

CREDIT APPLICATION FORM

COMPANY DETAILS

Company Name		Telephone	
Full Trading Style i.e: sole trader/partnership/ limited company		Fax	
		Years of Trading	
Company Reg. No.		Contact Phone No. (1)	
Names of Directors		Email address (1)	
		Contact Phone No. (2)	
Main Accounts Contact		Email address (2)	
Invoice Address (inc postcode)		Registered Office (if different)	
Anticipated Monthly Credit Required	£	VAT Reg. No.	
Please note: Our Company policy is that the first transaction will be on a pro forma basis unless otherwise agreed.		Turnover last FY	£

BANK DETAILS

Name of Bankers		Sort Code	
Bank Address (inc postcode)		Account Number	
		Bank Telephone No.	

TRADE REFERENCES

Full name, address and contact details of two trade references

Company Name (1)		Company Name (2)	
Address (inc postcode)		Address (inc postcode)	
Contact Name		Contact Name	
Contact Phone No.		Contact Phone No.	

DECLARATION: We hereby submit the above information for the sole purpose of opening a Credit Account with Harbrine Limited. We acknowledge that all orders are accepted by Harbrine Limited in accordance with their terms and conditions attached and agree that we shall be bound by them on all transactions. Goods shall remain the property of Harbrine Limited until paid for in full.

- 1) Only sign this application if you want to be bound by these conditions. 2) Only an authorised signatory must sign this application.

TO AVOID ANY DELAYS WITH THIS APPLICATION PLEASE SIGN THIS APPLICATION BEFORE RETURNING IT TO HARBRINE, ACCOUNTS DEPARTMENT. *Direct fax. No. 020 8709 5380*****

INTERNAL USE

Print Name		Account Manager	
Signed		Rep Code	
		Account No.	
Position		Approved By	
Date		Date	

Terms and Conditions of Sale of Harbrine Limited

1. General

In these terms and conditions:

- 'Company' means Harbrine Ltd its subsidiaries and agents
- 'Goods' means the articles equipments and/ or services to which this document relates and
- 'Buyer' means the purchaser of Goods from the Company.

2. All orders

are accepted and Goods supplied subject to these terms and conditions and except insofar as any exclusion or restriction of liability may be prohibited by statute all other conditions warranties and representations express or implied and statutory or otherwise except as to title are hereby excluded. No addition thereto or variation therefrom whether contained in the Buyer's order or otherwise shall apply unless agreed in writing by the Company.

3. Orders, Cancellation and Change of Delivery

All orders are subject to availability of Goods and to written acceptance by the Company on its acknowledgement of order form, for the time being in use. The Company reserves the right (without prejudice to any other remedy) to cancel any uncompleted order or to suspend delivery in the event of any of the Buyer's commitments to the Company not being met.

Cancellation of any order or part thereof or rescheduling of deliveries by the Buyer will only be considered by the Company if made in writing by the Buyer. If any order is cancelled or rescheduled by the Company in the aforesaid circumstances or is cancelled or rescheduled by the Buyer then the Buyer shall indemnify the Company against all loss costs (including the cost of all labour and materials used and overheads incurred) damages, charges and expenses arising out of the order and the cancellation or rescheduling thereof without prejudice to any other rights of the Company.

4. Price

(a) Except in respect of where the price is expressly stated to be fixed for a specific delivery period the Company reserves its right to alter its quotation or order prices in respect of the Goods by reference to the price ruling at the date of despatch of the Goods by any additional sum as may from time to time be necessary to cover increases in the costs of the materials and/or labour (or any other factor affecting the cost of production or delivery) which may occur between the date of contract and the date of despatch. In the event that the price is expressly fixed in a quotation or acceptance or order for a specific delivery period and for any reason (except where the same is due to the fault of the Company) a supply is made under the quotation or order after the end of the said period the Company reserves the right in respect of such supply to charge the price ruling at the date of despatch of the Goods in like manner as in condition 5.

(b) A quotation of the Company does not constitute an offer by the Company to supply the Goods and every acceptance of any quotation of the Company and every order by the Buyer in response to any quotation of the Company shall be deemed an offer by the Buyer to the Company and will not be binding on the Company until the Company has given its written acknowledgement of such acceptance of order. A quotation which is stated to be for a fixed price shall be deemed to have been withdrawn in any event unless an order in respect thereof is placed for delivery within the period specified in the quotation.

5. Delivery and Force Majeure

If the Company is delayed in completing a delivery within a specific period as stated in a quotation or acceptance of order, due to the failure of the Buyer to provide further information or details to the Company, the Company reserves the right to give notice to the Buyer to extend the delivery period and also without prejudice to the Company's rights set out in these terms and conditions and in particular its rights to vary the price under condition 4. Any date or period set out therein for the delivery of the Goods or any part of them shall not be of the essence of the contract, if the Company is prevented from delivering any Goods at the time provided for delivery by reasons of any cause outside its reasonable control including but not limited to fire, explosion, plant breakdown, interference by labour strikes, or lockouts, or non-availability of transport, or materials then the period for delivery shall be extended to such an extent as shall be reasonable having regard to the circumstances.

6. Carriage

All prices stated or referred to in the Company's quotation or in the Company's acceptance of order exclude any carriage or packing charges which shall be paid by the Buyer.

7. Warranties and Claims

(a) The Company will make every endeavour to supply goods suitable to the Buyer's requirements and accordingly if the Goods after inspection by the Company or its agents are accepted by the Company by reason of faulty material or workmanship as being unmerchantable at the time of supply or unfit for any specific purpose which has been made known to the Company prior to the making of the contract or as differing materially from their description or from any sample supplied the Company undertakes to replace such Goods or (at the option of the Company) to refund the purchase price or a fair proportion thereof. This undertaking by the Company is subject to and conditional upon the following provisions. The Buyer must give notice to the Company of any claim within 12 months of receipt of the Goods and within 14 days after the discovery of the complaint. **Such replacement or refund by the Company shall be the absolute limit of the Company's liability to the Buyer in respect of any such Goods and any further claims including claims for consequential loss and damages are excluded.**

(b) Whilst the company warrants that any survey advice representation schedule or forecast given on the part of the Company from anything said or written in discussions or negotiations between the Company and the Buyer or their respective agents or by the Company to any other parties prior to the making of the contract is given in good faith and after due consideration of the facts before the company the company shall be under no legal liability so far as is permitted by law whether in negligence or howsoever in respect thereof to the Buyer or any other person except to the extent to which there is a breach of this warranty. No claim can be entertained for Goods short delivered or damaged in transit unless either (where this is possible) a receipt is given to the carrier detailing the shortage or damage at the time of delivery or notification of the shortage or damage is made to the Company within seven days from the delivery of Goods by the carrier. No claim for non-delivery of the Goods can be entertained unless the Company is notified within seven days from the date of its invoice.

8. Passing of Risk

The risk in the Goods shall pass to the Buyer when the Company delivers the Goods in accordance with the terms hereof to the Buyer or other person to whom the Company has been authorised by the Buyer to deliver the Goods whether expressly or by implication and the Company shall not be liable for the protection of the Goods thereafter and the buyer shall insure and protect the Goods thereafter against such risk as may be commercially prudent.

9. Payment

Unless otherwise specifically agreed all invoices are payable against proforma invoice or by a recognised credit card. The Buyer shall in addition to the price of the goods pay any value added tax which may be payable. If the Company agrees to allow the Buyer credit the Company may at any time at its sole discretion limit or cancel such credit and may require payment of all or any part of contract price for the Goods to be made in cash in advance of delivery or may require guarantees or other security to be provided and any payment or security so required shall be paid or furnished by the Buyer promptly upon such requirement being notified to the Buyer. The Company shall be under no obligation to deliver the Goods or any part thereof unless and until the Buyer has complied with this condition and has discharged all its other obligations to the Company under the order and on any other account. All Goods supplied on credit shall be paid for within 30 days from the end of the calendar month in which they are invoiced by the Company. If any settlement discount is offered by the Company then the same shall be deductible only if the Goods are paid for within the said period of 30 days and on no account shall discount be deductible from the Value Added Tax. Payment of an account in full by the due date shall be a condition precedent to future deliveries under the same or any other contracts existing between the Company and the Buyer and the Company may suspend delivery thereof until this condition is satisfied. If the Buyer fails to make payments for Goods supplied as aforesaid then without prejudice to any other rights the Company may have, the Company shall be entitled to charge in addition to any monies due hereunder interest at the rate (as well after as before any judgement) of 2% per annum above the base rate of the Company's principal bankers for the time being calculated on a daily basis on the outstanding balance from the due date of payment down to receipt by the company of payment.

10. Return of Goods

The Company may at its discretion allow the Buyer to return Goods to the Company in return for credit, only if the Buyer can provide proof of purchase and the Goods are in their original packaging and are unused. The Buyer will be liable to pay a minimum handling charge of 20% of the price of such Goods (including VAT) to the Company if Goods are returned. This returns policy does not apply to any Goods sold to the Buyer which are bespoke and made to the Buyer's particular specifications.

11. Ownership of Goods

Until payment by the Buyer in full of the price and any other monies payable to the Company in respect of Goods:-
a) Ownership of the Goods shall remain with the Company
b) The Buyer shall hold the Goods as bailee for the Company and shall store and protect them so that they shall at all times be identifiable as Goods of the Company provided that the Buyer may until the occurrence of any of the events specified in condition 12 below sell process or otherwise dispose of or deal with the Goods in ordinary course of its business.

12. Default by the Buyer

If the Buyer shall default in or commit breach of any of its obligations to the Company or if the Buyer (or when the Buyer is a partnership any partner in that firm) shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors or shall make any conveyance or assignment for the benefit of his creditors or shall purport to do so or any application shall be made under any bankruptcy act for the time being in force for sequestration of his estate or a trust deed shall be granted by him on behalf of his creditors or the Buyer being an incorporated body if any resolution or petition to wind up its business shall be passed or presented otherwise than for reconstruction or amalgamation or if a receiver or manager of the Buyer's undertaking property or assets or any part thereof shall be appointed or if the Buyer shall be insolvent or shall be unable or be deemed unable or shall admit its inability to meet its commitments promptly as and when due or if any other event shall occur which in the Company's opinion gives ground for believing that the Buyer's ability to perform its obligations under any order may be impaired then and in any such event or the equivalent thereof in the Buyer's country of domicile the Company may (without prejudice to any other right or remedy which it might have):

- forthwith determine all or any orders in whole or in part by notice in writing; and/or
- repossess any of the Goods held by the Buyer in which ownership has not yet passed to the Buyer and for this purpose enter upon any premises of the Buyer and sever the same from any assets of the Buyer; and/or
- forthwith demand immediate payment of all invoices raised by the Company on any account whereupon the same shall become immediately due and payable; and/or
- resell all or any of the Goods without further notice to the Buyer upon such terms and conditions as the company may in its discretion determine.

13. Design of Goods

The Company reserves the right to alter modify or improve the design of any goods without notification and the Buyer's orders will be executed with current production.

14. Goods made to the Buyer's Design

Where goods are ordered in accordance with the designs drawings and specifications or samples furnished by the Buyer or compiled on behalf and approved by the Buyer. The Buyer shall indemnify the Company against all liability or alleged liability in respect of any infringement of intellectual property rights of third parties arising out of the manufacture sale or use of such Goods and against all claims demands proceedings damage costs and expenses arising in respect of such liability or alleged liability.

15. Work at Site

- Preparatory and other work to be carried out and Goods to be supplied and/or services or attendances to be provided by the Buyer its servants or agents or by third parties shall be executed to the Company's satisfaction and shall be so arranged by the Buyer so as to allow continuous and unhindered work by the Company. In the event of any delay the Company shall be entitled to reasonable extension of time for completion and to reimbursement by the Buyer of loss and expense caused to the Company.
- Unless specifically provided in an order or quotation work on site shall be carried out based upon a normal eight hour working day and between Monday and Friday only. The extra cost of any other weekend shift or out of hours executed at the Buyer's request or to rectify delays caused by the Buyer shall be added to the price of the Goods at the Company's overtime surcharge rate.
- Any site work element of the order is based on continuous and unobstructed access to the job site together with an adequate facility being provided to the Company for indoor storage of Goods in close proximity to same.
- Unless otherwise agreed the Buyer shall be responsible without charge to the Company for:
 - off-loading.
 - provision maintenance erection and dismantling of any necessary scaffolding staging etc and provision of any necessary mobile cranes hoists and the like.
 - builders or civil work including excavation cutting away and making good including and damage to decorative finishes in the work area and any decoration required after installation.
 - any dismantling and reinstatement of existing structure and equipment and removal of any redundant items etc from the job site.
 - provision of power light fire fighting equipment temporary screen or enclosures first aid facilities site huts store huts messing facilities toilets etc.
 - connections of main services to the installed goods.
 - waiting time multiple visits to site and interrupted working.
- Any plant or equipment provided by the Company in relation to the performance of the Company's obligations is provided exclusively for the use of the Company or its agents or employees and any other persons using such plant or equipment do so at the Buyer's risk. The Buyer indemnifies the Company against any claim made against the Company in respect of the use of such plant or equipment and for making good any damage so caused.

16. Limitation of Liability

It is expressly stipulated that in the event of any claim on any ground being made by the Buyer against the Company in respect of the Goods or any matter arising from or in relation to the order relating thereto the liability of the Company shall be limited (in respect of each claim or series of connected claims) to the invoice value of the Goods and under no circumstances shall the Company be liable for loss of profit or any consequential loss howsoever arising.

17. Law Applicable

Each order and these terms and conditions shall be governed by and construed in all respects in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

18. Waiver

Failure or delay by the Company to enforce any of its rights against the Buyer shall not be construed as a waiver of such rights

19. Relaxation

These terms and conditions of sale enable the Company to maintain a cost effective service to the Buyer. Relaxation of any of them may be available for an agreed consideration.

20. Severance

If any provision of these terms and conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of these terms and conditions shall continue in full force and effect.

21. Third Parties Act

The parties to this contract do not intend that any of these terms and conditions shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the contract.

**Harbrine Limited
Reg Office: Cecil House,
52 St. Andrew Street,
Hertford, SG14 1JA.
Company Reg: 2823852
V.A.T Reg: 626 9030 33**