



# CREDIT ACCOUNT APPLICATION

Name of Business:	
Trading Name (if different):	
Trading Address:	
Telephone Number:	Fax Number:
How Long At Address:	
Previous Address (If less than 2 years):	
How Long Has Business Been Trading:	Nature Of Business:
Name Of Person Responsible For Payment Of Account On Time:	
Credit Limit required:	
Limited Company Name (if applicable)	
Registered Office:	
Registration No.	Date Incorporated:
Full Names Of Partners/Directors/Proprietor:	
Trade References - Full address and telephone No:	
1.	
2.	
3.	
Name and Address of Bankers:	
Account No:	Sort Code:
	A/C Name:
Declaration by applicant: <i>I/We hereby request you to open a credit account. I, being an authorised signatory confirm our acceptance of your conditions of sale on the reverse of this form. I, being an authorised signatory of this business, agree that payment of all accounts will be received by you (as the supplier) within your stated credit terms and acknowledge that our adherence to this obligation is the essence of the contract between us.</i>	
Full name of person authorising application:-	Signature:-
Position of Signatory:-	Date of Application:-
<b>PLEASE RETURN THIS FORM TO THE ADDRESS BELOW.</b>	

**DEFINITIONS**

"END DESIGN" means End Design Limited, Unit 37 Bookham Industrial Park, Church Road, Bookham, Leatherhead, Surrey, KT23 3EU. The "BUYER" means any person, firm, or company that buys or agrees to buy goods from End Design. "GOODS" means the articles (including any instalment of the articles or parts for them) ordered by the Buyer from End Design. "CONDITIONS" mean these conditions of sale together with any special terms and conditions agreed in writing by End Design and the Buyer.

**CONDITIONS APPLICABLE**

The Buyer's order is accepted upon and subject to these Conditions only to the exclusion of all other terms and conditions subject to which the Buyer's order is made or purported to be made. No variation to these Conditions shall be binding unless agreed in writing by End Design.

**ORDERS AND SPECIFICATIONS**

No order submitted by the Buyer shall be deemed to be accepted by End Design unless and until confirmed in writing by End Design's authorised representative. The quantity, quality and description and any specification for the Goods shall be those set out in End Design's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by End Design). End Design reserves the right to make any changes in the specifications for the Goods which are required to conform with any applicable safety or other statutory requirements or, if the Goods are supplied to End Design's specification, which do not materially affect their quality or performance. The Buyer shall indemnify and keep indemnified End Design against all claims, costs, damages and expenses incurred by or for which End Design may become liable by carrying out any work required to be done on or to the Goods in accordance with the requirements or specifications of the Buyer which results in any claim for infringement of any intellectual property rights vested in another person, firm or company.

**PRICES**

The price is that quoted by End Design and is valid for 28 days or until earlier acceptance by the Buyer. Quoted prices are "ex works" and exclusive of Value Added Tax and other duty levy or tax assessed against the Goods by any Government or other authority. Any prices quoted may (unless otherwise stated in the quotation) be varied by End Design in accordance with cost variations.

**PAYMENT TERMS**

Strictly net cash with order unless a credit account has been established with End Design. Where a credit account has been established with End Design, payment made for each instalment of Goods delivered within 30 days after delivery (whether the Goods are whole or only part of the Goods ordered) and the time of payment of the price shall be of the essence. If the Buyer fails to make any payment on the due date, then without prejudice to End Design's other rights or remedies, End Design shall be entitled to:-

- (a) charge interest at 4% over the Barclays Bank P.L.C. Base rate from time to time on any payment that is overdue until actual payment (both before and after any judgement); (b) to cancel the contract or suspend any further deliveries to the Buyer and (c) to appropriate any payment made by the Buyer to such of the Goods (or the Goods supplied under any other contract between the Buyer and End Design) as End Design may think fit.

**DELIVERY**

Any time or date quoted by End Design for delivery is given and intended as an estimate only. Whilst every endeavour will be made to meet an estimated time of delivery for delivery, End Design shall not be liable to make good any damage or loss whether arising directly or indirectly out of delay in delivery. End Design reserve the right to deliver by instalments against any order. Each delivery shall constitute a separate contract and End Design's failure to deliver any one or more instalments in accordance with the conditions, or any claim by the Buyer in respect of any one or more instalments, shall not entitle the Buyer to treat the contract as a whole as repudiated. Where End Design arranges for delivery to the Buyer's address, the carrier is deemed to be the Buyer's agent. Non-delivery must be reported immediately in writing to End Design and the carriers within 7 days of the date of despatch.

**RISK**

(A) Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery of the Goods. (B) Delivery of the Goods shall be deemed to take place at the time the same are posted by End Design in a package addressed to the Buyer, placed in the hands of any delivery agent or service or if the Buyer collects the Goods, when End Design notifies the Buyer that they are available for collection.

**OWNERSHIP**

Notwithstanding delivery and the passing of risk in the Goods, legal and equitable ownership of the Goods shall remain with End Design until the price of the Goods and all other goods agreed to be sold by End Design to the Buyer, for which payment is then due, has been paid in full. Until that time the Buyer shall:- (a) hold the Goods as End Design's fiduciary agent and Bailee only; (b) keep the Goods separate from those of the Buyer and third parties and properly stored, protected, insured and identified as End Design's property; (c) be entitled to resell or use the Goods in the ordinary course of its business but shall account to End Design for the proceeds of such sale (including insurance proceeds).

End Design may recover the purchase price notwithstanding the fact that ownership has not passed, and the Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of End Design, and, if it does so, all monies owing by the Buyer to End Design shall (without prejudice to any other rights or remedies of End Design) become due and payable immediately.

**ENTRY RIGHTS**

Until property in the Goods passes to the Buyer, End Design shall be entitled at any time to require the Buyer to deliver up the Goods and, if the Buyer fails to do so forthwith, to enter any premises where the Goods are kept to take possession thereof.

**WARRANTY**

Any Goods supplied by End Design which contain defects of materials or workmanship will at the option of End Design be replaced or repaired free of charge provided that:-

- (a) details of any defect are notified to End Design in writing as soon as discovered and in any event within one month of the date of purchase (b) the Goods are returned to End Design within 14 days of End Design being notified of any defect (c) the instructions prescribed by End Design have been strictly followed and the Goods have not been damaged as a result of accident, neglect, misuse or other improper treatment (d) alterations or modifications have not been made or attempted by anyone other than End Design or its authorised agent.
- Other than set out in this Condition all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Except in respect of death or personal injury caused by End Design's negligence, in no circumstances shall End Design be liable for consequential loss or damage (including loss of profit or otherwise) of any nature in relation to the supply of the Goods, or their use or resale by the Buyer.

**FORCE MAJEURE**

End Design will not be liable to the Buyer or deemed to be in breach of contract because of any delay or non-performance directly or indirectly due to any cause beyond End Design's reasonable control including (without limitation) lack of adequate instructions from the Buyer, Governmental regulations or requirements, Acts of God, unavailability of materials, work stoppages, strikes, slow-downs, boycotts or other industrial action and in such a case may wholly or partially suspend shipment of Goods.

**USE OF GOODS**

The Buyer acknowledges that he is exclusively responsible for detailing the specification for all goods ordered from End Design, for ascertaining the use to which they will be put, and for determining their ability to function for that purpose.

**CANCELLATION AND RETURNS**

In the event of the cancellation of an order End Design reserve the right, without prejudice to any other rights or remedies it may have, to charge up to 100% for stock held by End Design pending shipment, up to 100% for items of which End Design cannot cancel delivery with End Design's supplier and up to 50% for the remaining balance. In particular (but without limitation), in the event of cancellation by the Buyer of part only of the order, End Design shall be entitled to re-calculate the price of the uncancelled part of the order as if it constituted the whole order, and re-invoice the Buyer accordingly.

**INSOLVENCY**

No returns will be permitted without End Design's prior consent in writing and must be returned at the Buyer's expense in their original condition and packaging.

Without prejudice to any other right or remedy it may have, End Design shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the Buyer if:-

- (a) the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for purposes of amalgamation or reconstruction); (b) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or (c) the Buyer ceases, or threatens to cease, to carry on business; or (d) End Design reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly; and if the Goods have been delivered but not paid for the price shall become immediately due and payable not withstanding any previous agreement or arrangement to the contrary.

**EXPORT OF GOODS**

In the event of the Goods being exported out of the United Kingdom of Great Britain and Northern Ireland it shall be the responsibility of the Buyer to ensure that the Goods comply with all legal requirements and standards in the countries to which the same are exported and no warranties are made by End Design in this respect and no liability will be accepted by End Design if the Goods are not permitted in the country concerned.

**WAIVER**

The failure on the part of End Design to exercise or enforce any rights conferred by the contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

**SEVERABILITY**

The invalidity of the whole or any part of any of these Conditions shall not affect the validity of the remaining part of the particular Condition or the other provisions of these Conditions.

**NOTICES**

Any notice required to be given hereunder shall be in writing and may be delivered personally or sent to the other party by pre-paid first class post, telex or facsimile at its registered office or principal place of business or last known address, and shall be deemed to have been received, if sent by post, 24 hours after posting and, if sent by telex or facsimile, immediately upon despatch whether or not it is actually received.

**HEADINGS**

Headings to any of these Conditions are included to facilitate reference only and shall not affect the construction hereof.

**LAW**

These Conditions shall be governed by English Law and the English courts shall have jurisdiction in relation thereto.