRTH ___/___/___

TEL _____ FAX _____ TEL _____ FAX _____

8. ACCOUNT CONTACT _____ 9. PURCHASING CONTACT _____

10. INVOICING ADDRESS (IF DIFFERENT FROM ABOVE) _____

_____

_____

TEL _____ FAX _____

DO YOU HAVE A STORES? _____ IS IT MANNED? _____

TOTAL CONSUMABLE SPEND PER MONTH _____ TOOL HIRE SPEND PER MONTH _____
(POWER TOOLS, HAND TOOL S, FIXINGS, FASTENINGS , CONSUMABLES ETC)

11. ESTIMATED NETT VALUE OF MONTHLY CREDIT REQUIRED _____

12. NATURE OF BUSINESS _____

13. NAME & ADDRESS OF BANKERS _____

_____

SORT CODE _____ ACCOUNT NO. _____

14. NAME IN WHICH BANK ACCOUNT IS HELD (IF DIFFERENT FROM 1. ABOVE) _____

15. I /WE HEREBY APPLY FOR A CREDIT ACCOUNT TO BE OPENED IN MY/OUR NAME AND FULLY ACKNOWLEDGE AND ACCEPT YOUR NETT MONTHLY TRADING TERMS AND YOUR CONDITIONS OF SALE AND HIRE. I /WE ALSO AUTHORISE DIPT LTD. TO CARRY OUT ANY NECESSARY CHECKS AND HOLD THE RESULTS ON FILE.

SIGNED _____ DATE _____

NAME & POSITION _____

ON BEHALF OF _____

NB: All accounting functions are centralised at Riverside Road, Pride Park, Derby, DE24 8HY and all payments, account queries etc. should be directed to this address in the first instance.

FOR INTERNAL USE

SALES REP CODE _____ INSTIGATED BY _____

ACCOUNT NUMBER _____ TRADE TYPE CODE (SEGMENT) _____

OPENED BY _____ DATE OPENED _____

CUSTOMER PRICE GROUP _____

FS 21107

Joinery Fit-Out Supplies Ltd, Riverside Road, Pride Park, Derby, DE24 8HY.
Tel: 08452 60 20 80 Email: sales@joinerfitout.co.uk
Fax: 08452 60 20 81 Website: www.joineryfitout.co.uk
Registered in England No. 1378621

CONDITIONS OF SALE, SUPPLY AND HIRING OF GOODS BY JOINERY FIT-OUT SUPPLIES LTD (A D.I.P.T. GROUP COMPANY)

PART A: CONDITIONS APPLICABLE TO ALL CUSTOMERS

1. DEFINITIONS

In these conditions, **"consumer"** means any natural person who, is acting for purposes which are outside his trade, business or profession; **"contract"** means any contract for the sale or hiring of any goods which incorporates these conditions; **"goods"** means the goods to be sold or hired under the contract; **"hire charges"** means the charges or rentals for the hire of any goods agreed in the contract; **"price"** means the price for the sale of any goods agreed in the contract; **"we"/"us"/"our"** refers to Joinery Fit-Out Supplies Ltd; **"you"/"your"** means the person, firm or company buying or hiring the goods under the contract; **"warranty"** means any warranty term or condition (express or implied) relating to the quality, condition or description of the goods.

2. APPLICATION OF THESE CONDITIONS

These conditions shall be incorporated into all quotations, offers, orders, acceptances, and contracts for the sale or hire of goods by us.

3. CONSUMERS AND BUSINESSES

If you are a consumer, only Part A of these conditions applies. If you are not a consumer, then Parts A and B of these conditions apply, and Part B takes precedence over Part A.

4. ORDERING

Your order to us is your offer to purchase the goods on these conditions. All orders are subject to written acceptance by us. A quotation by us does not constitute an offer. If we make an offer, it is valid only if your acceptance is received within 14 days from the date of the offer.

5. SALE AND HIRE

We agree to sell or hire (as the case may be) and deliver and you agree to purchase or take on hire (as the case may be) and accept delivery of the goods, on and subject to these conditions. If you are a consumer and these conditions are not acceptable to you, we should be contacted within 7 days and a full refund will be given for unopened and unused goods.

6. SPECIFICATION

The specification for the goods will be the manufacturer's specification for the goods, and is subject to any qualifications or statements contained in brochures, advertisements or other documentation relating to the goods.

7. DELIVERY

(a) **Delivery Time:** We will use our reasonable endeavours to deliver the goods to you by the delivery date agreed with you or, if no date is agreed with you, within a reasonable time. Delivery dates are estimates only. Time of delivery is not of the essence of the contract. If we have agreed a delivery date with you and we have not delivered the goods within 7 days for any reason other than force majeure, you may nominate a reasonable final date on which you want us to deliver the goods. If we fail to deliver by the nominated date you may cancel the contract.

(b) **Place of Delivery:** If we have agreed to deliver the goods to a specified address, we will deliver the goods to that address. If no address is agreed, you will be responsible for collecting the goods from our premises, and in such case you must collect the goods within 7 days of notice from us that the goods are ready for collection.

(c) **Risk:** Risk of damage to or loss of the goods will pass to you when the goods are collected by you or your representative, or delivered to you or your representative or to the agreed delivery address.

(d) **Delivery Arrangements:** If we have agreed to deliver the goods to premises specified by you, you must make reasonable arrangements to receive and off-load those goods during normal working hours, or during such times as we may agree with you. We may hand the goods over to any person who claims to have authority to receive the goods at those premises.

(e) **Loading and Unloading Goods:** Unless we agree otherwise, if you are collecting the goods, you are responsible for loading the goods onto your vehicle, and if we are delivering the goods to you, you are responsible for unloading the goods from our vehicle. In either case, you must provide sufficient persons to be available to load or off-load the goods within a reasonable time.

8. PAYMENT

(a) **Monthly Accounts:** Where monthly account facilities have been granted to you, payment for the goods is to be made in full on or before the last day of the month following the month in which the goods were delivered to you or collected by you.

(b) **Your obligation to pay:** You shall pay the price or hire charges for the goods, and unless otherwise agreed, your payment must accompany your order. If we accept an order without payment, you must pay the price or hire charges in full when we notify you that the goods are ready for delivery. We shall not be obliged to despatch or deliver any goods until payment in full has been received from you.

(c) **Delivery Charges:** Unless otherwise agreed by us in writing, you must pay a reasonable additional charge for delivery of the goods to you or collection of any goods from you, including all costs of carriage, packaging and insurance in transit.

(d) **Invoicing:** We may invoice you for the price or hire charges for the goods and any other amount payable by you at any time after receiving your order.

(e) **Interest:** If the price or any hire charges become overdue, you shall pay to us interest on such overdue amounts at the rate of 4% per cent per annum above the base lending rate of Barclays Bank PLC from time to time in force, running from the date such amount became overdue until payment in full (both before and after judgement). Such interest will be payable daily.

(f) **Suspension of delivery:** We may suspend delivery until payment has been received, in the event that we have reasonable doubts about your ability or willingness to pay on the due date.

(g) **Price Changes:** We shall be entitled to vary the price of the goods by notice to you. Except as stated in Clause 4(c) of Part B, if you do not agree to the change in price, you may cancel your order by written notice to be received by us not later than 7 days after you received notice of the price change from us.

9. WARRANTY

If you are not a consumer the warranty set out in Clause 5 of Part B applies. If you are a consumer, we do not exclude any terms implied into the contract by law as to the quality or condition of the goods or your rights under the Sale of Goods Act 1979. In particular you should note that the following terms are implied by law into this contract under the Sale of Goods Act 1979: that the goods will correspond with their description, be of satisfactory quality and correspond to any samples provided.

10. RETENTION OF TITLE

This clause applies where we are selling goods, and not where we are hiring goods. We will remain owners of the goods until you have paid in full for all goods supplied under the contract, at which time title to the goods will pass to you. If we terminate the contract under Clause 14 of Part A or Clause 9 of Part B, before you have paid for the goods, your right to possession of the goods will end and you shall return the goods to us immediately on demand. Unless otherwise stated, this Clause shall not apply if we give you credit for the price, and that credit is re-payable in 2 or more instalments.

11. HIRE CONDITIONS

Where you are to hire any goods from us (the **"hire goods"**) the following additional terms shall apply:-

(a) **Hire Charges:** Unless otherwise agreed in writing by us, hire charges will be payable in advance of the period to which they relate, in accordance with the agreed payment terms, and in any event all hire charges shall be payable at the latest by the last day of the hire period.

(b) **Hire Period:** The period of hire shall commence on the date of delivery of the hire goods to you or the collection by you of the hire goods. The hire period shall be as agreed in writing by us. If you are a consumer, sole trader, partnership, or unincorporated association, unless the contract is entered into in compliance with the Consumer Credit Act 1974 or if no hire period has been agreed, the hire period shall terminate automatically 3 months from and including the date of delivery.

(c) **Title:** You shall have no property, right or interest in the hire goods other than as hirer and shall not have any right to purchase the hire goods.

(d) **Rights of Access:** You must produce the goods to us for the purposes of inspection, repair, and maintenance promptly on request.

(e) **Care and Risk:** You shall handle, use, protect, and store the hire goods with reasonable care and skill and in accordance with any operating instructions. The hire goods shall be at your risk from the date of delivery to you or collection by you, until the date of re-delivery to or collection by us. If any hire goods are lost, stolen, or damaged whilst at your risk for any reason (other than our negligence or default, or failure of the goods to conform to the requirements of the contract) you shall pay to us the reasonable cost of repairing the hire goods which are capable of economic repair, or the reasonable full new replacement cost of any hire goods which are lost or stolen, or damaged beyond economic repair.

(f) **Possession:** You shall keep the hire goods at all times at the site agreed with us, and the hire goods must not be removed from that site without our authority. If no site is agreed, it shall be the address where we deliver the hire goods, or where you first tell us that the hire goods will be kept. You agree that you will not sell or otherwise part with possession or control of the hire goods.

(g) **Electrical Equipment:** Where the hire goods include any electrical equipment, you must (where reasonable) ensure that they are connected to the correct supply by a qualified electrician, you must not use the hire goods unless they are correctly earthed (unless they are of double insulated construction) and you are responsible for complying with the requirements of the Electricity Specification at Work Regulations 1989 (as amended or replaced).

(h) **Maintenance of Goods and Breakdown Procedures:** You must ensure that the hire goods remain safe, serviceable and clean. However, you will not be responsible for any defect in the hire goods, which is due to the hire goods not conforming to the requirements of the contract. Any breakdown or malfunction of the hire goods must be immediately notified to us. You must not attempt to repair the hire goods unless authorised to do so by us. We will collect the hire goods for examination, but may charge you for collection repairs and return if the breakdown or malfunction is due to your fault or any risk you have responsibility for.

(i) **Redelivery:** You shall promptly return all hire goods to us on demand following the end of the hire period or on earlier termination of the contract. If we delivered the hire goods initially, then we will collect the goods from the same address. If you collected the hire goods from us, then you will be responsible for returning the hire goods to the premises where you collected them or any alternative premises we reasonably nominate.

(j) **Insurance:** Unless otherwise agreed in writing by us, you shall insure all hire goods against theft and all usual risks of loss or damage with reputable insurers for their full replacement value, under a policy which names us as additional insured, without excess, and which confirms that the insurers are not entitled to replace the hire goods. You shall hold in trust for us and pay to us on demand, all monies that you receive from an insurance company or any other source in settlement of any claim relating to the loss, theft or damage of any of the hire goods.

12. FORCE MAJEURE

We will not be liable for any delay or failure in delivering the goods to you, or for any other failure to perform the contract, where due to any event or circumstance beyond our reasonable control, including Act of God, legislation, war, civil commotion, fire, flood, drought, failure of power supply, failure of machinery, lock out, strike, stoppage or other action by our employees or third parties, or owing to any inability to procure any supplies of the goods or parts or materials. Except where we could have reasonably provided for such events or circumstances using reasonable business practice, if due to any such event or circumstance, we have insufficient stocks of the goods available to meet all orders for those type of goods from any persons, we shall be entitled to apportion the available stocks of such goods to such orders as we may decide in our sole discretion. If such event or circumstance continues for more than 1 month either party may terminate the contract without further liability to the other (in which case we will repay any advance payments made by you for undelivered goods and you must still pay for goods actually delivered).

13. LIMITATION OF LIABILITY

(a) **Loss not limited:** Nothing in these conditions shall be construed as limiting or excluding our liability under Part I of the Consumer Protection Act 1987, or for death or personal injury resulting from our negligence, or for fraud or fraudulent misrepresentation.

(b) **Loss for which we are not responsible:** Except as stated in Clause 13(a) above, we shall not be liable to you for any losses that were not foreseeable to both parties when the contract was formed, for losses that were not caused by any breach on our part, or which were not caused by our actions or omissions, and for loss of profits or other business losses. In addition, the limitations of liability in Clause 7 of Part B apply to non-consumers.

14. TERMINATION

We may terminate the contract immediately if:-

(i) the price, hire charges or any other amounts payable by you become overdue and you fail to pay within 14 days of notice from us demanding payment;

(ii) you are in breach of the contract, which is either not capable of remedy, or if capable of remedy is not remedied within 30 days of notice of the breach;

(iii) you are a consumer, and you shall become unable to pay your debts, or commit any act of bankruptcy, or make a voluntary arrangement with your creditors.

15. GENERAL

(a) **Assignment:** You shall not assign the benefit of the contract without our prior written consent.

(b) **Third Party Rights:** No person other than the parties to the contract shall have the right to enforce any term of the contract, and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

(c) **Law and Jurisdiction:** Your order and the contract is governed by English law and you agree that any disputes or claims in relation to your order, the contract or any goods are subject to the exclusive jurisdiction of the English courts.

PART B: ADDITIONAL CONDITIONS APPLICABLE TO NON-CONSUMERS

1. APPLICATION OF THESE CONDITIONS

The contract is the entire agreement and cancels all previous or collateral agreements or understandings between the parties relating to the subject of the contract. Except for the express written terms of the contract, you agree that in entering into the contract you have not relied on any oral or written statement or representation from us or any of our employees. Any terms or conditions proffered at any time by you are hereby excluded. Any person submitting your order or signing the contract warrants that he has authority to do so on your behalf.

2. SPECIFICATION

All specifications and details of the goods (including oral and written) are approximate only.

3. DELIVERY

(a) **Delivery Time:** If we have failed to deliver the goods by any agreed date or time, we shall not be in breach of the contract for delay in delivery or non delivery of the goods, unless you have given to us notice on or after the agreed date for delivery and we have failed to deliver or perform within 60 days following receipt of such notice.

(b) **Instalments:** We may at our option deliver by instalments.

(c) **Export:** Unless otherwise agreed, goods supplied for export will be delivered F.O.B at a British Port notified by us.

(d) **Failure to receive the goods:** If no person is available to receive the goods, when we tender delivery of the goods, we may at our option (1) leave the goods at or immediately outside the delivery address, or (2) return the goods to our premises, in which case you must pay for the cost of returning the goods to our premises and storage of the goods, and (at our option) either collect the goods from us, or pay for the goods to be redelivered by us at another time.

(e) **Inspection:** You shall inspect the goods immediately upon receipt and we shall not be liable for defects, damage, shortages or losses in respect of the goods discoverable on reasonable inspection, unless you notify us of the same within 3 days after receipt. Our liability for shortages, defects, losses and damage with respect to the goods, shall in all circumstances, be limited to (at our option) making good the shortage, defect, damage or loss, by repair, replacement or re-supply, or repaying to you any amounts paid by you for the goods in question.

4. PAYMENT

(a) **VAT:** The price and hire charges are exclusive of VAT, which will be charged at the prevailing rate.

(b) **Time for payment:** Time for making payment shall be of the essence of the contract. You shall pay all costs, losses and expenses we suffer or incur as a result of late payment or non-payment of the price or any hire charges.

(c) **Security for payment:** We reserve the right at any time at our discretion, to demand security for payment before continuing with an order or delivering the goods or any instalment of the goods.

(d) **Price Changes:** We reserve the right to vary the price of goods by any amount attributable to a change in or insufficiency of your instructions, or to any variation in the manufacturer's list price of such goods occurring after the date of order and before the date of delivery or collection by you.

5. WARRANTY

(a) **Scope of Warranty:** The goods are supplied strictly on the terms that you have satisfied yourself of their suitability for your purposes. We give no warranty with respect to the goods save as set out in this paragraph. We shall provide such warranty with respect to material defects in the goods as has been provided to us by the manufacturer of the goods, on such terms and for such period as set out in such warranty.

(b) **Notification of Claims:** You must make any claim under a warranty within 7 days after discovery of any defect in the goods giving full particulars of your claim, and (at our option) return the goods to us or permit us to inspect the goods.

(c) **Our Liability:** You shall give us a reasonable opportunity to correct any breach of warranty, and in rectifying any breach we may (at our option) repair or replace any goods. Alternatively we may elect to refund to you any amounts paid by you for the goods. These remedies shall be our only liability for breach of any warranty. You shall be responsible for the cost of opening up any premises or structure required enabling us to repair or replace any goods.

(d) **False Claims:** We may charge you for all inspections, work, costs and expenses carried out in respect of any claimed breach of warranty if it is subsequently not proved to be a breach of warranty.

(e) **Warranty Exceptions:** We shall not be liable under any warranty in respect of any matter, circumstance, malfunction, fault or damage (1) discoverable on inspection at the time of delivery or acceptance of any goods; or (2) resulting from or constituting normal deterioration or wear and tear; or (3) resulting from any modifications, alterations, additions, maintenance or repairs to the goods made by any person other than us; or (4) resulting from misuse of the goods or failure to handle, store, site, install, use, treat, maintain, or repair the goods with reasonable care and in accordance with any instructions provided by us. All warranties and conditions with respect to the goods shall cease to apply once they have been modified or processed by you.

(f) **Exclusion of Implied Warranties:** All warranties, terms or conditions implied by statute, common law, custom or otherwise as to the condition or quality of the goods, or fitness for purpose of the goods, or correspondence of the goods with any sample or description, are hereby excluded

6. RETENTION OF TITLE

This clause applies where we are selling goods, and not where we are hiring goods. Title to the goods shall pass to you only when you have paid in full for all goods supplied under the contract, and all other sums which are or which become due to us from you on any account and until then title is retained by us. Until title has passed, (1) you shall at your risk and expense insure all goods supplied by us from the date of delivery for their full replacement value against all the usual risks and keep all goods safe and in good condition, stored separately and clearly identifiable as our property with all identifying marks intact and legible, (2) you may use or sell the goods in the ordinary course of your business, (3) if you resell the goods, you hereby declare that you hold any proceeds received from the sale of the goods in trust for us absolutely up to the amount of the price, (4) we may at any time enter your premises for the purpose of inspecting the goods and identifying them as our property, (5) your powers of use or sale of the goods shall terminate immediately on notice from us or on termination of the contract by us or automatically if any of the events referred to in clause 14 of Part A occurs in respect of you.

7. LIMITATION OF LIABILITY

(a) **Liability which is limited:** We limit and/or exclude in these conditions our liability to you for or arising out of (1) any breach of the contract or any warranty or collateral agreement; (2) negligence or breach of statutory duty in performing or in connection with the contract, (3) the acts or omissions of our officers, employees, agents or contractors; (4) misrepresentation (other than fraudulent) in connection with the contract, in each case whether such liability is in contract, tort, statute or otherwise howsoever arising (our **"default liability"**).

(b) **Liability Limit:** Our total default liability to you shall be limited in aggregate for all events and circumstances giving rise to such default liability to the price or the total amount of the hire charges (as the case may be).

(c) **Excluded Loss:** We exclude our default liability to you for (1) any loss of profit, use, bargain, anticipated savings, data, revenue, production, business, goodwill or contract, any increased, wasted or reliance costs or expenditure, (2) any liability of yours to any third party, and (3) any consequential, indirect or special loss.

8. YOUR LIABILITY

(a) **Product risk:** You shall indemnify us and keep us indemnified against all costs, expenses, liabilities, claims and/or proceedings whatsoever in respect of any death or personal injury, or damage to or loss of property (other than the goods themselves) arising out of a defect in the goods, or any non-conformity of the goods with the requirements of the contract or any warranty (including, without limitation, all liabilities incurred under the Consumer Protection Act 1987), or arising out of the delivery, use, non-use, repossession, collection or return of the goods or any part of them, except to the extent due to our negligence.

(b) **Employee Claims:** You must indemnify us for any claims made against us as result of any death or personal injury suffered by our employees whilst on your premises or assisting you to load or unload the goods.

9. TERMINATION

As an additional ground of termination, we may terminate the contract immediately if you are a sole trader, partnership or company, and you (or any partner if a partnership) become unable to pay your debts (within the meaning of Section 123 of the Insolvency Act 1986 or Section 268 of the Insolvency Act 1986 as the case may be), or are liquidated, wound-up or have a petition for winding-up presented against you, or pass a resolution for winding up, or a petition for the appointment of an administrator be presented against you, or have any receiver or administrative receiver appointed in respect of all or any of your undertaking or assets, or are subject to an interim order, or commit any act of bankruptcy, or make any arrangement or otherwise compound or compromise with your creditors.

10. GENERAL

(a) **Notices:** Notices in relation to the contract shall be in writing and be sent by hand, first class post, or facsimile, to the address of the other party stated in the contract or such other address as either party may notify to the other for notices. Notices shall be considered to be received: if sent by hand, on delivery; if sent by post, on the second day from and including the day of posting; if sent by facsimile, on completion of uninterrupted transmission.

(b) **Rights of Entry:** Where we have a right to inspect, repossess or do anything else in relation to any goods in your possession or control, you hereby authorise us to and you shall procure that we shall have the right to enter upon any premises where we reasonably believe those goods are for the purposes of exercising such rights.

(c) **Recovery Costs:** You shall pay to us all costs and expenses (including legal costs) incurred by us to enforce payment of any amounts payable by you under the contract, and to recover any goods in which we retain title or which you fail to return to us when obliged to do so.