

NEW ACCOUNT / CREDIT APPLICATION FORM

PLEASE FAX BACK TO 01452 509380 - COMPLETE IN BLOCK CAPITALS

Business Name: _____

Trading Status: Plc: Private Limited Company: Partnership: Sole Trader:

Date Business Commenced: _____ Company Reg. Number: _____

Vat Reg. Number: _____ Premises: Home: Shop: Unit: Other:

Registered Office Address: _____

Trading Name: (If Different than Business Name) _____

Trading Address: (If Different to Registered Address) _____

Delivery Address: (If Different to Trading Address) _____

Ultimate Holding Company: (if any) _____

Sales Contact: _____ Accounts Contact: _____

Tel Number: _____ Tel Number: _____

Fax Number: _____ Fax Number: _____

Mobile Number: _____ Mobile Number: _____

Email Address: _____ Email Address: _____

Previous Trading Style: (if any) _____

Amount of credit you are applying for: £ _____

PLEASE PROVIDE D.A.D. WITH A COPY OF YOUR COMPANY LETTERHEAD

Details of Principals: (Directors, Partners, Proprietors.)

Name: _____ Position: _____

Address: _____

Details of Principals:

Name: _____ Position: _____

Home Address: _____

Bank Details:

Bankers Name: _____ Account Number: _____

Address: _____ Sort Code: _____

Trade Referenced:

Name: _____ Name: _____

Address: _____ Address: _____

Tel Number: _____ Tel Number: _____

I/We have read the attached Terms and Conditions of sale and fully accept them as the terms that will apply to any orders placed with DAD. I/We understand that no variance of these terms will apply without written authority from a Director of Gillmans Ltd trading as DAD. I/We agree that by signing this form, I/we give the authority to approach a third party to carry out the appropriate credit checks.

Name: _____ Position: _____

Signature: _____ as an authorised signatory for the business this application form applies to.

Early Closing or Non Delivery Days Are: _____

Unloading/Parking Restrictions: _____

How did you hear about D.A.D.? _____

NB: COMPLETION AND SUBMISSION OF THIS FORM DOES NOT GUARANTEE A CREDIT ACCOUNT WILL BE OPENED.

DAD OFFICE USE ONLY	
Date referenced taken: _____	Rep: _____
Comments: _____	Insurance Cover: _____
Authorised by: _____	Date: _____

CONDITIONS OF ORDERING

1. a) A minimum order of 3 major appliances (this excludes vacuums and microwaves) b) Order value of £500 to allow for FREE delivery. If the order does not meet any of the above criterias it will be subject to a delivery charge.
2. Delivery is as per schedule but may vary from time to time.
3. Orders must be faxed or rung into us by 12.00 hrs on the day prior to your delivery.
4. First delivery will be cash / cheque on delivery, all following invoices are due for payment 30 days from date of invoice after all references are returned and deemed satisfactory. If account facilities are not agreed the account will remain strictly C.O.D.
5. Orders that go onto 'hold' will not be released until a satisfactory agreement i.e. payment has been made with the credit control department.
6. All quotations are taken from our current price list but are subject to change at any time.

CONDITIONS OF SALE

1. Interpretation

'The Company' means Gillmans Ltd trading as D.A.D 'Buyer' means the person, firm or company named as such. 'Goods' means the article, items or any of them described in this document.

2. Application of Conditions

All orders for goods are subject to the conditions herein set out and override any conditions contained in or referred to in the Buyer's order and any variation of these conditions shall only apply if accepted in writing by a duly authorised officer of the Company.

3. Delivery

- a) Unless otherwise agreed the goods shall be delivered to the Buyer at the Buyer's premises
- b) Where a period is given for delivery, and such period is not extended by mutual consent in writing or otherwise under the provisions of these Conditions the Buyer shall take delivery within that period.
- c) Any time or date for delivery named by the company is an estimate only and the Company shall not be liable for the consequences of delay.
- d) Any order placed and not cancelled within a forty-eight hour period will be subject to a fifteen percent (of total order value) handling charge. This also applies to any non-faulty goods returned at any period of time.

4. Risk and Property

- a) The risk in goods shall pass to the Buyer on delivery.
- b) Notwithstanding delivery and passing of risk the property in the goods shall remain in the Company until the Buyer has paid all the monies owed by it to the Company or any assignee of the debt under this or any other contract or otherwise.
- c) Title of goods is retained by the Company until all monies owed by the Buyer to the Company are paid in full.
- d) The Buyer has the right to sell for the account of the Company any goods in the possession of the Buyer owned by the Company Companies and the Buyer shall be under a fiduciary duty to account To the Company for the proceeds of sale thereof to the extent that any monies are owed by the Buyer to the Company.
- e) Nothing contained in this clause shall give the Buyer the right to return the goods to the Company.

5. Acceptance of Goods

If no written notice is received by the Company within seven days of the date of the delivery of the goods to the Buyer the goods shall be deemed to have been accepted by the Buyer as being in good order and in conformity with the contract. No claims will be accepted thereafter.

6. Payment

In the absence of a separate written agreement for payment terms between the Company and the Buyer, the standard terms as out lined below will apply:

- a) The Buyer shall pay for the goods without deduction at the price stated plus VAT within thirty days from the date of the invoice.
- b) The Buyer shall pay 8% per annum interest on all out standing monies on and over a period of thirty days; pursuant to section 69 of the County Court Act 1984.
- c) The time of payment by the Buyer to the Company shall be deemed to be of the essence of the contract.

7. Suspension of Deliveries

Deliveries may wholly or partially be suspended and at the time of suspension added to the original Contract in the event of stoppage, delay or interruption of work in the establishment of either the Company or the Buyer during the delivery period as a result of strikes, lockouts, trade disputes, breakdowns, accidents or cause whatsoever beyond the control of the Company or the Buyer respectively.

8. Determination of Contract and Rights of Repossession

- a) If the Buyer shall have made default in or commit a breach of the Contract or of any of his obligations to the Company or if any distress or execution shall be levied upon the Buyers property or assets if the Buyer shall make or offer to make any arrangement or composition with creditors or commit any act of bankruptcy or of any petition or receiving order in bankruptcy shall be presented or made against him or if the Buyer is a Limited Company and any resolution or petition to wind up said companies business shall be passed or presented or if a receiver of said companies undertaking, property or assets or any part thereof shall be appointed the Company shall have the right forthwith to determine any Contract subsisting and upon written notice such determination being posted to the Buyers last known address any subsisting Contract shall be deemed without prejudice to any claim or right the Company may otherwise make, exercise.
- b) In the event of the Contract or any Contract being determined pursuant of sub-clause (a) the company shall have the right to enter upon any premises of the Buyer and to take possession of any goods the property of which is vested in the Company pursuant of these Conditions. The Buyer shall take no steps to deny the right to possession of or title to any such goods.

9. Warranty and Defective Goods

- a) The Company shall use its best endeavours to pass on to the Buyer all warranties and guarantees given by the manufacturer or the manufacturers the goods but otherwise the Company does not sell the goods subject to any warranty condition or stipulation either express or implied by common law or by statute is hereby expressly excluded.
- b) In the event of the Buyer giving to the Company notice of non-acceptance pursuant to the provisions of these conditions within the said period of 7 days of the date of delivery then if the Company is satisfied that goods are defective and that such defect arose prior to the said date of delivery then If the Buyer returns the defective goods to the Company at the cost and risk the Company shall replace the goods with equivalent goods or otherwise credit the Buyer with the price of the goods.
- c) The Company shall not be liable for any loss or damage either direct or consequential incurred by the Buyer and arising out of the valid non acceptance of goods or otherwise under the terms of this contract.

10. Law Applicable

These conditions and the Contract shall be subject to and construed in Accordance with English Law.

11. Authorised Officers

Only Directors of the Company have the authority to alter, waive or modify any of the terms or conditions contained herein.

12. Separate Construction of Clauses

All of the clauses and sub-clauses of these conditions shall be read and construed separately and the invalidity of one clause or sub-clause shall not effect the validity of any other clause or sub-clause.

13. Graded Products

All graded products will have flaws, however we will be unable to inform the Buyer as to the precise placement of said flaw.