



## CUSTOMER ACCOUNT OPENING FORM

Please supply all information requested below.

Company Name:	
Trading As:	
Delivery Address:	
Registered Company Number:	
Phone Number:	
Email:	
Type Of Business: (delete as applicable)	Sole Trader / Limited Co / Partnership / Corp
How Many Years Trading:	
<b>Trade Reference Details</b>	
Company Name:	Company Name:
Address:	Address:
Postcode:	Postcode:
Telephone Number:	Telephone Number:
Email:	Email:
<b>Invoice Address (If Different)</b>	
Address:	
Accounts Contact:	
Telephone Number:	
Email:	
<small>New accounts are set up on a pro-forma basis pending credit checks. Once credit has been approved, the invoice payment terms are 30 days from receipt date of invoice or as listed on each invoice received where payment is required prior to these terms. In the event of non-payment any cost incurred in recovering the amount due will be paid by you, the customer on an indemnity basis in addition to statutory interest. I/We agree to your standard terms and conditions of business which can be found on the following pages or at <a href="http://www.tilerite.co.uk">www.tilerite.co.uk</a>.</small>	
Print Name:	
Title / Position:	
Signature:	
Date:	

TILE ACCESSORIES LIMITED  
STANDARD CONDITIONS OF TRADING

1. GENERAL

- 1.a. These Conditions are the only Conditions upon which Tile Accessories Ltd is prepared to deal with its customer and they shall govern the contract to the entire exclusion of any other express or implied conditions.
- 1.b. These Conditions may only be modified by a variation in writing on behalf of the Company by a Director and no other action on the part of the Company (whether delivery of the goods or otherwise) shall be construed as an acceptance of any other conditions.
- 1.c. These Conditions (as modified in accordance with paragraph 1.b. and together with any matters referred to on the company's quotation and/or acceptance of order) embody the entire understanding of the parties and supersede any prior promises, representations, undertakings or implications.

2. DELIVERY

- 2.a. Orders are accepted and promised for delivery, given condition upon our being able to secure the necessary goods, labour, and materials and without responsibility for delays arising through risks and uncertainties of manufacture, strikes, accidents or other circumstances beyond our control.
- 2.b. Prices (unless otherwise stated) are exclusive of V.A.T., carriage will be paid by Tile Rite on all orders of £150.00 trade value or over excluding VAT (U.K. only). All orders below this minimum will incur a standard charge. Special delivery consignment will be charged at extra cost
- 2.c. No responsibility will be accepted under any circumstances for goods, whether loose or packaged, which may be damaged or lost in transit, our control in this respect to be regarded as completed when goods are handed to our customer to their agent.
- 2.d. Any claim for shortages or damages must be made upon the Company within 12 hours of delivery, and is confirmed in writing by letter or email within 24 hours of delivery. In any event the customer shall be treated as having accepted any consignment of the goods if it retains them for longer than 7 days after the delivery date.

3. PAYMENT

- 3.a. Unless the contract otherwise provides the contract price for goods provided shall be payable nett monthly
- 3.b. Time for payment shall be of the essence and failure to pay within the specified period shall entitle Tile Accessories Limited to suspend further deliveries.
- 3.c. The customer shall not be entitled to set off against any monies due to Tile Accessories Limited any amount claimed by or due to the Customer whether pursuant to the Contract or in any other account whatsoever.

4. RISK AND TITLE "ALL MONIES" CLAUSE

- 4.a. Ownership of the goods and materials to be used or delivered by the Company will remain with the Company which reserves the right to dispose of them until payment has been received in full or the goods have been sold by the way of bona fide sale for full market value and in the meantime the Buyer holds them as bailee and in a fiduciary capacity. The goods shall be stored in such a way as to be identifiable as being the Company's property.
- 4.b. Even when payment has been received in full by the Company in respect of the goods delivered under this contract ownership of the goods shall remain with the Company as aforesaid until payment has been received in full in respect of all other sums due from the Buyer to the Company on any account and in the meantime the fiduciary relationship shall subsist.
- 4.b. If any goods are incorporated in or used as material for any other goods before such payment or payments then the property in the whole of such other goods shall be and remain with the Company as aforesaid and all of the Company's rights in respect of the goods shall extend to those other goods. Provided however that the Company shall be under a duty to account to the Buyer for any surplus of the proceeds of sale above the amounts due to the Company.
- 4.c. The Company shall have the right to trace the proceeds of sale of the goods in which they have been incorporated according to the principles in *Re Hallett's estate* (1880) 13 Ch.D.696.
- 4.d. As long as title to the goods remains with the Company the Buyer may not encumber them or purport to transfer title to them for security purposes. The Buyer shall immediately notify the company by registered letter if a third party attempts to seize or exercise any lien over the goods. The Buyer shall bear the cost of any action resulting from such attempted seizure or lien.
- 4.e. At any time when the Company has title to the goods it may by notice in writing to the Buyer to be given by posting to or leaving at the Buyer's address shown overleaf determine the Buyer's rights to sell and to have possession of the goods. At any time after the giving of such notice the Company may enter upon any premises and to the goods and to enable the Company to retake possession thereof and to notify any storekeeper where the goods are stored that the Company is authorised and entitled to give instructions for their removal. The Company agrees only to exercise its rights under this sub-clause in the event of the Buyer defaulting on a payment or payments; having a receiver appointed over any of its assets; entering into any arrangement or composition with its creditors; entering

into liquidation or committing any act of bankruptcy; having any person attempt to exercise any lien over the goods; or in the reasonable opinion of the Company having its solvency materially impaired.

4.f. Nothing in this clause shall in any way limit or modify the Buyer's obligation to pay for the goods nor shall it be construed in whole or in part as constituting a charge capable of registration pursuant to Section 395 of the Companies Act 1985.

4.g. Each sub-clause hereof shall be construed as a separate clause to the intent that the invalidity of any one or more shall not affect the validity or enforceability of any other sub-clause.

#### 5. INSOLVENCY AND BREACH OF CONTRACT

5.a. In the event that the Customer shall commit any breach of the contract and shall fail to remedy such breach if capable of remedy within fourteen days from notice from Tile Accessories requiring such breach to be remedied or any distress or execution being levied upon the goods or property of the Customer or the Customer making arrangement with creditors or committing any act of bankruptcy or having a Receiver appointed to whole or any part of its undertaking or having any resolution passed or proceedings taken for its winding up then Tile Accessories shall be entitled thereupon and without prejudice to its rights hereunder forthwith to suspend any further services or deliveries until default is made good or to determine the Contract or any unfulfilled part thereof or at Tile Accessories option to make partial deliveries. Notwithstanding any such termination the Customer shall pay to Tile Accessories Limited at the contract rate for all services any goods provided to the date of termination.

#### 6. GOVERNING LAW

The Contract is governed by Laws of England and the English High Court of justice (to the jurisdiction of which the Customer hereby irrevocably submits) shall have the exclusive jurisdiction to resolve any disputes arising out of it.