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Oldham
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**APPLICATION
for
CREDIT ACCOUNT**

Trading Name		Company Reg. No:	
Invoice Address		Reg. Office Address (if different)	
Post Code:		Post Code:	
Tel No:	Fax No:	E Mail Address:	
Partners / Proprietors / Directors (Names & Private Address)			
Type of Business		Buyers Name	
Date of Incorporation		Accts Contact Name	
Date Commenced Trading		Monthly Credit Required: £	Max Total: £
No. of Employees		Order No. Req. Yes <input type="checkbox"/>	No <input type="checkbox"/>
Bankers Name and Address			
A/C Title:		A/C No:	

Trade References

Name	Name	Name
Address	Address	Address
Tel No:	Tel No:	Tel No:
Fax No:	Fax No:	Fax No:
Contact Name:	Contact Name:	Contact Name :

We may make a search with a credit reference agency, which will keep a record of that search. We may also make enquiries about the principal directors or proprietors with a credit reference agency.

I / We have read, understood and agree to comply with your conditions of sale and methods of payment.

Authorised Signature Name in Capitals

Title: Date:

PLEASE ATTACH A COPY OF YOUR LETTERHEAD TO THIS APPLICATION

For Office Use Only

Account Opened	A/c No	Terms	Credit Limit

Registered in England No 1176425
Mark Warren (Managing Director)
Kathleen Hodges (Secretary)

Conditions Of Sale

Definitions

1. In these Conditions, the following expressions shall have the following meanings:-

- (1) "The Company" shall mean Frank Warren Limited.
- (2) "The Buyer" shall mean the person, firm or company with whom the contract to sell Goods is made by the Company whether directly or indirectly through an agent or factor who is acting for or instructed by any such person, firm or company.
- (3) "Goods" shall mean the article or articles described in the contract of sale between the Company and the Buyer.

General

2. These Conditions shall be deemed to be incorporated in all contracts of the Company to sell Goods and in the case of any inconsistency with any order or form on contract sent by the Buyer to the Company or any other communication between the Buyer and the Company whatever may be their respective dates the provisions of these Conditions shall prevail unless expressly varied in writing and signed by a director on behalf of the Company.

Quotations

3. Unless otherwise stated in writing all quotations submitted by the Company are valid for 14 days from the date thereof. The Company reserves the right to revise its quoted prices in the event that the whole of an order for which the Company has submitted a quotation is not placed with the Company. Errors and omissions excepted.

Orders

4. Notwithstanding that the Company may have submitted a quotation no order shall be binding on the Company unless and until it has been acknowledged in writing by the Company.

Prices

5.

(1) The prices payable for Goods shall be the price current at the date of dispatch and in the case of an order for delivery by installments the price payable for each installment shall be the price current at the date of dispatch of such installment and the Company shall be entitled to adjust its quoted prices accordingly.

(2) All prices are exclusive of Value Added Tax and this will be charged at the rate applicable at the time of delivery.

Additional Costs

6. The Company reserves the right to charge the Buyer for any extra cost incurred by the Company through the Buyer's instructions or lack of instructions or through failure or delay in taking delivery or through any act or default on the part of the Buyer its servants or agents.

Terms of Payment

7.

(1) Unless specifically stated to be subject to prompt settlement discount all invoices are nett and due for settlement on or before the last working day of the month following the month of the date of the invoice.

(2) If Goods are delivered in installment the Company shall be entitled to invoice each installment as and when delivery thereof has been made.

(3) If upon the terms applicable to any order the price is payable by installment or if the Buyer has agreed to take specified quantities of Goods at specified times any default by the Buyer in payment of any due installment or failure to give delivery instructions in respect of any quantity of Goods outstanding shall cause the whole of the balance of the contract price to become due forthwith.

(4) The Price of Goods shall be due in full and the Buyer shall not be entitled to exercise any set-off lien or other similar right or claim.

(5) Without prejudice to any other rights it may have the Company is entitled to charge interest at 3% above the then current Base Rate of Barclays Bank plc on any overdue payment.

Delivery

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(1) All times or dates given for delivery of Goods are given in good faith but without responsibility on the part of the Company. Time of delivery shall not be of the essence of any contract nor shall the Company be under any liability for delay whether or not beyond the Company's reasonable control.

(2) No liability for non-delivery partial loss or damage to Goods or for any claim that Goods are not in accordance with the contract will attach to the Company unless claims to that effect are notified in writing by the Buyer to the Company (and in the case of claims for non-delivery partial loss or damage with a copy to the carrier if the Company's own vehicle has not been used) :-

- (a) within three days of delivery for partial loss damage or non-compliance with the contract or
- (b) within three days of the date of the invoice for non-delivery

(3) In the event of a valid claim for non-delivery partial loss damage or non-compliance with the contract the Company undertakes to replace Goods at its expense but shall not be under any further or other liability to any person in connection with such non-delivery partial loss damage or non-compliance

(4) If the Buyer fails to give notice in accordance with Condition 8 (2). Goods shall be deemed to be in all respects in accordance with the contract and the Buyer shall be bound to accept any pay for them accordingly.

(5) The Company reserves the right to make a charge for deliveries made from the Company's premises.

Returned Goods

9. Goods supplied in accordance with the contract cannot be returned without the prior permission of the Company. The Company reserves the right to make a re-stocking charge.

Passing of Risk and Title

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(1) From the time of delivery the Goods shall be at the risk of the Buyer who shall be solely responsible for their custody and maintenance but, unless otherwise expressly agreed in writing, the Goods shall remain the property of the Company until all payments under the contract for the Goods have been made in full and unconditionally. Whilst the ownership of the Company continues the Buyer shall keep the Goods separate and identifiable from all other goods in its possession as bailee for the Company.

(2) In the event of any resale by the Buyer of the Goods the beneficial entitlement of the Company shall attach to the proceeds of sale or other disposition thereof so that such proceeds or any claim therefore shall be assigned to the Company and until and subject to such assignment shall be held on trust in a separate identified account for the Company by the Buyer who will stand in strictly fiduciary capacity, in respect thereof.

(3) In the event of failure to pay the price in accordance with the Contract the Company shall have power to re-sell the Goods, such power being additional to (and not in substitution for) any other power of sale arising by operation of law or implication or otherwise and for such purpose the Company and its servants and agents may forthwith enter upon any premises or land occupied or owned by the Buyer to remove the Goods

Conditions and Warranties

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(1) The Contract shall not constitute a sale by description or sample.

(2) Any conditions or warranties (whether express or implied by statute common law or arising from conduct or a previous course of dealing or trade custom or usage) as to the quality of the Goods or their fitness for any particular purpose (even if that purpose is made known expressly or by implication to the Company) or as to the correspondence of the Goods with any description or sample are hereby expressly negated.

Defective Goods

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(1) In substitution for all rights which the Buyer would or might have had but for these Conditions the Company undertakes to repair or supply free of charge at the place of delivery specified by the Buyer for the original Goods a replacement of Goods in which a serious defect in materials or workmanship appears under proper use within three months of delivery provided that Goods have been accepted and paid for by the Buyer.

(2) In the case of Goods not manufactured by the Company, the Company will pass on to the Buyer to the extent that it is able any benefits obtainable under any warranty given by the Company's supplier provided that the Goods have been accepted and paid for by the Buyer.

(3) In order to exercise its rights under this Condition 12 the Buyer shall inform the Company within 14 days of the date when such defect appeared or ought reasonably to have been discoverable.

(4) Nothing herein shall have the effect of excluding or restricting the liability of the Company for death or personal injury resulting from its negligence.

Consequential Loss

13 The Company shall not be liable for any costs claims damages or expenses arising out of any tortious act or omission or any breach of contract or statutory duty calculated by reference to profits income production or accruals or by reference to accrual of such costs claims damages or expenses on a time basis.

Catalogue Price Lists and Advertisements

14 All price lists catalogues and other advertising matter of the Company are for illustration only and no particulars therein form part of any contract with the Company or vary or override in any way any of these Conditions.

Force Majeure

15. The Company shall be entitled to delay or cancel delivery or to reduce the amount of Goods delivered if it is prevented from or hindered in delivery Goods through any circumstances beyond its control.

Default or Insolvency of Buyer

16. If the Buyer shall be in breach of any of its obligations under the Contract or if any distress or execution shall be levied on the Buyer's property or assets or if the Buyer shall make or offer to make any arrangement or composition with his creditors or commit any act of bankruptcy or if any bankruptcy petition be presented against him or (if by the Buyer is a company) if any Resolution or Petition to wind up such company shall be passed or presented or if a Receiver of the whole or any part of such company's undertaking property or assets shall be appointed or if the Company on any other reasonable grounds concludes that the Buyer's credit is unsatisfactory the Company in its discretion and without prejudice to any other right or claim may by notice in writing determine wholly or in part any and every contract between the Company and the Buyer or may (without prejudice to the Company's right subsequently to determine the contract for the same cause should it so decide) by notice in writing suspend further deliveries of Goods until any defaults by the Buyer be remedied.

Limitation of Liability

17. The liability of the Company to the Buyer for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the price of the Goods.

Headings

18 The headings in these Conditions are intended for reference only and shall not affect their construction.

Proper Law

19. The Contract shall in all respects be governed by English Law and shall be deemed to have been made in England and the Buyer and the Company agree to submit to the non-exclusive jurisdiction of the English Courts.