



Trade Account Application

Business Type: Limited Company___ Partnership___ Sole Trader___ Other___

Business Details:

Company Name Trading as			
Registered Address			
Post Code		Company Reg No. (if applicable)	
VAT Number:		Website	

Trading Address if different:

Address			
		Post Code	

Accounts address if different:

Address			
		Post Code	

Name and address of your Bank/Building Society:

Name			
Address			
Post Code		Email	

Company contact details:

Department	Name	Telephone Number	Email
Purchasing			
Invoicing			
Payments			

Showroom Contact Details (if more than one show room, please add details on page 2)

Showroom Contact	
Telephone Number	
Email address of sales contact	

Aquavision will contact the showroom from time to time with special offers, new product releases, promotions and price lists.

Name and home address of partner 1

Name		
Address		
Post Code		Email

Name and home address of partner 2

Name		
Address		
Post Code		Email

SHOWROOM DETAILS

Note: PLEASE COMPLETE FOR ALL SHOWROOMS

Showroom Contact		
Telephone Number		
Email address of sales contact		

Showroom Contact		
Telephone Number		
Email address of sales contact		

Showroom Contact		
Telephone Number		
Email address of sales contact		

Showroom Contact		
Telephone Number		
Email address of sales contact		

END

FOR OFFICE USE ONLY:

Sage Ref	HSBC Ref	Date Approved	Credit Limit	Discount	REP	Displaying Outlet	Business Type

FOR OFFICE USE ONLY:

Trade Reference 1	Passed

FOR OFFICE USE ONLY:

Trade Reference 2	Passed

FOR OFFICE USE ONLY:

Trade Reference 3	Passed

FOR OFFICE USE ONLY:

Trade Reference 4	Passed

1. GENERAL

The following are the terms and conditions of Aquavision Distribution Limited

1. "Seller" means the party providing the good or services under these terms and conditions.
2. "Buyer" means the party contracting with the Seller to acquire the good and/or services supplied by the Seller to the Buyer.
3. "Goods" means all goods (by way of intermediate or finished product) and services supplied by the Seller to the Buyer.
4. "Insolvency" means the Buyer is in a position where it is unable to pay its debts, or has a winding up petition issued against it, or has a receiver, administrator or administrative receiver appointed to it, or being a person, commits an act of bankruptcy, or has a bankruptcy petition issued against him.

All quotations, contracts and orders are made and accepted only upon these conditions unless expressly varied in writing by the Seller; no modification, variation or amendment of these conditions by the Buyer, whether in writing or otherwise shall have any effect.

2. VALIDITY OF QUOTATION

Unless otherwise stated or previously withdrawn, every quotation is open for acceptance within thirty days only from its date, and, if required by the Seller, is subject to approval of the Buyer's credit. Acceptance is subject to goods being unsold at the date of receipt thereof.

3. CANCELLATION

1. The contract or order can only be cancelled by the Buyer, with the written consent of the Seller, which if given shall be deemed to be on the express condition that the Buyer shall indemnify the Seller against loss, damage, claim or actions arising out of such a cancellation, unless otherwise agreed in writing.
2. The Seller is relieved of its obligation hereunder wherever and to the extent to which fulfilment or delivery is prevented, frustrated or impeded as a consequence of any circumstances outside its control including without prejudice to the generality of this provision, strikes, lock outs, trade disputes, breakdown, accidents, hostilities, Acts of God, shortage of materials or labour of any cause beyond the Seller control, force majeure or legislation, regulation or orders issued by any government or local authority.
3. In the event the Buyer not having paid for any previous order or delivery in accordance with the Seller's settlement terms, the Seller may at its discretion withhold delivery until payment has been received or cancel outstanding deliveries or orders.
4. In the event of the Buyer entering into insolvency, the Seller may at its discretion, cancel any further deliveries.
5. In the event of the Seller exercising its option under c) and/or d) this does not relieve the Buyer of any liability or obligation he had under his contract.

4. DELIVERY, TITLE & RISK

1. Any stated delivery date period or rate shall not be of the essence of the contract, but is given as a guide only and whilst the Seller will make every effort to adhere to the proposed timescales, the Seller accepts no responsibility for loss or damage resulting from delay, howsoever arising.
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2. If for any reason the Buyer is unable to accept delivery of the goods at the time when the goods are due and ready for delivery, the Seller shall, if its storage facilities permit, store the goods and the Buyer shall be liable to the seller for storage costs at a fixed rate of 10% of invoice value per month or part thereof (including insurance). This provision shall be without prejudice to any other claim which the Seller may make in respect of the Buyers failure to take delivery date, when customer is informed that goods are ready for despatch. Interest will be chargeable on outstanding monies at a rate of Bank of England base rate plus 10% per month or part thereof.

3. Delivery in the United Kingdom is ex Works Carriage Charged. Unless orders exceed a certain value which may from time to time be decided by the Seller in which event method of carriage is at the Seller's option and any special requirement of the Buyer will be charged for. Goods exported, unless otherwise agreed, will take place F.O.B. ex the Seller works. All packaging, duties and associated costs will be charged to the Buyer.

4. The risk of the goods shall pass to the Buyer at the point of delivery specified in the order acknowledgement form.

5. Notwithstanding delivery and the passing of risk, the property in the goods shall remain in the Seller unit until the Buyer has paid all monies owed by it to the Seller under this or any other contract or otherwise.

6. If any of the goods supplied by the Seller are processed into, incorporated in, used as materials for, or mixed with other goods or materials prior to payment, the goods (but not the risk) in the whole of such other goods or materials shall pass to the Seller at the moment of such processing, incorporation, and shall remain with the Seller until all such monies are paid.

7. Until full payment is made, the Buyer shall hold all goods and materials, the property in which is vested in the Seller by virtue of sub-Clauses and hereof upon trust for the Seller and if the Seller so requires, the Buyer shall store such goods and materials at no cost to the Seller, clearly identified as belonging to the Seller. If any payment is overdue the Seller shall be entitled (without prejudice to any of its other rights and remedies) to recover and resell any or all of such goods, or materials, or document of title thereto, and the Buyer hereby authorises the Seller to enter upon the Buyers premises for that purpose.

8. The Buyer has the right to sell in the ordinary course of his or their business for the account of the Seller any goods or materials the property in which is vested in the Seller virtue of this Clause. In such event the Seller shall be entitled, and the Buyer hereby expressly agrees, he or they shall be under a fiduciary duty, to account to the Seller for the proceeds of such sale, to the extent that any monies are owed by the Buyer to the Seller. In addition, the Seller shall be entitled to make a claim directly against the Buyer's client for any purchase monies unpaid by the client provided that the Seller shall return to the Buyer any monies recovered in excess of the amount then owed by the Buyer to the Seller, together with costs and expenses involved in making such claim.

5. NOTIFICATION OF CLAIMS

1. If goods are despatched by the Seller or Sellers appointed carrier any claims on account of damage to, or partial loss of goods in transit, must be made to the Seller, and notified to the carrier in writing three days after delivery.

2. Claims of non-delivery must be advised within fourteen days from advice of despatch.

6. TERMS OF PAYMENTS

All invoices for goods must be paid before despatch of goods and/or fulfilment of services

7. WARRANTIES AND LIMITATIONS OF LIABILITY

1. The Seller's goods are supplied without any warranty condition or guarantee expressed or implied that they are suitable for the use under any special conditions or for any particular purpose or as to the quality or suitability for any particular purpose, even though that purpose may have been known by the Seller.

2. All warranties, conditions and statements expressed or implied, statutory or otherwise are excluded.

3. The Seller's liability (if any) for direct loss or damage, other than death or personal injury, resulting to the Buyer from any defect in the goods, shall be limited to the purchase price of the goods in respect of which such loss or damage is claimed.

4. The Seller under no circumstances accepts liability for any consequential loss, or damage arising in the connection with any goods, materials, or services supplied by the Seller.

5. All defective goods must be returned to the Seller, carriage paid, within a reasonable period from delivery.

6. The Seller's do not accept any liability whatsoever for damage or loss arising, in the Seller's opinion, from incorrect or faulty installation, servicing, misuse, neglect, abnormal conditions of working, failure to store in proper conditions, or failure to observe the Seller's operating instructions.

8. PRICE VARIATION

Prices given in quotation when accepting orders, or at any time, are subject to variation and any orders accepted shall be subject to the express conditions that prices ruling at the time of despatch or the order of any part thereof shall apply.

9. RETURNED GOODS

1. Any goods supplied, to the special requirements of the Buyer, which is outside the Seller's normal range, as set out in its catalogue, the Buyer shall in no circumstances be entitled to return any such goods for credit.

2. Goods can only be returned for credit with the Seller's prior approval. On approval the goods may be returned, but must be complete, in a resaleable condition, in their original packaging, delivered carriage paid, with the risk of the goods passing from the Buyer to Seller, at the Sellers warehouse. The goods returned, will be subject to a restocking fee of 30% of their original value (excluding carriage).

10. PROPER LAW AND ARBITRATION

These standards conditions of sale shall be operated and be construed in conformity with the Laws of England. Any dispute arising thereunder shall be settled by arbitration in London in accordance with the provisions of the Arbitrations Act or any statutory modification thereof for the time being in force, each party appointing an arbitrator, unless a single aritrator be agreed upon.



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