

TRADE ACCOUNT APPLICATION FORM



Legal Title / Name of Business:

Limited Company:

Sole Trader:

Partnership:

Account Type 30 Day Monthly:

Trade Cash Account:

We automatically send all Order Acknowledgements, Invoices & Statements via email; please provide your email address below

Email Address:

Full Trading Address:

Invoice Address (if different):

Postcode:

Postcode:

Contact Details (Landline required):

Telephone No:

Mobile No:

Fax No:

Website Address:

Numbers of years trading: Company No:

VAT No (if applicable):

Names & Address of bankers:

Account No:

Sort Code:

Trade References:

Please give two references. These references should be from Companies you are currently trading with that extend credit for you at least an amount equal to that you are requesting from DTW Ceramics UK Ltd.

Company 1: Name:

Address:

Tel No:

Company 2: Name:

Address:

Tel No:

Credit limit required:

£ (Not applicable to cash accounts)

We hereby acknowledge receipt of your standard terms and conditions of sale and agree to be bound by them. We are aware that credit accounts are due for payment no later than the last day of the following month that goods are supplied. All goods remain the property of DTW Ceramics UK Ltd until paid for in full.

Signed:

Full name:

Date Signed: / /

Position within company:

Please return by post to DTW Ceramics UK Limited, 48 Fitzherbert Road, Farlington, Portsmouth, PO6 1RU. T 023 92799007 - E accounts@dtw-tiles.co.uk

***** Please attach your company letterhead or business card with this completed application form *****

Terms And Conditions Of Sale

1. DEFINITIONS

In these terms of sale the following meanings shall apply:

"We" and "Us" means DTW Ceramics (UK) Limited, Limited Registered in England & Wales No. 6964746, trading as DTW Ceramics (UK) Limited

"You" means the person seeking to purchase goods from Us

"the Goods" means the goods to be supplied by Us

"Company Signatory" means a person authorised by Us

"the Terms" means the terms set out in this document and any special term agreed in writing between a Company Signatory and You

"the Contract" means the contract for the supply of Goods incorporating these Terms

"the Defect" means the condition and/or any other circumstances which but for the effect of these Terms would have entitled you to damages

2. THE CONTRACT

2.1 All orders are accepted by Us only under these Terms and they may not be altered other than with the written agreement of a Company Signatory. Any contrary or additional terms, unless so Agreed, are excluded.

2.2 Quotations are invitations to treat only.

2.3 Orders may be cancelled only with the written agreement of a Company Signatory and You shall indemnify Us against all costs, claims, losses or expenses incurred as a result of that cancellation.

2.4 You are responsible to Us for:

2.4.1 ensuring the accuracy of the terms of any order including any applicable design drawing or specification provided to Us by You and for giving Us any necessary information relating to the Goods within a sufficient time to enable Us to perform the Contract in accordance with its Terms.

2.4.2 ensuring that the Goods are suitable for their intended use, whether or not such use has been made known to Us;

2.4.3 quantities ordered and measurements taken are correct; and

2.4.4 You or a nominated signatory are present at the prearranged Time of delivery.

3. PRICE

3.1 The price for the Goods shall be as published in our price list current At the date of delivery of the Goods or as quoted. The price list is exclusive of VAT, which shall be due at the rate of ruling on the date of a VAT invoice.

3.2 Prices listed or quoted are based on costs prevailing at the Time when they are given or agreed. We shall be entitled to adjust the price of the Goods at the time of delivery by such amount as may be necessary to cover any increase sustained by Us after the date of acceptance of your order and any direct or indirect costs of making, obtaining, handling or supplying the Goods.

3.3 Prices listed or quoted are applicable to the quantity specified and on the information provided by You at the time of the order. In the event of orders being placed for lesser quantities or if there is any change in specifications, delivery dates or delay is caused by your instructions or lack thereof, we shall be entitled to adjust the price of the Goods as ordered to take account of the variations.

3.4 Prices are open for acceptance for a maximum period of 30 days from date thereof or an extended period provided this specified on price quotation.

4. PAYMENT

4.1 All credit account payments are due on the last day of the month following the month You are invoiced for the Goods.

4.2 Late payments may incur interest at the rate of 8% above the base rate of NatWest Bank plc in force from time to time from the due date until the date of payment and we reserve the right to claim under the Late Payment of Debt (Interest) Act 1998.

4.3 Credit facilities can be withdrawn or reduced at any time at Our sole discretion.

4.4 You may not withhold payment of any invoice or other amount due to Us by reason of any right of set off or counterclaim which You may have or allege to have for any reason whatever.

4.5 We will accept payment of accounts by credit card subject to a 2.5% surcharge. The amount of this surcharge may be revised by written notice to You including by announcements on our web site From time to time.

5. DELIVERY

5.1 Delivery will be effected when the Goods leave our premises whether carried by Us or an independent carrier, or the premises of Our suppliers when the Goods are delivered direct from suppliers.

5.2 Delivery dates are given in good faith but are estimates only and time for delivery shall not be of the essence of the Contract.

5.3 For the avoidance of doubt, and without detracting from any other provisions of these Terms, We shall not be liable for any damages whatsoever whether direct, indirect or consequential (including for the avoidance of doubt of any liability to any third party) resulting from any delay in delivery of the Goods, or failure to deliver the goods in a reasonable time - whether such delay or failure is caused by our negligence or otherwise howsoever.

5.4 We reserve the right to make delivery by instalments. Our failure to deliver any one or more instalments, shall not entitle you to treat the Contract as a whole repudiated.

5.5 You must provide the necessary labour for unloading the Goods - And unloading is to be completed with reasonable speed. If our delivery vehicle is kept waiting for an unreasonable time, or is obliged to return without completing delivery, or if We provide additional staff to unload Goods, an additional charge will be made.

5.6 Delivery will be to the nearest hard road to site, if the customer requests delivery to a site beyond the nearest hard road then all risk as to the condition of the goods on delivery is with the customer, and no

claims will be entertained as to the condition of the goods on delivery.

6. INSPECTION

6.1 You shall inspect the Goods at the place and time of unloading or collection but nothing in these Terms shall require You to break packaging and/or unpack Goods which are intended to be restored before use.

6.1.1 You must advise Us by telephone immediately and give Us written notice within three working days of unloading of any claim for short delivery breakages or non conformity

6.1.2 If You do not give Us that notice within that time, the Goods will be deemed to have been delivered in the quantities shown in the delivery documents.

6.1.3 You shall not be entitled, and you irrevocably and unconditionally waive any rights to reject the Goods or claim any damages whatsoever, for short delivery howsoever caused.

6.1.4 Our liability for short delivery or breakages is limited to making good the shortage.

6.2 6.2.1 Where it is, or would have been, apparent on a reasonable inspection that the Goods are not in conformity with the Contract (where the Contract is a contract for sale by a specially manufactured sample) or that the item supplied does not compare with the sample, You must advise Us by telephone immediately, and give Us written notice within three working days of inspection.

6.2.2 If You fail to give Us that notice within that time, the Goods will be deemed to have been accepted and You shall not be entitled, and irrevocably and unconditionally waive any rights to reject the Goods.

7. RETURNS

7.1 Goods not used and still held as current stock can be returned to Us within 28 days of purchase, and provided they are in their original pack, unopened & unused, and undamaged with a copy of the invoice. A restocking charge will be levied for the return of such goods.

8. TITLE AND RISK

8.1 Risk in the Goods shall pass to You when the Goods are delivered.

8.2 The property in the Goods shall remain with Us until You pay all sums due to Us, whether in respect of this Contract or otherwise.

8.3 Until title passes:

8.3.1 You shall hold the Goods as our fiduciary agent and bailee.

8.3.2 The Goods shall be stored separately from any other goods and You shall not interfere with any identification marks, labels, batch numbers or serial numbers on the Goods.

8.3.3 We agree that You may use, or agree to sell the Goods as principle and not as agents in the ordinary course of your business subject to the express condition that at our direction, the entire proceeds of any sale or insurance proceeds received in respect of the Goods are held in trust for Us and not mixed with any other monies, or paid into an overdrawn bank account and, it shall, at all times, be identifiable as our money.

8.4 We shall be entitled, at any time, to recover any or all of the Goods in your possession to which We have title and for that purpose, We or our employees or agents may, with such transport as is necessary, enter upon any premises occupied by You, or to which You have access and where the Goods may be, or are believed to be, situated.

9. LIABILITY

9.1 Nothing in these Terms shall exclude or restrict our liability for death or personal injury resulting from our personal negligence or our liability for fraudulent misrepresentation.

9.2 We shall not be liable for any defect in the Goods arising from any drawing, specification or design supplied by You.

9.3 Subject to Clause 9.1 of these Terms, We shall not be liable by reason of any misrepresentation (unless fraudulent) or any breach of warranty condition or other term express or implied or any breach of duty (common law or statutory) or negligence for any damages whatsoever. Instead of liability in damages, We undertake liability under Clause 4 below.

9.4 Where but for the effect of Clause 9.3 of these Terms You would have been entitled to damages against Us, We shall not be liable to pay damages but subject to the conditions set out in Clause 9.5 below shall at our sole discretion, either repair the Goods at our own expense, or supply replacement Goods free of charge or refund all (or where appropriate part) of the price of the relevant Goods.

9.5 We shall not be liable under Clause 9.4 if the Defect arises from wear and tear, wilful damage, negligence, abnormal working conditions, misuse, alteration or repair of the Goods.

9.6 We give no undertaking that the Goods are fit for any particular purpose - You having the greater knowledge of your own requirements, rely entirely upon your own skill and judgement in evaluating the suitability of the Goods for your purpose.

9.7 If You are a consumer, your statutory rights remain unaffected.

9.8 The Goods might be natural products and as such are sold subject to their natural markings, grain, variations in colour, cracks, crazing and texture and We do not accept liability for claims made based on these characteristics either before or after fixing. 9.9 Without prejudice to any other provisions in these Terms in any event our total liability for any one claim or for the total of all claims arising from any one act of default on our part (whether arising from our negligence or otherwise) shall not exceed the purchase price of the goods the subject matter of any claim and in no circumstances shall We be liable for any consequential or indirect loss.

10. NON-PAYMENT / INSOLVENCY

10.1 "Insolvent" means You becoming unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986; the levying or the threat of execution or distress on any of your property; the appointment of a receiver or administrative receiver over all, or any part, of your property; a proposal for a voluntary arrangement or compromise between You and your creditors, whether pursuant to the Insolvency Act 1986 or otherwise; the passing of a resolution for voluntary winding-up, or summoning a meeting to pass such a resolution otherwise than for the purposes of a bona fide amalgamation or reconstruction, the presentation of a petition for your winding-up, or for an administration order in relation to You; if You suffer any analogous step or proceedings under foreign law or You

are ceasing, or threatening to cease to carry on Your business.

10.2 If You fail to pay the price for any Goods on the due date or fail to pay any sum due to Us under any contract on the due date or You become insolvent or if You are a limited company or partnership and there is a material change in your constitution or You commit a material breach of this Contract and fail to remedy that breach, all sums outstanding between You and Us shall become immediately payable, and We shall be entitled to do any one or more of the following (without prejudice to any other right or remedy We may have):

10.3 require payment in cleared funds in advance of further deliveries;

10.4 cancel or suspend any further deliveries to You under any contract without liability on our part;

10.5 without prejudice to the generality of Clause 8 of these Terms exercise any of our rights pursuant to that clause.

10.6 If We reasonably incur any administrative costs, such as tracing or debt collection agency costs or third party, or seek to take legal proceedings to enforce our rights as a result of your breach of this Contract - including but not limited to - recovery of any sums.

11. GENERAL

11.1 This Contract shall be governed and interpreted according to the Law of England and Wales and You agree to submit to the Non-Exclusive jurisdiction of the English Courts.

11.2 We shall not be liable for any delay or failure to perform any of our obligations in relation to the Goods due to any cause beyond our reasonable control, including industrial action.

11.3 The waiver by Us of any breach or default of these Terms shall not be construed as a continued waiver of that breach, nor as a waiver of any subsequent breach of the same, or any other provision.

11.4 If any clause or sub-clause of these Terms is held by a competent authority to be invalid or unenforceable, the validity of the other clauses and sub-clauses of these Terms shall not be affected and they shall remain in full force and effect.

11.5 We may assign, novate, or sub contract all or part of this Contract and You shall be deemed to consent to any novation. This Contract is personal to You and it may not be assigned.

11.6 Nothing in this Contract is intended to, or will grant any right, to any third party to enforce any terms of this Contract, be it express or implied.

12. SPECIAL ORDERS

Special Orders tiles & bathroom goods (incl. Whirlpool baths) are only accepted in writing. Delivery periods from the manufacturer cannot be guaranteed. Special order cancellation will only be accepted in writing, and can only be accepted prior to production or despatch of the article, and with the consent of the manufacturer. Products that have been specially ordered will not be accepted for return to our stock.

13. CRAZING

No guarantee can be given against crazing.

14. VARIATIONS

The goods are supplied within the manufacturer's tolerance limits of size, texture and colour variations. Marble & stone is supplied subject to natural colour variations.

15. SAMPLES

Samples are exhibited solely to enable the customer to judge the quality of the goods, but not so as to constitute a sale by sample. Any sampling or merchandise material supplied, whether chargeable or FOC are done so for the purpose of obtaining sales order for DTW Ceramics (UK) limited only.

In respect of additional orders we cannot always guarantee that the goods will be exactly the same shade and size as previously supplied.

16. TECHNICAL ADVICE

The company's authorised representative, in good faith and for general guidance only. Gives technical and other advice. The company is not liable for errors, or defects by, the manufacturer or other circumstances beyond its control.

16.1 You or the installer are ultimately responsible for the installation and choice of materials.

17. PICTURES

Owing to variation in studio lighting and printing inks, the tile or bathroom goods shown in our catalogue may differ slightly from those actually supplied. Before making your choice we recommend viewing a real sample.

18. LAYING OF TILES BRICK STYLE

All tiles can be prone to "bowing." This is caused in the firing process and is unavoidable. All our tiles are produced to European standards and tolerances. Ensure you are happy with the finish especially if you are planning to lay the tiles in a brick fashion.

19. GOODS WITH SPECIAL FINISH

Many goods now come with a special finish i.e. chrome or metallic. These need extreme care in installing or cleaning. Ensure that the installer does not cover or leave adhesive and/or grout on the surface as in some circumstances it can discolour the item. When cleaning the goods do not use anything acidic unless advised to do so by the manufacturer.

19.1 Some goods/tiles require sealing prior to installation and we recommend a sample area is tested with the correct sealer prior to tiling being commenced.