

## CREDIT ACCOUNT APPLICATION FORM

Company name:					
Type of company:	Sole Trader	Partnership	Limited Company	LLP	PLC
Registration No. (If Ltd Co.):					
Address:					
Invoice address: (If different to above)					
Number of employees:		Is the address above:	Owned	Rented	Leased
Email address:	Accounts:				
	Sales:				
	Other:				
Contact numbers:					
Persons authorised to purchase on the account:					
Account password:					

## BANK DETAILS

Name of bank:					
Address:					
Account number:		Sort code:			
Preferred payment method:					
VAT number:		Number of years business has been trading:			
Credit terms requested:					
Amount of credit required (£):					

Please supply one of the following as proof of identification

- Limited company: Company letterhead
- Sole trade/partnership: Proof of address (bank or credit card statement or driving license)

Signed:		Signed:	
Name:		Name:	
Position:		Position:	
Date:		Date:	

**We respect your privacy**

If you open an account we may search the files of credit reference agencies who will record the search and we may share that information about the way in which you conduct your account with other lenders and with credit reference agencies. If you do not wish us to carry out such a search then please do not complete this form. We may need to disclose your information to our agents. We will record your purchasing preferences and may use your information for marketing. Under the data protection act, you have the right to apply for a copy of the information we hold on you (for which we may charge a small fee) and to correct any inaccuracies. Due to training requirements some telephone calls may be monitored.

**TO BE COMPLETED BY GREEN BROS STAFF:**

Attached proof of I.D	Company letterhead	Drivers licence	
	Bank/credit card Statement	Utility bill	
Branch:		Sales person:	
Market sector applicant works at:	Electrical contractor	Plumbing contractor	Wholesaler
	Developer	Builder	Other

**HEAD OFFICE:**

Credit limit given:		Terms given:	
Signature:		Print:	
			Date:

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# PERSONAL GUARANTEE

**BY ENTERING INTO THIS GUARANTEE YOU MIGHT BECOME LIABLE INSTEAD OF OR AS WELL AS THE CUSTOMER. YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE BEFORE ENTERING INTO THIS GUARANTEE.**

A director of the customer acting as guarantor and indemnifier (Guarantor).

## 1. Definitions

1.1 The definitions and rules of interpretation in this clause apply in this guarantee, along with the definitions and rules of interpretation as detailed in the aforementioned conditions.

Guaranteed Obligations: all present and future payment obligations and liabilities of the Customer due, owing or incurred under the Terms and Conditions with the Supplier (including, without limitation, under any amendment, supplement or restatement of the Conditions, or in relation to any new or increased advances or utilisations).

## 2. Guarantee and Indemnity

2.1 In consideration of the Customer entering into the Conditions, the Guarantor guarantees to the Supplier - Green Bros, whenever the Customer does not pay any of the Guaranteed Obligations when due, to pay on demand the Guaranteed Obligations.

2.2 The Guarantor as principal obliger and as a separate and independent obligation and liability from his obligations and liabilities under clause 2.1 agrees to indemnify and keep indemnified the Supplier in full and on demand from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Supplier arising out of, or in connection with, the Guaranteed Obligations not being recoverable for any reason or any failure of the Customer to perform or discharge any of its obligations or liabilities in respect of the Guaranteed Obligations.

2.3 This guarantee is and shall at all times be a continuing security and shall cover the ultimate balance from time to time owing to the Supplier by the Customer in respect of the Guaranteed Obligations.

2.4 The liability of the Guarantor under this guarantee shall not be reduced, discharged or otherwise adversely affected by act 01 or inaction of the Supplier.

2.5 The Supplier shall not be obliged before taking steps to enforce any of its rights and remedies under this Guarantee to take any action or obtain judgment in any court against the Customer or any other person.

2.6 The Guarantor shall promptly on demand, pay to, or reimburse, the Supplier on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Supplier in connection with the preservation, or exercise and enforcement, of any rights under or in connection with this guarantee or any attempt so to do.

Guarantor signature:		Name:		Date:	
Address:					
Occupation:					
Witness signature:		Name:			

# TERMS AND CONDITIONS OF SALE

## 1. Interpretation/Definitions

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time.

Contract: the contract between the supplier and the customer for the sale and purchase of the goods in accordance with these conditions.

Customer: the person purchasing the goods.

Force Majeure Event: an event or circumstance beyond a party's reasonable control.

Goods: the goods (or any part of them) set out in the order.

Order: the customer's order for the goods.

Supplier: Green Bros LTD.

## 2. Basis of Contract

These conditions apply to the contract to the exclusion of any other terms that the customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

The order constitutes an offer by the customer to purchase the goods in accordance with these conditions. The customer is responsible for ensuring that the terms of the order and any applicable specification submitted by the customer are complete and accurate.

The placing of an order shall only be deemed to be accepted when the supplier issues a written acceptance of the order which may be in the form of a sales invoice, at which point the contract shall come into existence. For any such goods, or the acceptance of our quotation of tender or of delivery of the goods, includes acceptance of the contract.

Unless expressly incorporated in our question or tender, all descriptions, illustrations, drawings, dimensions, weights, measures, specifications, standards of performance or other descriptive matter or pre-contractual statements are approximate only and shall not form part of the contract. Our record of any order placed by the customer verbally shall be conclusive as to the type and quantity of product and the point and date of delivery.

Unless previously withdrawn, our quotation is open for acceptance within the period stated therein or when no period is so stated, within 30 days from its date of issue, and is subject to written confirmation by us at the time of acceptance. All goods are offered subject to being available upon receipt of order.

## 3. Goods

The Goods are described in the supplier's catalogue as modified by any applicable specification. The supplier reserves the right to amend the specification of the goods if required by any applicable statutory or regulatory requirements.

## 4. Delivery

The Supplier shall ensure that:

(a) each delivery of the Goods is accompanied by a delivery note that shows the date of the order, all relevant customer and supplier reference numbers, the type and quantity of the goods (including the code number of the goods, special storage instructions (if any) and, if the goods are being delivered by instalments, the outstanding balance of goods remaining to be delivered.

(b) if the supplier requires the customer to return any packaging materials to the supplier, that fact is clearly stated on the delivery note. The customer shall make any such packaging materials available for collection at such times as the supplier shall reasonably request. Returns of packaging materials shall be at the supplier's expense.

The supplier shall deliver the goods to the location set out in the order or such other location as the parties may agree (Delivery Location) at any time after the supplier notifies the customer that the goods are ready.

Delivery is completed on the completion of unloading of the goods at the delivery location.

Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The supplier shall not be liable for any delay in delivery of the goods that is caused by a force majeure event or the customer's failure to provide the supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the goods.

We reserve the right to choose the method of transport, to charge for deliveries outside our van delivery area, and to charge you with all manufacturers' carriage charges for special items.

## 5. Quality

5.1 All goods supplied by us are manufactured by others. We shall pass on any manufacturer warranty.

5.2 The supplier warrants that on delivery, the goods shall:

(a) be free from material defects in design, material and workmanship;

(b) be fit for any purpose held out by the supplier.

5.3 Subject to clause 5.4, if:

(a) the customer gives notice in writing to the supplier within a reasonable time of discovery that some or all of the goods do not comply with the warranty set out in clause 5.1:

(b) the supplier is given a reasonable opportunity of examining such goods; and

(c) the customer (if asked to do so by the supplier) returns such goods to the supplier's place of business at the customer's cost, the supplier shall, at its option, replace the defective goods, or refund the price of the defective goods in full.

5.4 The supplier shall not be liable for the goods' failure to comply with the warranty set out in clause 5a in any of the following events:

(a) the customer makes any further use of such goods after giving notice in accordance with clause 5.3;

(b) the defect arises because the customer failed to follow the supplier's verbal or written instructions as to the storage, commissioning, installation, use and maintenance of the goods or (if there are none) good trade practice regarding the same;

(c) the customer alters or repairs such goods without the written consent of the supplier;

(d) the defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal storage or working conditions.

5.5 Except as provided in this clause 5, the supplier shall have no liability to the customer in respect of the goods failure to comply with the warranty set out in clause 5.1.

The terms implied by sections 13 to 15 of the 'Sale of Goods Act 1979' are, to the fullest extent permitted by law, excluded from the contract.

These conditions shall apply to any repaired or replacement goods supplied by the supplier.

## 6. Title, risk and Acceptance

6.1 The risk in the goods shall pass to the customer on completion of delivery.

6.2 Title to the goods shall not pass to the customer until:

(a) the supplier receives payment in full (in cash or cleared funds) for the goods, in which case title to the goods shall pass at the time of payment of all such sums; and

(b) the customer resells the goods, in which case title to the goods shall pass to the customer at the time specified in clause 6, subject to clause 6.5(b).

6.3 Until title to the goods has passed to the customer, the customer shall:

(a) store the goods separately from all other goods held by the customer so that they remain readily identifiable as the supplier's property, but you may, as trustees for us, sell them to a third party in the normal course of your business;

(b) not remove, deface or obscure any identifying mark or packaging on or relating to the goods;

(c) maintain the goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

(d) notify the supplier immediately if it becomes subject to any of the events listed in clause 12.1; and

(e) give the supplier such information relating to the goods as the supplier may require from time to time.

6.4 You shall not be entitled to pledge or in any way charge by way of security any of the goods which remain our property but in the event you do so all moneys owing by you to us shall without prejudice to any other right or remedy available to us forthwith become due and payable immediately.

6.5 Subject to clause 6.6, the customer may resell or use the goods in the ordinary course of its business (but not otherwise) before the supplier receives payment for the goods. However, if the customer resells the goods before that time:

(a) title to the goods shall pass from the supplier to the customer immediately before the time at which resale by the customer occurs.

(b) all rights which you have against the buyer shall automatically vest in us.

6.6 If before title to the goods passes to the customer, the customer becomes subject to any of the events listed in clause 12.1, then, without limiting any other right or remedy the Supplier may have:

(a) the customer's right to resell the goods or use them in the ordinary course of its business ceases immediately; and

(b) the supplier may at any time:

(i) require the customer to deliver up all goods in its possession that have not been resold, or irrevocably incorporated into another product; and

(ii) if the customer fails to do so promptly, enter any premises of the customer or of any third party where the goods are stored in order to recover them.

6.7 Unless you give us 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. Loss or Damage In Transit

Any shortage or damage must be clearly stated 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 any non-delivery must be received at our branch within 7 days of the associated 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 storage 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 how so ever arising.

- 8. Price and payment**
- 8.1 The price of the goods shall be the price set out in the order, or, if no price is quoted, the price set out in the suppliers published price list in force as at the date of delivery.
- 8.2 The supplier may, by giving notice to the customer at any time before delivery, increase the price of the goods to reflect any increase in the cost of the goods that is due to:  
 (a) any factor beyond the supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);  
 (b) any request by the customer to change the delivery date(s), quantities or types of goods ordered, or the specification; or  
 (c) any delay caused by any instructions of the customer or failure of the customer to give the supplier adequate or accurate information or instructions.
- 8.3 The price of the goods:  
 (a) excludes amounts in respect of value added tax (VAT), which the customer shall additionally be liable to pay to the supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and  
 (b) excludes the costs and charges of packaging, insurance and transport of the goods, which shall be invoiced to the customer.
- 8.4 The supplier may invoice the customer for the goods on or at any time after the completion of delivery.
- 8.5 The supplier upon reasonable notice exclusively reserves the right to amend or recall any invoice issued it believes contain an error(s) or omission(s). Payment provisions for the revised invoice shall be set by the supplier in writing to the customer.
- 8.6 The customer shall pay the invoice in full and in have cleared funds within 30 days of the date of the invoice, unless alternative account terms have been agreed and signed over in the application form. Payment shall be made to the bank account nominated in writing by the Supplier. Time for payment is of the essence.
- 8.7 If the customer fails to make any payment due to the supplier under the contract by the due date for payment, then the customer shall pay interest on the overdue amount in accordance with the 'provisions of the late payment of commercial debts (interest) Act 1988'. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment the customer shall pay the interest together with the overdue amount. The supplier may also claim all reasonable administration costs and any legal costs incurred in the recovery of all outstanding amounts.
- 8.8 The customer shall pay all amounts due under the contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the customer against any amount payable by the supplier to the customer.
- 9. Performance**
- It is the customer's responsibility to determine that the goods are sufficient and suitable for the purpose, as found under clause 5. 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 or modified. We shall not in any way be liable for any direct or consequential damage, loss or expense arising from any defect or inefficiency caused by the manner in which the goods are used. Nothing in these terms shall exclude or limit liability as found in clause 13.
- 10. Packing**
- 10.1 Crates, cases, pallets, stillages or skids or other returnable packaging are not included in the quoted price and will be charged at the rates from time to time. You will however, be credited with the amount charged when packaging is returned to us in good condition within 14 days of the date of our invoice, all decisions regarding the state of condition shall be solely determined by us. Cable drums will be charged in accordance with the markers drum schedules.
- 11. Return of Goods**
- In no circumstances may goods supplied against a firm order be returned without prior written consent and the receipt of your advice note stating the reason for the return and the date and number of the associated invoice. All goods returned must be securely packed in original packaging and, unless we arrange collection, consigned carriage paid, as per clause 10. If we collect we reserve the right to make a reasonable handling charge, and the issue of our collection note shall not bind us to issue any credit in respect of the goods.
- 12. Termination**
- 12.1 Without limiting its other rights or remedies, the supplier may terminate this contract with immediate effect by giving written notice to the customer if:  
 (a) the customer commits a material breach of any term of the contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;  
 (b) the customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business (or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction);  
 (c) the customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or  
 (d) the customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 12.2 Without limiting its other rights or remedies, the supplier may terminate the contract with immediate effect by giving written notice to the customer if the customer fails to pay any amount due under the contract on the due date for payment.
- 12.3 On termination of the contract for any reason the customer shall immediately pay to the supplier all of the supplier's outstanding unpaid invoices and interest.
- 12.4 Termination of the contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this contract that existed at or before the date of termination.
- 12.5 Any provision of the contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
- 13. Limitation of liability**
- 13.1 Nothing in these conditions shall limit or exclude the supplier's liability for:  
 (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);  
 (b) fraud or fraudulent misrepresentation;  
 (c) breach of the terms implied by section 12 of the 'Sale of Goods Act 1979';  
 (d) defective products under the 'Consumer Protection Act 1987';  
 (e) any matter in respect of which it would be unlawful for the supplier to exclude or restrict liability.
- 13.2 Subject to clause 13.1:  
 (a) the supplier shall under no circumstances whatsoever be liable to the customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the contract; and  
 (b) the suppliers total liability to the customer in respect of all other losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the goods.
- 14. Entire agreement**
- This contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 15. Rights of Third Parties**
- No one other than a party to this contract shall have any right to enforce any of its terms.
- 16. Governing law and Jurisdiction**
- The contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales, as well as be the irrevocable jurisdiction of the courts of England and Wales for any dispute or claim arising out of or in connection with this contract its subject matter or formation.

I confirm I have read and agree to the terms and conditions of sale as set out above.

Signature:	Name:	Date:
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