

If you are unsure of the contents of this document we suggest you seek independent legal advice

PLEASE ENCLOSE A SAMPLE OF YOUR COMPANY LETTERHEAD, THIS FORM SHOULD BE COMPLETED IN BLOCK CAPITALS USING A BALL POINT PEN

CUSTOMER NAME

TRADING AS

NB: DATE OF BIRTH **MUST** BE ENTERED WHERE APPLICABLE

ADDRESS

POST CODE

DATE OF BIRTH

TELEPHONE (Inc. STD code)

MOBILE

FAX (Inc. STD code)

IS THE PROPERTY  OWNED  RENTED  LEASED

ACCOUNTS CONTACT

EMAIL ADDRESS

**INVOICE ADDRESS (IF DIFFERENT)**

ADDRESS

POST CODE

TELEPHONE (Inc. STD code)

MOBILE

FAX (Inc. STD code)

PURCHASING CONTACT

EMAIL ADDRESS

**BUSINESS DETAILS**

HOW LONG HAS THE BUSINESS BEEN ESTABLISHED  YEARS

HOW LONG AT THE PRESENT ADDRESS  YEARS

COMPANY STATUS  LTD  PLC  SOLE TRADER  PARTNERSHIP

LIMITED LIABILITY PARTNERSHIP

COMPANY REG. NO.

BANK NAME

SORT CODE

ACCOUNT NO.

**TRADE REFERENCES (NOT ASSOCIATED COMPANIES OF APPLICANT)**

TRADE REFERENCE 1

TELEPHONE (Inc. STD code)

FAX (Inc. STD code)

TRADE REFERENCE 2

TELEPHONE (Inc. STD code)

FAX (Inc. STD code)

DO YOU OR HAVE YOU EVER HELD AN ACCOUNT WITH EXPRESS ELECTRICAL?  YES  NO

IF YES, WHICH BRANCH

COMPANY APPROXIMATE ANNUAL ELECTRICAL SPEND  £0 - £25,000  £25,000 - £75,000

£75,000 - £150,000  £150,000+

**PRINCIPLE DETAILS**

SOLE TRADERS & PARTNERSHIPS MUST PROVIDE FULL NAME & RESIDENTIAL ADDRESS

IF YOU HAVE NOT BEEN AT YOUR CURRENT ADDRESS FOR MORE THAN 3 YEARS, PLEASE PROVIDE PREVIOUS ADDRESSES.

NAME

ADDRESS

POST CODE

DATE OF BIRTH

TELEPHONE (Inc. STD code)

MOBILE

IS THE PROPERTY  OWNED  RENTED  LEASED

NAME

ADDRESS

POST CODE

DATE OF BIRTH

TELEPHONE (Inc. STD code)

MOBILE

IS THE PROPERTY  OWNED  RENTED  LEASED

I being duly authorised on behalf of the purchaser acknowledge and accept the conditions of sale detailed on the reverse of this form and in particular conditions 4 and 10 thereof. In consideration of Express Electrical Distributors Ltd having agreed at my request to supply to the Purchaser goods, I agree to be responsible to Express Electrical Distributors Ltd for the price of all such goods as you may supply to the Purchaser and that this Guarantee is a guarantee and security and my liability under it shall not be affected by Express Electrical Distributors Ltd giving time or any indulgence to the Purchaser. I reserve the right for myself or my personal representatives by notice to revoke this Guarantee at any time as to all future dealing by the Purchaser with Express Electrical Distributors Ltd after the date as such notice but that the giving of such notice shall not affect in any way my liability under this Guarantee in respect of monies owed to Express Electrical Distributors Ltd for goods ordered prior to the date of the receipt of such notice by Express Electrical Distributors Ltd. I understand that if such credit facilities be afforded to the Purchaser the terms of business of Express Electrical Distributors Ltd requires settlement of accounts during the month following the date of the invoice. I give authority for Express Electrical Distributors Ltd to obtain a bank reference from the Purchaser's current Bankers.

NB. ALL INFORMATION GIVEN SHALL BE TREATED WITH THE STRICTEST OF CONFIDENCE AND WILL NOT BE DISCLOSED TO ANY THIRD PARTIES

Authorised Signature .....

Print Name .....

Position held: Director / Partner / Proprietor

Date: .....

**INTERNAL USE ONLY**

BRANCH

REP

AUTHORISED BY

FURTHER INFORMATION

DATE OPENED

ACCOUNT NO.

CREDIT LIMIT REQUESTED  TERMS

CREDIT LIMIT GRANTED  TERMS



express electrical

## EXPRESS ELECTRICAL DISTRIBUTORS LIMITED – STANDARD TERMS & CONDITIONS OF SALE

### 1. DEFINITIONS AND INTERPRETATION

In these Conditions the following words will have the following meanings:  
"Buyer" the person, firm or company whose order for goods is accepted by the Company pursuant to condition 2.2;  
"Company" Express Electrical Distributors Limited (Company No. 01284589);  
"Contract" any contract between the Company and the Buyer for Goods formed in accordance with condition 2.2 and incorporating these Conditions;  
"Goods" the goods to be supplied pursuant to a Contract or any of them;  
"Specification" the specification of the Goods prepared by the Company.

### 2. APPLICATION OF TERMS

- 2.1 Each Contract will be on these Conditions to the exclusion of all other terms and conditions (including any terms the Buyer purports to apply). No variation to these Conditions will have effect unless in writing and signed by a duly authorised representative of the Company.
- 2.2 No Contract will be formed unless and until the Company accepts the Buyer's order in writing (including by email) or (unless previously withdrawn) the Buyer accepts in like manner the Company's quotation within 30 days from its date.

### 3. GOODS

The quantity and description of the Goods will be as set out in the Company's quotation or acceptance of order. This is not a sale by sample.

### 4. PRICE AND PAYMENT

- 4.1 The price for the Goods will be as set out in the Company's quotation (if any) or otherwise in the Company's price list published on the date of delivery and will be exclusive of VAT and delivery costs.
- 4.2 The Buyer shall pay each invoice (without any set-off, withholding or deduction unless required by law or a valid court order) before the last day of the calendar month immediately following the calendar month in which delivery takes place. A discount of 2.5% of the invoice amount (excluding VAT and delivery costs) will apply to any payment received in cleared funds on or before the due date.
- 4.3 If the Buyer fails to pay the Company any sum when due then, without prejudice to any other rights and remedies of the Company, the Buyer shall pay interest to the Company on such sum from the due date for payment at 3% per annum above the base rate from time to time of Royal Bank of Scotland plc, accruing on a daily basis until payment is made, whether before or after any judgment, together with the costs incurred by the Company in collecting that sum. The Company may also suspend the delivery of all or any Goods until full payment has been made.
- 4.4 If an account is not settled before the due date then the company shall be entitled to withdraw any discount of whatever nature given in respect of the Goods and the price payable shall be price after withdrawal of any such discounts.

### 5. DELIVERY

- 5.1 The Company shall use reasonable endeavours to deliver the Goods on or by the date agreed with the Buyer or, if no date is agreed, within a reasonable period. The Goods are at the risk of the Buyer once they have been unloaded at the Buyer's premises or, if collected by the Buyer, once they have been loaded onto the vehicle of the Buyer/its carrier. If the Buyer fails to collect or to accept delivery of the Goods when required:
  - 5.1.1 the Goods will be deemed to have been delivered and risk in them shall pass to the Buyer (including for loss or damage caused by the Company's negligence);
  - 5.1.2 the Company may store the Goods until actual delivery and charge the Buyer for reasonable storage and insurance costs incurred; and/or
  - 5.1.3 the Company may sell the Goods at the best price readily obtainable and charge the Buyer for any shortfall below the price under the Contract.
- 5.2 The Company may deliver plus or minus 10% the quantity ordered and (except where any excess is returned to the Company) the Buyer shall pay for the Goods at the pro rata Contract rate. The Company will have no liability for any shortfall of more than 10% (and the Buyer shall pay price as if delivered fully) unless such shortfall is notified to the Company within 7 days of delivery.
- 5.3 Where delivery of Goods is by instalments, each instalment will be a separate contract and no termination of any one contract will entitle the Buyer to terminate any other contract. The quantity of Goods recorded by the Company on despatch will be conclusive of the quantity received by the Buyer on delivery.

### 6. TITLE

- 6.1 Ownership of the Goods will not pass to the Buyer until the Company has received in cash or cleared funds:
  - 6.1.1 all sums due to it in respect of the Goods; and
  - 6.1.2 all other sums due to it in respect of Goods agreed to be sold by the Company to the Buyer for which payment is then due.
- 6.2 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods on a fiduciary basis as the Company's bailee and keep the Goods properly stored, separate from all other goods of the Buyer or any third party, and protected and insured and identified as the Company's property.
- 6.3 Except where condition 6.4 applies, the Buyer may resell or use the Goods in the ordinary course of its business provided that any such sale shall be effected in the ordinary course of the Buyer's business at full market value and shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
- 6.4 The Buyer's right to possession of the Goods will terminate immediately if the Buyer becomes insolvent or makes any arrangement with its creditors and the Buyer grants the Company and its agents an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them or, where the Buyer's right to possession has terminated, to recover them. The Company will be entitled to recover payment for the Goods notwithstanding that ownership of any Goods has not passed from the Company.

### 7. QUALITY

- 7.1 The Company warrants that the Goods shall on, and for 12 months from, the date of delivery comply with the Specification for such Goods, be free from defects in materials or workmanship and, except where the Specification is bespoke for the Buyers requirements, be suitable for the purpose indicated by or to be reasonably inferred from such Specification.

- 7.2 If any Goods do not comply with condition 7.1, the Company shall at its option repair or replace such Goods (or the defective part) or credit the Buyer with a refund in respect of the whole or a proportionate part of the price of such Goods provided that the Company's obligation under this condition 7.2 will not apply where:
  - 7.2.1 the Buyer fails to afford the Company a reasonable opportunity to examine the Goods; and/or
  - 7.2.2 the Buyer fails to notify the Company of any non-compliance within 7 days of delivery (where the non-compliance should be apparent on reasonable inspection or within 7 days of the non-compliance coming to the knowledge of the Buyer (where the non-compliance is not one which should be apparent on reasonable inspection and in any event within 12 months from the date of delivery);
  - 7.2.3 the Buyer resells or makes any further use of such Goods after giving such notification; and/or
  - 7.2.4 the non-compliance is attributable to an act or omission of the Buyer or to compliance with any Specification which is bespoke for the Buyer's requirements; and/or
  - 7.2.5 the Buyer destroys or marks such Goods or alters or repairs them without the Company's prior written consent.
- 7.3 If the Company complies with condition 7.2 it shall have no further liability for a breach of condition 7.1 in respect of such Goods.
- 7.4 Replacement or refund under condition 7.2 is conditional on the Buyer allowing the Company (at its cost) to collect defective Goods. Any repaired or replacement Goods will be guaranteed on these terms for the unexpired portion of the 12 month period from the date of delivery of the repaired or replacement Goods.

### 8. LIMITATION OF LIABILITY

- 8.1 Except as set out in condition 7.1, and for the conditions implied by section 12 of the Sale of Goods Act 1979 (as amended), all warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law, excluded from each Contract.
- 8.2 Nothing in these Conditions excludes or limits the liability of the Company:
  - 8.2.1 for death or personal injury caused by the Company's negligence; or
  - 8.2.2 under section 2(3), Consumer Protection Act 1987; or
  - 8.2.3 for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
  - 8.2.4 for fraud or fraudulent misrepresentation.
- 8.3 Subject to conditions 7.2, 7.4 and 8.2:
  - 8.3.1 the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of any Contract shall be limited to the price received by the Company under such Contract; and
  - 8.3.2 the Company shall not be liable to the Buyer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with any Contract.

### 9. GENERAL

- 9.1 All intellectual property rights in the Goods and each Specification will, as between the Company and the Buyer, vest absolutely in the Company. The Buyer shall indemnify the Company from and against all liabilities of whatsoever nature which the Company suffers as a consequence of using and/or complying with any Specification which is bespoke for the Buyer's requirements.
- 9.2 In supplying the Goods to the Buyer, the Company is not a distributor within the meaning of the Waste Electrical and Electronic Equipment Regulations 2006 and compliance by the Buyer with those Regulations is a matter solely for the Buyer.
- 9.3 Each Contract is personal to the Buyer who shall not assign it to any person.
- 9.4 The Company will not be in breach of contract or otherwise liable to the Buyer if it is prevented from or delayed in performing its obligations due to any circumstances outside its control.
- 9.5 If any provision of the Contract is found by any court or administrative body of competent jurisdiction to be wholly or partly invalid or unenforceable it shall to the extent of such invalidity or unenforceability be deemed severable and the remaining provisions of the Contract will continue in full force and effect.
- 9.6 The Buyer must ensure the suitability of the Goods for its particular purposes and acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company in respect of any Goods which is not set out in the Contract provided that nothing in this condition 9.6 will exclude any liability which the Company would otherwise have in respect of any statement it has made fraudulently to the Buyer.
- 9.7 The Company and the Buyer do not intend that the provisions of any Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to such Contract.
- 9.8 Each contract shall be governed by English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts in respect of all disputes arising out of it.
- 9.9 To help the Company make credit decisions about the Buyer, to prevent fraud, to check the Buyer's identity and to prevent money laundering, the Company may search the files of credit reference agencies who will record any credit searches on the file of the Buyer (and/or its directors or members). The Company may also disclose details of how the Buyer conducts its account to such agencies. The information will be used by other credit grantors for making credit decisions about the Buyer and the people with whom the Buyer is financially associated, for fraud prevention, money laundering prevention and occasionally for tracing debtors.

### 10. TERMS AND CONDITIONS

The signatory hereby warrants to the Company that he is duly authorised on behalf of the Buyer to sign this application form and hereby confirms that if the Buyer shall make any default whatsoever in the payment of the sums due to the Company under the terms hereof then the signatory shall indemnify and keep indemnified the Company against all losses, damages and costs, including costs incurred in the enforcement of the debt and expenses sustained by the Company through the default of the Buyer provided that not withstanding any forbearance of the Company to enforce against the Buyer in respect of the amounts due to the Company, the signatory shall not thereby be discharged from liability under this condition, nor shall such liability be in any way lessened or effected thereby.