

# NEW ACCOUNT APPLICATION FORM

**PLEASE READ & SIGN THE TERMS & CONDITIONS ON THE REVERSE**

THIS FORM COVERS ALL BRANDS & PRODUCTS REPRESENTED OR SOLD BY BUY FOB LLP

**FOR OFFICE USE ONLY**

Agent:	Account No:	Credit Limit:	Source:	Date:	Approved by:
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**PLEASE COMPLETE IN FULL (IN BLOCK CAPITALS)**

Business Name:  
Address:  
Tel Number: Post Code:  
Fax Number:  
Email Address:  
Buyer Name:

If Limited Company, please give:  
Registered Office:  
Tel Number: Fax Number:  
VAT No:  
Registration Numbers:  
Name(s) of Director(s):

If Partnership or Sole Trader, please give FULL personal details of owner(s).  
Name: D.O.B.  
Address:  
Tel Number:

Invoice Address: Post Code:  
Accounts Contact Name:  
Accounts Email Address:  
Accounts Contact Number:

Type of Business: Year Established:  
Credit Limit Required: : Branches:

Trade References Number 1.  
Name:  
Address:  
Tel Number: Fax Number:

Trade References Number 1.  
Name:  
Address:  
Tel Number: Fax Number:

**PLEASE SUPPLY A COPY OF YOUR LETTERHEAD**

I/WE WISH TO OPEN A TRADING ACCOUNT WITH BUY FOB LLP. I/WE HAVE READ AND AGREED TO ABIDE BY THE TERMS AND CONDITIONS OF SALE INCLUDING THOSE WHICH APPLY TO "RISK/TITLE" AND PRICE / PAYMENT OF THE GOODS (AS SET OUT ON THE DECLARE THAT THE UNDERSIGNED IS THE AUTHORISED SIGNATORY TO SIGN FOR THE UNDERSTAND THAT BUY FOB LLP MAY PERFORM THE APPROPRIATE CREDIT CHECKS / PASS ON DETRIMENTAL INFORMATION TO OUR INSURERS AT ANY TIME.

**SIGNED:** \_\_\_\_\_ **BLOCK CAPITALS:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ (e.g. PROPRIETOR, DIRECTOR)

# TERMS & CONDITIONS

## GENERAL CONDITIONS OF SALE OF BUY FOB LLP PLEASE READ BEFORE SIGNING BELOW

In these Conditions:

BUY FOB LLP ("THE COMPANY") CONDITIONS OF SALE

### 1) DEFINITIONS

- a) The "Goods" and/or the "Services" means the articles or things, or the facilities or any of them described in the Contract.
- b) The "Buyer" means the person, firm or company with whom the contract is made by the Company for the sale of the Goods or supply of Services.
- c) The "Contract" means these Conditions of Sale, the Buyer's order for the Goods or Services and the Company's acknowledgement of order (if any), and if there is any inconsistency between the documents comprising the Contract or with the terms of any order, letter or form of contract sent by the Buyer, whatever their respective dates, these conditions will prevail except where the Company has expressly agreed otherwise in writing.

### 2) ORDERS

- a) These Conditions are deemed to be incorporated in all contracts of the Company with the Buyer.
- b) Acceptance of the Buyer's order is subject to supplies being available and unsold and is only effective where the Company has confirmed acceptance of the order in writing in the Company's usual form or such other form as may have been expressly agreed by the Company.

### 3) RISK AND TITLE TO GOODS

- a) Risk in the Goods shall pass to the Buyer on delivery and the Buyer shall keep the Goods insured in the full replacement value thereof against all insurable risk.
- b) The Goods remain the property of the Company until payment is made on all sums due, (including any default interest), under (a) all contracts between the Buyer and the Company, whether or not the same are immediately due and payable, and (b) all contracts between the Company and the Buyer.
- c) Before title passes under these conditions:
  - (I) The Buyer shall hold the Goods as fiduciary agent and bailee of the Company and shall at its own expense keep the Goods safe and secure and take all reasonable steps to maintain the value of the Goods and store the same so that they are readily identifiable as the Company's Goods. (II) The Buyer may not re-sell or otherwise alienate the Goods. (III) The Company may enter upon any premises of the Buyer at any time in order to recover the Company's Goods, and the Buyer will allow or procure the Company or its employees or agents access to any premises in which the Goods are situated to recover the Goods. The Company shall have the right to re-sell such Goods in addition to any power of sale arising by operation of law or otherwise.

### 4) DELIVERY

- a) Unless otherwise agreed by the Company and the Buyer in writing, the Company shall deliver the Goods to the Buyer at the Buyer's premises.
- b) All dates given for delivery of the Goods are given in good faith but without responsibility on the part of the Company. Time of delivery shall not be of the essence for the purposes of the Contract. In particular but without limitation the Company shall not be liable for any delay beyond the reasonable control of the Company and the Buyer will not be entitled to cancel the Contract or any other contract with the Company or make any claim against the Company by reason of the Company's or its agents failure to meet a stated delivery time.
- c) Goods or Services may be supplied by instalments, and if the delivery of the Goods or performance of Services is made by instalments, the Company may invoice each instalment separately and may suspend delivery or performance of further instalments, until the purchase price of all Goods or Services under the Contract, has been received in full by the Company.
- d) The Buyer agrees to take delivery of Goods or Services on the stated delivery date(s) (or such alternative date(s) as may be agreed with the Company) and will reimburse the Company in full for any costs and expenses incurred by the Company if delivery fails as a result of the Buyer's act or omission.

### 5) PRICE AND PAYMENT

- a) All prices quoted by the Company are ex-works and are exclusive of VAT unless otherwise stated.
- b) The price for Goods or Services will be that applicable on the date of issue of invoice and excludes carriage unless otherwise stated.
- c) Payment for Goods or Services shall be due by the terms agreed on your account in cleared funds without deduction set off or counter claim.
- d) If Buyer fails to pay in accordance with the Contract, the Company may, without prejudice to any other right or remedy available to it, do any of the following:
  - (I) suspend all further deliveries and/or the performance of any Services without notice to the Buyer; (II) charge interest on any outstanding amount at the maximum statutory rate; (III) serve notice on the Buyer to make immediate payment for all Goods or Services supplied or contracted to be supplied under this or any other contract with the Buyer, whether or not such payment would otherwise be due; (IV) sue for the price of Goods and/or Services even if in the case of Goods title may not have passed to the Buyer.
- e) The Company reserves the right to refuse or withdraw credit facilities at any time.

### 6) SPECIFICATION, DAMAGE, SHORTAGE OR LOSS

- a) The information contained in marketing, sales and/or technical literature relating to Goods and Services is for guidance and shall not form part of the Contract. The Company reserves the right to alter the dimensions, design or appearance of the Goods or the personnel or method of delivery of the Services from time to time to comply with applicable standards, test results, laws or for any other reason and will use all reasonable efforts to advise Buyer of any actual or proposed changes. Such changes will not entitle to Buyer to cancel the Contract or any delivery or give rise to any claim against the Company;

- b) Claims for non-delivery must be notified to the Company immediately on receipt of invoice. The Buyer shall be deemed to have inspected the Goods on delivery and must notify any damage or shortage to the Company in writing promptly following delivery. Any damage which is not apparent by inspection must be notified to the Company immediately if it is discovered and the Buyer will not alter, amend or otherwise deal with any Goods so affected until and unless the Company has had the opportunity to inspect the affected Goods and agreed that the Buyer may do so Goods returned to the Company without the Company's prior written consent will not be accepted for credit.
- c) If the Buyer does not give notice in accordance with the Contract, the Goods shall be deemed to conform and be delivered in all respects in accordance with the Contract and the Buyer shall be deemed to have accepted the Goods.

### 7) EXCLUSION OF LIABILITY

- a) The Company shall not be liable for loss or damage to Goods by reason of (I) fair wear and tear, (II) the Buyer's attempting to repair or alter Goods without the Company's consent, or (III) the storage or handling of the Goods by the Buyer.
- b) The Company shall not be liable for death or personal injury except where attributable to the Company's failure to exercise reasonable care.
- c) The Company shall not be liable for any special or indirect loss, loss of profit or consequential loss of the Buyer. Where Goods or Services are supplied for the purpose of a business, the Company's liability (save in respect of death or personal injury as aforesaid) is limited to the price of the Goods or Services giving rise to the claim.
- d) The Company shall not be liable for any failure to perform by reason of events outside its control.

### 8) CANCELLATION

- a) Cancellation by the Buyer must be made in writing and received at least 14 working days before the given date of delivery of the Goods or supply of the Services. The Buyer will pay any additional costs and expenses of the Company resulting from cancellation.
- b) Revisions to private label orders are possible, even after order confirmation but these revisions must be made in writing and approved by Buy FOB stating the Company's agreement of this change. Private Label orders where buyers order or contract has been submitted cannot be cancelled.

### 9) GENERAL

- a) The Buyer may not assign the benefits of this Contract without the Company's prior written consent. The Company may assign or sub-contract the whole or any part of the Contract.
- b) The invalidity or unenforceability of any of these conditions shall not affect the remaining conditions, which shall remain in full force and effect and where appropriate the invalid or unenforceable provision shall be replaced by a valid provision corresponding as far as possible with the void provision.
- c) Waiver, delay or failure to exercise any right or remedy by the Company will not affect its ability to exercise such right or any other right, nor will the exercise of any such right or remedy prevent any further exercise of that or any other right or remedy by the Company.
- d) Third party rights which may otherwise arise under the Contracts (Rights of Third Parties) Act 1999 or any replacement are excluded under the Contract.
- e) The Contract shall in all respects be governed by English Law and the Buyer submits for the Company's benefit to the jurisdiction of the English Courts.
- f) Nothing in this Contract shall affect the statutory rights of any consumer.

### 10) USE OF PERSONAL INFORMATION -

Notice to individual Buyers and/or directors of Buyers

- a) "Personal Information" means personal information relating to an individual which is supplied to the Company by the said individual in connection with an application to open an account with the Company on behalf of a Buyer or which is supplied to or lawfully obtained by the Company at any other time or which it learns from the operation of the Buyer's account and the products and services purchased by that Buyer from the Company.
- b) The Company will use your Personal Information to make enquiries with credit reference agencies which will retain a record of such enquiry and may share such information with other organizations for credit assessments, assess availability of credit insurance and to prevent fraud.
- c) The Company may also monitor and record information relating to your trade credit record and may make such information available to other organisations to assess applications for credit.
- d) The Company may process your Personal Information for the following purposes:
  - (I) to enable the Company to contact you in respect of telephone enquiries and orders (II) to help in the administration of your account (III) to help detect fraud (IV) to keep you informed by letter, telephone or other form of communication of other products and services offered by Buy FOB LLP. (V) IF YOU DO NOT WISH YOUR DATA TO BE HELD OR PROCESSED FOR THE PURPOSE SET OUT IN THIS PARAGRAPH (d), PLEASE WRITE TO THE CREDIT CONTROL DEPARTMENT AT BUY FOB LLP, 1 LITTLE MOUNT SION, TUNBRIDGE WELLS, KENT, TN1 1YS

SIGNED: \_\_\_\_\_ BLOCK CAPITALS: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_ (e.g. PROPRIETOR, DIRECTOR)