



NEW ACCOUNT APPLICATION

COMPANY NAME.....

ADDRESS.....
.....
.....

Request credit facilities with your company. If given I/We agree to settle your account in accordance with your conditions of sale, a copy of which is attached. I note these include a retention of title clause.

Signed.....

INVOICE NAME AND ADDRESS

.....
.....
.....

Contact for account queries.....

Tel:.....

Fax:.....

Mobile:.....

Email:.....

COMPANY INFORMATION

How long has business been established?..... **How long at above address**.....

Registered office address.....

VAT No.....

Company Name.....

Company Number.....

Trade Ref (1).....

Trade Ref (2).....

Bankers (name, address, branch, account no).....
.....

Have you ever been refuse credit? **YES/NO**

PLEASE ATTACH A SAMPLE LETTERHEADING OF THE APPLICANTS BUSINESS

CONTINUING GUARANTEE

To Powerworks wholesale Ltd , In consideration of agreeing to grant credit to the company applying for credit, I hereby unconditionally and irrevocably guarantee the due and punctual performance and observance of all the terms and conditions and covenants contained herein on the part of Powerworks wholesale Ltd , and as primary obligor and not merely surety agree to indemnify and keep you indemnified against all action losses proceedings damages and expenses whatever arising as a result of any failure by the company to comply with the terms of this agreement.

I certify that I have checked the particulars on this form, completed in my presence, and to the best of my knowledge and belief, they are correct.

Signed.....

Date.....

Print Name.....

Position.....

CONDITIONS OF SALE

1. **General** All goods supplied by us are sole only upon the following conditions. The placing of an order for any such goods, or the Acceptance of our quotation or tender or of delivery of the goods, includes acceptance of the following conditions. Unless expressly agreed by us in writing, any other terms or conditions (including any which may be contained in your order) are excluded. Unless expressly incorporated in our quotation or tender, all descriptions, illustrations, drawings, dimensions, weights, measures, specifications, standards of performance, or other descriptive matter or precontractual statements are approximate only and shall not form part of the contract. Our record of any order placed by you verbally shall be conclusive as to the type of quantity of produce and the point and date of delivery.
2. **Validity** Unless previously withdrawn, our quotation is open for acceptance within the period stated therein or, when no period is stated, within 30 days after its date, and is subject to written confirmation by us at the time of acceptance. All goods are offered subject to their being available upon receipt of order.
3. **Delivery** Unless otherwise specified, the price quoted includes delivery to any premises specified by you within our vehicle delivery area, full details of which are available on request. The risk in all goods passes to you when they first enter those premises or are placed in store under clause 5. We reserve the right to choose the method of transport, to charge for deliveries outside or vehicle delivery area, and to charge you with all manufacturers carriage charges for special items.
4. **Delivery Times** Any times quoted for delivery are to date from receipt by us of your written order and all necessary information to enable us to put the work in hand.
5. **Delay in Delivery** If we do not receive sufficient forwarding instructions, within 14 days after notification that the goods are ready for dispatch, you will either take delivery or arrange for storage. Otherwise we shall be entitled to arrange storage on your behalf and at your risk, either at our own works (making a charge of 5% of the invoice value of the goods per month) or elsewhere; we shall also be entitled to payment as if the goods have been duly delivered. All charges for storage, insurance or damage will be payable by you.
6. **Acceptance** Unless you give use written notice within 7 days from the date of delivery that the goods are not in conformity with the contract, you are deemed to have accepted the goods.
7. **Passing Of Property** Notwithstanding delivery, all goods supplied by us will remain our absolute property until you pay in full for them and for all other goods previously supplied by us. You will store the goods in such a way that they are readily identifiable as our property, but you may, as trustees for us, sell them to a third party in the normal course of your business. Upon any sale by you of the goods (either alone or with other items) all rights which you have against the buyer shall automatically vest is us. We shall be entitled, immediately, after giving notice of our intention of repossess, to enter upon any premises with such transport as may be necessary and repossess any goods to which we have title under this clause.
8. **Loss Or Damage In Transit** Any shortage or damage must be clearly stated upon the drivers delivery sheet and a written statement of the facts received at our premises and by the carrier (if not ourselves) within 3 days after the date of delivery, otherwise no claim will be entertained. The package and contents should be retained for examination. Written notice of a non-delivery must be received at our premises within 7 days after the date of invoice. Time is of the essence of this clause. Our liability in respect of any claim accepted under this clause is limited to making up the shortage or replacing any goods proved to have been damaged or lost in transit to the point of delivery, and we accept no liability for any loss or damage suffered by you, whether direct or consequential and howsoever arising.
9. **Packing Etc.** Crates, cases, pallets, stillages or skids or other returnable packaging are not included in the quoted price, and will be charged at current rates. You will, however, be credited with the amount charged when it is returned to us in good condition with the amount charged when it is returned to us in good condition within 14 days of the date of our invoice. Cable drums will be charge in accordance with the makers' drum schedules.

Conditions of Sale Continued

10. Prices All goods are sold subjects to the prices and relevant discounts ruling at the time of delivery. Our price, discount rates and conditions or sale may be altered at any time without notice. All discounts and prices are calculated upon a "whole order" or "majority of the order" bases. If, when placing your order you select only certain items or reduced quantities are specified, we must reserve the right to review the discounts and prices at which such orders are accepted.

11. Payment Payment in full without retention or set-off shall be due not later than the end of the month following that in which the goods were delivered, or on earlier demand. If you do not comply punctually with these terms if payment we reserve the right to charge you interest on any amount over due at the rate of 3% over the BARCLAYS BANK base rate current for the time being, and without notice to suspend further deliveries until all arrears (including interest) have been paid and, at are option, to rescind any subsisting contract with you as to all or any parts of future deliveries but without prejudice to any rights already accrued to us under such contracts. Any costs incurred by collection of debts by debt collectors/ agencies/ solicitors, shall be added on to your account.

12. Performance It is your responsibility to determine that all goods are sufficient and suitable for the purpose to which they are to be put. We cannot accept any responsibility either in respect of the installation of any goods or as to the ultimate performance of any product in which the goods may be installed. We shall in no way be liable for any direct or consequential damage, loss or expense arising from any defect or inefficiency caused by the manner in which goods are used.

13. Defects After Delivery All goods supplied by us are manufactured by others. Accordingly, we shall pass on to you the benefit of the warranty, if any, given by the manufacturer of the goods. Our liability under this clause shall be in lieu of any warranty or condition implied by law as to the quality of fitness for any particular purpose of the goods, as we shall not be under any liability, whether in contract, tort or otherwise, in respect of any defects in goods delivered or from any done or omitted in

connection with the good or from any work done in connection therewith.

14. Return Of Goods In no circumstances any goods be supplied against a firm order be returned with our prior consent and the receipt of your advice note stating the reason for the return and the date and number of our invoice. All goods returned must be securely packed and, unless we arranged collection, consigned carriage paid. If we collected we reserve the right to make a handling charge, and the issue of our correction note will not bind us to issue any credit in respect of the goods.

15. Termination We may without prejudice to our other rights and remedies determine the contract or any unfulfilled part of it or withhold further deliveries or make partial deliveries:-

- (a) You fail to make payment on the due date under this or any contract between us;
- (b) You purport to cancel or suspend, or commit any breach of, this or any other contract between us;
- (c) You become insolvent or make any composition with your creditors or have received appointed of all or any part of your undertaking or assets or go into liquidation (save for the purposes of amalgamation or reconstruction) and we shall be entitled to recover from you all our loss including any loss of profit or loss on re-sale.

16. Waiver Any failure by us to enforce any or all these conditions shall not be constructed as a waiver of any of our rights hereunder.