



Credit Account Application Form

Trading Title

Trading Address

Telephone FAX

Mobile Email

Company Registration No..... VAT No.....

Delivery Address If Different From Above – Please Note Any Special Instructions Including Opening Hours / Early Closing Times etc.

.....

.....

.....

How Long Have You Been Trading

Type of Business : SOLE TRADER / PARTNERSHIP / LIMITED COMPANY / OTHER

If Sole Trader or Partnership Please Give Name(s) and Home Address(s)

.....

.....

.....

..... Tel..... Tel.....

Please Give Bank Details and Names of Two Trade Referees Below. Please Also Complete The Reference.

Bankers Name

| | |
|-------------------|-------------------|
| Trade Reference 1 | Trade Reference 2 |
| | |
| | |
| | |
| Tel..... | Tel..... |

I Wish To Apply For a Credit Account to Be Operated Under The Terms And Conditions Set Out On The Attached Sheet

Signed..... Print.....

Position..... Date.....

Head Office:- M.J. Gowling Ltd, The Old Chapel, Towcester, Northants, NN12 6DB
Please either return the completed form to a branch or fax to accounts on 0845 8388 392



REFERENCE REQUEST AUTHORISATION 1

We hereby give our authorization for Laser Flooring Supplies/DMS Flooring Supplies to apply for a reference in connection with our application for a credit account.

Your Company/Name

Trading Address

.....

Tel No

Authorised By

Please print full name

Position

Signed

Trade/Bank Referee

Address

.....

.....

Tel No

Fax No



REFERENCE REQUEST AUTHORISATION 2

We hereby give our authorization for Laser Flooring Supplies/DMS Flooring Supplies to apply for a reference in connection with our application for a credit account.

Your Company/Name

Trading Address

.....

Tel No

Authorised By

Please print full name

Position

Signed

Trade/Bank Referee

Address

.....

.....

Tel No

Fax No



Terms and Conditions

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these conditions.

Contract: any contract between you and us for the sale and purchase of the Goods, incorporating these conditions.

Delivery Point: the place where delivery of the Goods is to take place under condition 4.

Goods: any goods agreed in the Contract to be supplied to You by Us (including any part or parts of them).

Us, We or Our: MJ Gowlings Limited registered in England and Wales with Company Number **03338815** whose registered office is at 186 Watling Street East, Towcester, Northamptonshire, NN12 6DB.

You or Your: the person, firm or company who purchases the Goods from Us.

1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 Words in the singular include the plural and in the plural include the singular.

1.4 A reference to one gender includes a reference to the other gender.

1.5 Condition headings do not affect the interpretation of these conditions.

2. APPLICATION OF TERMS

2.1 Subject to any variation under condition 2.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which You purport to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed on, delivered with or contained in Your purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 These conditions apply to all Our wholesale sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by one of our Directors or [Sue Hirst]. You acknowledge that You have not relied on any statement, promise or representation made or given by or on behalf of Us which is not set out in the Contract. Nothing in this condition shall exclude or limit Our liability for fraudulent misrepresentation.

2.4 Each order or acceptance of a quotation for Goods by You from Us shall be deemed to be an offer by You to buy Goods subject to these conditions.

2.5 No order placed by You shall be deemed to be accepted by Us until a picking list or invoice or other document is issued by Us or (if earlier) We deliver the Goods to You.

2.6 You shall ensure that the terms of Your order and any applicable specifications are complete and accurate.

3. DESCRIPTION

3.1 The quantity and description of the Goods shall be as set out in Our picking list or invoice or acknowledgement of order.

3.2 All samples, drawings, descriptive matter, specifications and advertising issued by Us and any descriptions or illustrations contained in Our catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

4. DELIVERY

4.1 Unless otherwise agreed in writing by Us, delivery of the Goods shall take place at Our place of business.

4.2 You shall take delivery of the Goods within 14 days of Us giving it notice to You that the Goods are ready for delivery.

4.3 Any dates specified by Us for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

4.4 Subject to the other provisions of these conditions We shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by Our negligence), nor shall any delay entitle You to terminate or rescind the Contract unless such delay exceeds 60 days.

4.5 If for any reason You fail to accept delivery of any of the Goods when they are ready for delivery, or We are unable to deliver the Goods on time because You have not provided appropriate instructions, documents, licences or authorisations:

(a) risk in the Goods shall pass to You (including for loss or damage caused by the Company's negligence);

(b) the Goods shall be deemed to have been delivered; and

(c) We may store the Goods until delivery, whereupon You shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

4.6 You shall provide at the Delivery Point and at Your expense adequate and appropriate equipment and manual labour for loading the Goods.

4.7 We may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.

4.8 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle You to repudiate or cancel any other Contract or instalment.

5. NON-DELIVERY

5.1 The quantity of any consignment of Goods as recorded by Us on despatch from Our place of business shall be conclusive evidence of the quantity received by You on delivery unless You can provide conclusive evidence proving the contrary.

5.2 We shall not be liable for any non-delivery of Goods (even if caused by Our negligence) unless You give written notice to Us of the non-delivery within 7 days of the date when the Goods would in the ordinary course of events have been received.

5.3 Our liability for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note against any invoice raised for such Goods.

6. CANCELLATIONS

6.1 If You cancel an order after it has been accepted by Us, We will accept cancellation of the order provided that We will not incur any costs as a result of the cancellation.

6.2 If any cancellation costs that We incur are less than any payment received from You in respect of Your order, We will refund the difference to You.

6.3 In the event that any cancellation costs exceed the amount of any payment We receive from You, We will not seek any further payment from You.

7. RISK/TITLE

7.1 The Goods are at Your risk from the time of delivery.

7.2 Ownership of the Goods shall not pass to You until We have received in full (in cash or cleared funds) all sums due to it in respect of:

(a) the Goods; and

(b) all other sums which are or which become due to Us from You on any account.

7.3 Until ownership of the Goods has passed to You, You shall:

(a) hold the Goods on a fiduciary basis as the Company's bailee;

(b) store the Goods (at no cost to Us) separately from all Your or any third party's goods in such a way that they remain readily identifiable as Our property;

(c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

(d) maintain the Goods in satisfactory condition and keep them insured on Our behalf for their full price against all risks to Our reasonable satisfaction. On request You shall produce the policy of insurance to the Company.

7.4 You may resell the Goods before ownership has passed to it solely on the following conditions:

(a) any sale shall be effected in the ordinary course of Your business at full market value; and

(b) any such sale shall be a sale of Our property on Your own behalf and You shall deal as principal when making such a sale.

7.5 Your right to possession of the Goods shall terminate immediately if:

(a) You have a bankruptcy order made against You or You make an arrangement or composition with Your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (You being a body corporate) convene a meeting of creditors (whether formal or informal), or You enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or You have a receiver and/or manager, administrator or administrative receiver appointed in respect of Your undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by You or Your directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for Your winding-up or for the granting of an administration order in respect of You, or any proceedings are commenced relating to Your insolvency or possible insolvency; or

(b) You suffer or allow any execution, whether legal or equitable, to be levied on Your property or obtained against You, or You fail to observe or perform any of Your obligations under the Contract or any other contract between You and Us, or You are unable to pay Your debts within the meaning of section 123 of the Insolvency Act 1986 or You cease to trade; or

(c) You encumber or in any way charge any of the Goods.

7.6 We shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Us.

7.7 You grant Us, Our agents and employees 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 Your right to possession has terminated, to recover them.

- 7.8 Where We are unable to determine whether any Goods are the goods in respect of which Your right to possession has terminated, We shall be deemed to have sold all goods of the kind sold by the Company to You in the order in which they were invoiced to You.
- 7.9 On termination of the Contract, howsoever caused, Our (but not Your) rights contained in this condition 6 shall remain in effect.

8. PRICE

- 8.1 Unless otherwise agreed by Us in writing, the price for the Goods shall be the price set out in Our price list, from time to time.
- 8.2 The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts You shall pay in addition when You are due to pay for the Goods.
- 8.3 We reserve the right to amend Our prices in accordance with any price increases we are subject to as a result of any of Our suppliers amending their prices from time to time.

9. PAYMENT

- 9.1 Subject to condition 9.5, if You hold an account with Us payment of the price for the Goods is due in pounds sterling on the last working day of the month following the month in which the Goods are invoiced, if You hold a cash account with Us payment of the price for the goods is due in cleared funds when You place your order with Us.
- 9.2 If payment referred to in clause 9.1 above is made by the 20th day of the month following the month in which the Goods are invoiced, in relation to account holders only, We may at our discretion, apply a 2.5% discount to any invoice we raise in relation to the provision of the Goods.
- 9.3 Time for payment shall be of the essence.
- 9.4 No payment shall be deemed to have been received until We have received cleared funds.
- 9.5 All payments payable to Us under the Contract shall become due immediately on its termination despite any other provision.
- 9.6 You shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless You have a valid court order requiring an amount equal to such deduction to be paid by Us to You.
- 9.7 If You fail to pay Us any sum due pursuant to the Contract, You shall be liable to pay interest to Us on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Lloyds TSB Bank Plc, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

10. QUALITY

- 10.1 Where We are not the manufacturer of the Goods, We shall endeavour to transfer to You the benefit of any warranty or guarantee given to Us.
- 10.2 We warrant that (subject to the other provisions of these conditions) on delivery, the Goods shall:
- (a) be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
 - (b) be reasonably fit for any particular purpose for which the Goods are being bought if You have made known that purpose to Us in writing and We have confirmed in writing that it is reasonable for You to rely on Our skill and judgement.
- 10.3 We shall not be liable for a breach of the warranties in condition 10.2 unless:
- (a) You give written notice of the defect to Us, and, if the defect is as a result of damage in transit to the carrier, within 3 days of the time when You discover or ought to have discovered the defect; and
 - (b) We are given a reasonable opportunity after receiving the notice of examining such Goods and You (if asked to do so by Us) returns such Goods to Our place of business at Our cost for the examination to take place there.
- 10.4 We shall not be liable for a breach of any of the warranties in condition 10.2 if:
- (a) You make any further use of such Goods after giving such notice; or
 - (b) the defect arises because You failed to follow Our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
 - (c) You alter or repair such Goods without Our written consent.
- 10.5 Subject to condition 10.3 and condition 10.4, if any of the Goods do not conform with any of the warranties in condition 10.2 We shall at Our option repair or replace such Goods (or the defective part) or refund the price of such Goods provided that, if We so request, You shall, at Our expense, return the Goods or the part of such Goods which is defective to Us.
- 10.6 If We comply with condition 10.5 We shall have no further liability for a breach of any of the warranties in condition 10.2 in respect of such Goods.

11. WARNING: LIMITATION OF LIABILITY

- 11.1 Subject to condition 4, condition 5 and condition 10, the following provisions set out Our entire financial liability (including any liability for the acts or omissions of Our employees, agents and sub-contractors) to You in respect of:
- (a) any breach of these conditions;
 - (b) any use made or resale by You of any of the Goods, or of any product incorporating any of the Goods; and
 - (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 11.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 11.3 Nothing in these conditions excludes or limits Our liability:
- (a) for death or personal injury caused by Our negligence; or
 - (b) under section 2(3), Consumer Protection Act 1987; or
 - (c) for any matter which it would be illegal for Us to exclude or attempt to exclude its liability; or
 - (d) for fraud or fraudulent misrepresentation.
- 11.4 Subject to condition 11.2 and condition 11.3 Our 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 the Contract shall be limited to the price paid by You to Us for the Goods.

12. DATA PROTECTION

You acknowledge and agree that details of Your name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of Us in connection with the provision of the Goods to You.

13. ASSIGNMENT

- 13.1 We may assign the Contract or any part of it to any person, firm or company.
- 13.2 You shall not be entitled to assign the Contract or any part of it without Our prior written consent.

14. FORCE MAJEURE

We reserve the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by You (without liability to You) if We are prevented from or delayed in the carrying on of Our business due to circumstances beyond Our reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 60 days, You shall be entitled to give notice in writing to Us to terminate the Contract.

15. GENERAL

- 15.1 Each of Our rights or remedies under the Contract is without prejudice to any other right or remedy we may have whether under the Contract or not.
- 15.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 15.3 Failure or delay by Us in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 15.4 Any waiver by Us of any breach of, or any default under, any provision of the Contract by Us shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 15.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 15.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

16. COMMUNICATIONS

- 16.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post:
- (a) (in case of communications to Us) to Our registered office or such changed address as shall be notified to You by Us; or
 - (b) (in the case of the communications to You) to the registered office of the addressee (if it is a company) or (in any other case) to Your address set out in any document which forms part of the Contract or such other address as shall be notified to Us by You.
- 16.2 Communications shall be deemed to have been received:
- (a) if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
 - (b) if delivered by hand, on the day of delivery.
- 16.3 Communications addressed to the Company shall be marked for the attention of Sue Hirst or Martin Gowing.