

CUSTOMER APPLICATION FORM

Company/Trading Name:

Company Number (If Limited Company):.....

Address:.....

Post Code: **Telephone Number:**

Email Address: **Requested Credit Limit:**

Director/Proprietor Details:

Name(s):.....

Address:.....

Mobile:..... **Email:**.....

Trade Reference 1:

.....
.....

Trade Reference 2:

.....
.....

Bank Details:

Account: **Sort code:**

The information given is a true statement of the facts requested, and I agree to abide by the terms and conditions.

Please note: where credit facility has been agreed, our payment terms are 30 days from invoice. To provide a faster response to your request for credit account, we would like to process personal data relating to the principal(s) of company/trading name(s) listed above in connection with the relevant activities, specifically to disclose your data to credit reference agencies and access their individual credit file(s). Apart from that we will not share your personal data with anyone else and only use it for internal product/market promotions.

Signed: **Print Name:**.....

Date:.....

**Please also sign the T&Cs on the next pages and return with this form.

TERMS & CONDITIONS

1) Definitions

- a) The "Supplier" means AK Builders Merchants Ltd (AKBM) its agents and assigns;
- b) The "Purchaser" means the individual, individuals, firm or company purchasing goods from or otherwise dealing with the Supplier;
- c) The "Goods" means any and all items supplied by the Supplier to the Purchaser.

2) Application of Terms

- a) All quotations and price lists are given and all orders are accepted on these terms, which supersede any other terms in the Supplier's catalogue or elsewhere, and shall override and exclude any other terms stipulated or referred to by the Purchaser whether in his order or in any negotiations, and any course of dealing established between the Supplier and the Purchaser. All orders hereafter made by the Purchaser shall be deemed to be made subject to these terms.
- b) No modification of these terms shall be effective unless specifically accepted in writing and signed by one of the partners in the Supplier.

3) Representations

The Supplier shall be under no liability whatsoever resulting from or arising out of or in connection with or in relation to any statement report or other representation made by any of its partners servants or agents before the contract between the Supplier and the Purchaser was entered into, unless the Purchaser shall give notice in writing to the Supplier before the contract is entered into that it intends to rely on any such statement report or other representation.

4) Refusal of orders

The Supplier reserves the right to accept or refuse any order given on the basis of its quotation or otherwise and in the event of the refusal of any order the Supplier shall not be liable for any loss or damage arising therefrom or in connection therewith or in relation thereto.

5) Quantities

- a) Some items sold by the Supplier are sold by weight based upon the Supplier's experience and knowledge that those items when sold by weight will equal a certain quantity. In cases where a Purchaser orders a quantity of such items which are sold by weight the Supplier gives no guarantee or warranty that the precise number of items will be supplied.
- b) Many products are supplied to the Supplier by manufacturers in boxed quantities. The Supplier gives no guarantee or warranty that such quantities are accurate and accepts no responsibility for any discrepancies. Any box quantities stated are approximate and may change without notice.

6) The Goods

- a) The Supplier undertakes to replace or repair free of charge any Goods supplied which are defective in material or workmanship always provided that;
 - i) whether or not Goods are defective in material or workmanship shall be for the sole decision of the Supplier;
 - ii) the Supplier's undertaking shall only apply in respect of Goods in respect of which a complaint is received by the Supplier within three days of delivery to the Purchaser. Any goods in respect of which this condition applies shall be returned to the Supplier in its original packaging within fourteen days of delivery to the Purchaser.
- b) The Supplier shall be under no liability to the Purchaser whatsoever other than that set out in (a) above. Without prejudice to the generality of the foregoing the Supplier shall be under no liability for any consequential losses howsoever arising.
- c) All conditions, warranties, terms, undertakings and obligations implied by statute, common law, custom, trade usage or otherwise (including without prejudice to the generality of the foregoing, any implied condition, warranty or undertaking as to correspondence of the goods with any contract description given, merchantable quality or fitness for any particular purpose) are hereby wholly excluded.
- d) Without prejudice to the generality of the foregoing, the Supplier shall have no responsibility for providing any guard or protection necessary to comply with any statutory requirements in connection with any of the Goods.
- e) Changes may occur to sizes and specifications of goods and in this event the Supplier may provide an approximate equivalent.

7) Indemnity

The Purchaser hereby undertakes to indemnify and keep indemnified the Supplier its servants and agents against all costs, damages, expenses, penalties, losses and other liabilities whatsoever, including, but without prejudice to the generality of the foregoing, liability for personal injury and death, damage to property and consequential losses, incurred as a result of or arising from or in connection with or in relation to any act, omission, word or deed, whether or not negligent, of the Supplier its servants or agents in pursuance of the supply of Goods hereunder.

8) Prices, Quotations and Payments

- a) Goods will be invoiced and shall be paid for at the prices ruling at the time of despatch. The price list provided by the Supplier is for guidance only and all prices and quotations are subject to variation at any time without notice to the Purchaser.
- b) Payment is due at 30 days following date of invoice. If payment in full is not received by such date the Supplier reserves the right to charge interest on the outstanding balance at 5% above Barclays Bank base rate.
- c) The Supplier reserves the right to demand payment of the price at any time.

9) Small Orders

Orders for parcelled Goods for which the total price is under £100 excluding VAT are subject to a carriage and packing charge. Palletised orders where the total price is under £400 excluding VAT are subject to a minimum carriage and packing charge.

10) Reservation of Title

- a) The property of the Goods shall not pass to the Purchaser until all sums owed to the Supplier on any account whatsoever have been paid notwithstanding that delivery has already taken place.
- b) The Supplier shall be entitled to all rights of access to the Purchaser's premises to enforce its rights hereunder.

11) Delivery and Risk

- a) Unless otherwise stipulated and subject to Clause 2(b) above all Goods for delivery will be despatched by the conveyance of the Supplier's choice. Where the purchaser requires a different means of conveyance any extra cost must be paid by the Purchaser.
- b) Whilst every effort will be made to avoid delay no responsibility is undertaken for meeting any specific delivery dates. Accordingly no liability will be accepted for any direct or indirect loss which may be caused by delayed delivery.
- c) Risk in the Goods shall pass to the Purchaser on delivery.

12) Returned Goods

- a) Subject to (d) below, Goods may be returned to the supplier for credit or exchange for up to ten working days after the date of delivery provided that the delivery note or invoice number is quoted.
- b) Save for Goods returned under clause 6(a) above, returned Goods will only be accepted by the Supplier if they are in a sound and re-saleable condition. Whether Goods are sound and re-saleable shall be for the sole decision of the Supplier. Any goods which the Supplier deems to be not re-saleable will only be returned to the Purchaser at the specific request of the Purchaser and at the Purchaser's expense. Notwithstanding the discretion of the Supplier in deciding whether goods are sound and re-saleable, goods will not be deemed re-saleable if they are returned in anything but their original packaging or the quantities of the goods returned are different from those originally supplied.
- c) Where goods returned for credit or exchange are goods which have been supplied in boxes or in quantities credit notes or exchange of goods will only be given if the goods are returned in their boxes and/or in the same quantities supplied to the Purchaser. Credit notes will only be issued if the Suppliers Collection Note has been issued to the Purchaser.
- d) Save for goods returned under clause 6(a) above, AKBM reserves the right to make a charge for handling and restocking equal to 25% of the sale price of the goods returned.
- e) Goods especially obtained for the Purchaser may not be returned for credit or exchange.
- f) When making a request to return products to us it should be made within the following timescales:

Shortage & damaged goods: 24 hours if signed such on receipt

Picking errors (i.e. wrong goods): 3 working days

Faulty goods: 3 working days

Goods no longer required: 5 working days

You should always obtain a signature (i.e. proof of collection) from the collecting person.

13) Liability

In consideration of the Company accepting instructions from any private limited company, limited liability partnership or PLC, the directors or members thereof hereby guarantee jointly, severally and personally all sums due to the Company with the intent that they should be jointly, severally and personally liable for all sums due, in particular the signatory to this application personally guarantees the performance by the company in all its obligations to the supplier under any contract existing from time to time between them and agrees to indemnify the supplier for any loss suffered as a result of non-performance of these obligations.

14) This contract is governed by English Law

Please sign below and return these T&Cs with your completed application form.

Print:.....

Sign:.....

Date:.....