

Rowenmead Ltd.

Trading as: ELECTRICAL & CONTRACTORS SUPPLIES & OWL SAFETY SYSTEMS APPLICATION FOR CREDIT ACCOUNT

1. Applicant's Details (please complete)

| | |
|--------------------|--|
| Name of Business | |
| Trading Address | |
| Telephone Number | |
| Email Address | |
| Fax number | |
| VAT Number | |
| Nature of Business | |
| Period trading | |

2. Type of Business (please tick)

| | | |
|-----------------|--------------------------|----------------------------------|
| Limited Company | <input type="checkbox"/> | Please complete sections 3 and 4 |
| Partnership | <input type="checkbox"/> | Please complete section 4 |
| Sole Trader | <input type="checkbox"/> | Please complete section 4 |
| Other | <input type="checkbox"/> | Please contact us |

3. Limited Company's Details (if applicable)

Please provide the following details for the company:

| | |
|-----------------------------|--|
| Name | |
| Company number | |
| Registered office address | |
| Full names of all directors | |

4. Contact Details

Please provide the following details for the sole trader or all partners or all directors:

| Full name | Home Address | Telephone Number |
|-----------|--------------|------------------|
| | | |
| | | |
| | | |
| | | |

5. Bank Details

| | |
|-------------------|--|
| Name of Bank | |
| Address of branch | |
| Sort code | |
| Account number | |

6. Trade References

| | |
|------------------------------------|--|
| Name and address of first referee | |
| Name and address of second referee | |

7. Credit Required

| | |
|--------|--|
| Amount | |
|--------|--|

8. Request for Account

- The Applicant requests Rowenmead Limited (trading as Electrical & Contractors Supplies and Owl Safety Systems) ('the Company') to open a credit account for the Applicant.
- The Applicant authorises the Company to contact the Applicant's bank and trade referees and to carry out a credit check.
- The Applicant confirms that it has read and understands the Company's conditions of sale.
- The Applicant accepts that the current version of the Company's conditions of sale (as notified to the Applicant from time to time) will apply to all orders the Applicant places with the Company.
- (if the Applicant is a limited company) All the above named directors of the Applicant have read & agree to be bound by our standard terms & conditions, a copy / copies of which were supplied with this account application form.

9. Signature

| | |
|--------------------------------------|--|
| Signature on behalf of the Applicant | |
| Full name of signatory | |
| Date of signature | |

Company Use

| | |
|----------------------|--|
| Application accepted | |
| Credit Limit | |
| Applicant notified | |

ELECTRICAL & CONTRACTORS SUPPLIES & OWL SAFETY SYSTEMS

1 Interpretation

1.1 In these conditions of sale:

'Company' means Rowenmead Limited (company number 01150394) whose registered office is at 177 Meanwood Road, Leeds, LS7 1JP;

'Conditions' means the conditions of sale set out in this document;

'Customer' means the person, firm or company whose order for Goods is accepted by the Company;

'Delivery Area' means West Yorkshire, North Yorkshire and any other areas agreed by the Company;

'Goods' means any goods which the Company is to supply in accordance with these Conditions.

1.2 In the event that the Customer is a consumer, the provisions of these Conditions do not affect the Customer's statutory rights as a consumer.

2 Basis of the Sale

2.1 The Conditions shall apply to any order of the Customer which is accepted by the Company.

2.2 Any advice or recommendation given by the Company or its employees or agents to the Customer as to the storage, application or use of the Goods is given in good faith as a guide for test purposes only and is followed or acted upon entirely at the Customer's own risk.

3 Orders and Specifications

3.1 The Customer shall be responsible for ensuring the accuracy of its order.

3.3 The Company will supply a copy of the manufacturer's specification for the Goods (if any) to the Customer on request.

3.4 The Company reserves the right to supply Goods subject to changes in their description and/or specification which do not materially affect their quality or performance.

4 Price of the Goods

4.1 The price of the Goods shall be the price specified on the Company's current price list at the date of the Customer's order or such other price as may be agreed.

4.2 All prices are exclusive of any applicable value added tax which is payable in addition.

5 Terms of Payment

5.1 The Company may invoice the Customer on or at any time after the collection or delivery of the Goods.

5.2 The price of the Goods shall be paid on or before delivery unless the Customer has a credit facility in which case the Customer shall pay the price of the Goods by the end of the month following the month shown in the date of the Company's invoice unless otherwise agreed.

5.3 If the Customer fails to make any payment on the due date the Company shall be entitled to:

5.4.1 cancel any outstanding orders;

5.4.2 immediate payment of all outstanding invoices whether then due for payment or not;

5.4.3 charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of two per cent per month, compounded monthly;

5.4.4 charge the Customer for any costs or expenses reasonably incurred by the Company in attempting to recover money due to it from the Customer; and

5.4.5 enter any premises of the Customer or any third party where Goods are stored to repossess any Goods supplied to the Customer by the Company.

6 Delivery

6.1 The Goods may be collected from the Company's premises or, if requested, the Company will deliver. Deliveries within the Delivery Area are free of charge. The Customer shall pay the Company's charges for delivering Goods outside the Delivery Area.

6.2 Any dates quoted for delivery of the Goods are approximate.

6.4 If the Customer fails to take delivery of the Goods or fails to give the Company adequate delivery instructions then the Company may require the Customer to collect the Goods.

7 Risk and Property

7.1 Risk of damage to or loss of the Goods shall pass to the Customer at the time of collection or delivery.

7.2 Ownership of the Goods shall not pass to the Customer until the Company has received payment in full of the

price of the Goods and all other sums for which payment is then due from the Customer.

8 Warranties and Liability

- 8.1 The Company warrants that unless otherwise agreed in writing the Goods will correspond with their manufacturer's specification at the date of the Customer's order.
- 8.3 Any claim by the Customer which would be apparent on inspection of the Goods on delivery (without opening the packaging of the Goods) shall be notified to the Company within 3 working days from the date of delivery. If not the Company shall have no liability for such defect or failure, and the Customer shall be bound to pay the price.
- 8.4 Where any valid claim in respect of any defect in the quality or condition of the Goods or their failure to meet specification is notified, the Company shall be entitled to replace the defective Goods or refund the price of the Goods, but the Company shall have no further liability to the Customer.
- 8.5 Except in respect of death or personal injury caused by the Company's negligence, the Company shall have no liability for any consequential loss or damage.
- 8.6 The Company shall not be liable to the Customer by reason of any delay or failure to perform, due to any cause beyond the Company's reasonable control.

9 Returns

- 9.1 In addition to the right to return faulty or defective Goods in accordance with condition 8 the Customer can return (at the Customer's expense):
 - 9.1.1 Goods the Company keeps in stock for any reason within 7 days of delivery;
 - 9.1.2 other Goods only by prior agreement with the Company and subject to a handling charge.
- 9.2 Provided such Goods are returned in saleable condition the Company will allow the Customer a credit equal to the price of the Goods less the Company's restocking and handling charges.

10 Company's Guarantee

- 10.1 The Company will at its option replace or refund the cost of any Goods which prove defective due to faulty materials of workmanship within 12 months from the date of purchase.
- 10.2 The Company will at its discretion either supply the same or an equivalent item to the Customer or pay the Customer the amount paid by the Customer for the item.
- 10.3 This guarantee does not apply if the Goods have been:
 - 10.3.1 used other than for their intended purpose under normal conditions; or
 - 10.3.2 repaired, worked on, tampered with or dismantled in any way.

11 Personal Guarantee

- 11.1 In consideration of the Company granting credit facilities to the Customer the person signing these Conditions unconditionally and irrevocably guarantees to the Company, and (as primary obligor) undertakes on demand to indemnify the Company against any loss, damage, costs or expense arising out of any default by the Customer in the payment by the Customer of all sums due to the Company for goods supplied to the Customer by the Company.
- 11.2 This personal guarantee and indemnity shall not be affected by any time, indulgence or concession granted to the Customer.

I confirm that I have read, understood and accept the above conditions of sale

Signature.....Name (please print).....

For self and on behalf of.....Position.....

Date.....