

CREDIT ACCOUNT APPLICATION FORM

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Walworth Industrial Estate
Andover
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Application is made to strukta Group Limited for credit facilities to be granted to the undersigned. A copy of the Conditions of Sale of strukta Group Limited has been received, and it is understood that these Conditions of Sale and any future amendments thereto, shall govern any contract with them for the purchase of goods.
Full payment is due 30 days from end of invoice month.

BUSINESS DETAILS (Block capitals)

First Name	<input type="text"/>	Last Name	<input type="text"/>					
Company Name	<input type="text"/>							
Business status	<input type="checkbox"/> LLP	<input type="checkbox"/> Sole trader	<input type="checkbox"/> Limited company	<input type="checkbox"/> Partnership	Est	<input type="text"/>	Co. reg. no.	<input type="text"/>
Phone (Landline)	<input type="text"/>	Mobile tel no.	<input type="text"/>					
Phone (Mobile)	<input type="text"/>	Fax no.	<input type="text"/>					
Email (General)	<input type="text"/>							
Business Address	<input type="text"/>							
	<input type="text"/>	Post code	<input type="text"/>					

CREDIT DETAILS (Block Capitals)

Credit required (£)	<input type="text"/>	Contact	<input type="text"/>
Email (Accounts)	<input type="text"/>		
Signed	<input type="text"/>	Date	<input type="text"/>
		Authorised Order Placer	<input type="text"/>

By ticking this box I confirm that I am authorised to sign on behalf of the company and have read and agreed to the terms and conditions found within this document.

In processing your application for credit facilities, we may make enquiries of credit reference agencies who may record those enquiries. We may also disclose information about the conduct of your account with us to credit reference agencies. The information obtained from or provided to credit reference agencies may be used when assessing further applications for credit terms, or debt collections, for tracing and for fraud protection.

For questions pertaining to the opening of your account please do not hesitate to contact our team on 033 33 21 00 13 or accounts@strukta.co.uk.

HOW DID YOU HEAR ABOUT US (Block Capitals)

Please select one of the following

- I had a visit from one of your staff
- I saw you online
- I saw your signs / vans / other advertising
- You were recommended

Other (please Tell us)

CONDITIONS OF SALE – strukta Group Limited

1) INTERPRETATION

In these Conditions:

- a) 'the Company' means strukta Group Limited (the Company) or any subsidiary company or agent authorised by them and 'the Purchaser' means the person or persons, firm or company purchasing from or doing business with the Company.
- b) 'the Contract' means the contract to supply Goods to the Purchaser as evidenced by any order made by the Purchaser and accepted by the Company and subject to these conditions of sale.
- c) 'the Goods' means all products supplied by the Company to the Purchaser whether by means of sale, hire, rental or otherwise and whether the property of the Company is distributed by the Company as agents for another.

2) GENERAL

- a) These Conditions of Sale should be read in conjunction with any Special Conditions included in the Company's quotations.
 - b) The Company reserves the right to accept or refuse any order given on the basis of its quotation and in the event of the refusal of any order no damages or expenses of any kind shall be payable by the Company.
 - c) The Company shall in no event be liable for any inaccuracy or misdescription of the Goods or for any loss or damage either direct or consequential flowing there from or from any other cause whatsoever including any defect whatsoever in the Goods notwithstanding any written or oral representations warranty or conditions which the Company or their representative or agent may have made or given prior to or in the course of making or purporting to be part of the agreement for sale from which are also excluded all implied warranties or conditions. The Company shall in no event be liable for fundamental breach of the agreement for sale.
 - d) In purchasing Goods from the Company on these Conditions the Purchaser is deemed to acknowledge that they do not rely upon the skill or judgement of the Company or its employees as agents as to matters connected with the Goods.
 - e) The Purchaser shall be responsible for providing any guard or protection necessary to comply with any statutory requirements in connection with the operation of machinery.
 - f) Any complaints about the goods supplied shall only be entertained by the Company if made within three days of delivery.
 - g) Credit will only be given for Goods returned within 1 month of supply, if Delivery Note number is quoted and the Company has issued a Collection Note for the Goods that are re-saleable.
 - h) When Goods are returned to the Company's stock for credit the Company reserves the right to deduct 25% from the original cost of the Goods, except where Goods are returned and exchanged at the same point in time for alternative goods, then 7.5% of the original cost will be deducted.
 - i) All samples will be charged at the current rate and are non-returnable. Cancellation of special or purpose made orders cannot be accepted after the Goods have been manufactured by the Company's supplier.
 - j) The Purchaser shall ensure that the terms of its order are complete and accurate.
 - k) These conditions shall be deemed to be incorporated into any contract (Contract) arising from the quotation to which this relates, to the exclusion of any other terms that the Purchaser seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing and no stipulation or condition which would conflict with or in any way vary, qualify or negate any of these conditions (including the introduction of any additional terms and conditions) shall be binding upon the Company unless expressly agreed by the Company in writing.
 - l) The Company's quotation is subject to a condition that it must be accepted in its entirety in writing within 30 days otherwise it shall not remain valid after that date.
 - m) If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Purchaser or failure by the Purchaser to perform any relevant obligation (Purchaser Default):
 - i) The Company shall without limiting its other rights or remedies have the right to suspend performance of its obligations until the Purchaser remedies the Purchaser Default, and to rely on the Purchaser Default to relieve the Company from the performance of any of its obligations to the extent that the Purchaser Default prevents or delays the Company's performance of any of its obligations;
 - ii) The Company shall not be liable for any costs or losses sustained or incurred by the Purchaser arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause; and
 - iii) The Purchaser shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Purchaser Default.
 - n) The Company shall not be liable to the Purchaser for delays or for the non-execution of the Contract either in whole or in part, caused by war, frost, floods, storms, tempests, accidents, strikes, lockouts, combinations of workmen, or other industrial disputes (whether involving the Company's workforce or any other party), failure of a utility service or transport network, act of God, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire or any failure to deliver to the Company by any supplier or subcontractor, or other circumstances beyond the Company's reasonable control (Force Majeure Event). If the Force Majeure Event prevents the Company from discharging any of its obligations under the Contract for more than six weeks, the Company shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the Purchaser.
 - o) Any specification submitted shall be deemed to suit the conditions to be met and no liability will be accepted in respect of the unsuitability to such conditions of any specification.
- ### 3) PAYMENT
- a) Unless terms are agreed otherwise all sums become due and payable under these Conditions not later than [30] days from the [end] of the invoice [month].
 - b) There shall be no payment, for the purposes of these conditions until any cheque has been cleared.
 - c) Time for payment shall be of the essence.
 - d) The Company reserves the right to charge interest at the rate of 3% above the base rate from time to time of Lloyds TSB on all overdue accounts such interest being deemed to accrue on a day to day basis of the due date of payment under paragraph (a) of this Condition.
 - e) The Purchaser shall have no right of set off statutory or otherwise.
 - f) If the Purchaser (being a company) has a petition presented for its winding-up or passes a resolution for voluntary winding-up otherwise than for the purposes of a bona fide amalgamation or reconstruction or compounds with its creditors or commits a material or serious breach of this Agreement (and in the case of such a breach being remediable fails to remedy it within 7 days of receiving notice to do so) it will be deemed to have repudiated the Contract.
 - g) If the Purchaser (being a company) fails to pay an account by the due date its directors will be personally liable to the Company and in the case of two or more directors such liability will be both joint and several.

h) The Company reserves the right at any time at its discretion to demand security for payment before continuing with or delivering any order.

i) The Company's quotation is submitted on the assumption that arrangements for payment (including reference as to credit-worthiness) will prove satisfactory to the Company. Should this prove not the case and should any payment to the Company be overdue, the Company reserve the right, at any time, to suspend any work proceeding, discontinue delivery of any [materials or] goods and the Company shall have no liability for such a suspension of, or failure to make delivery in these circumstances.

j) Any query or dispute regarding any invoice rendered by the Company must be made in writing within 5 working days, after which period the invoice will be regarded as accepted and must be paid in accordance with its terms.

4) RISK AND THE PASSING OF PROPERTY

- a) Risk in the Goods shall pass to the Purchaser when the Goods are delivered to or collected by the Purchaser or its agent.
- b) Notwithstanding risk in the Goods passing in accordance with paragraph (a) of this Condition, title in the goods shall not pass to the Purchaser until whichever shall be the first to occur of the following:
 - i) Payment being received by the Company for the Goods and no other amounts then being outstanding from the Purchaser to the Company in respect of other Goods supplied by the Company.
 - ii) The Purchaser selling the Goods in accordance with the provisions of these Conditions in which case title to the Goods shall be deemed to have passed to the Purchaser immediately prior to delivery of the Goods to the Purchaser's customer.
 - iii) The Company waiving its rights under paragraph (b) of this Condition in respect of specified Goods whereupon title to the said Goods shall forthwith vest in the Purchaser.
- c) The Purchaser is licensed by the Company to use or to agree to the sale of the Goods delivered to the Purchaser subject to the Conditions set out in paragraph (d) below.
- d) Until title to the Goods passes:
 - i) The Purchaser will hold the goods as fiduciary agent and bailee for the Company.
 - ii) The Goods shall subject to paragraph (c) of this Condition be kept separate and distinct from all other property of the Purchaser and of third parties and in good and substantial repair and condition and be stored in such a way as to be clearly identifiable as belonging to the Company.
 - iii) The Company may at any time revoke the power of sale and use contained in paragraph (c) of this Condition by notice to the Purchaser if the Purchaser is in default for longer than 14 days in the payment of any sum whatsoever due to the Company whether in respect of the Goods or any other Goods supplied at any time by the Company to the Purchaser or if the Company has bona fide doubts as to the solvency of the Purchaser.
- e) The Purchaser's power of sale and use contained in paragraph (c) of this Condition shall automatically cease if the Purchaser has a petition presented for its winding-up or passes a resolution for voluntary winding-up otherwise than for the purpose of a bona fide amalgamation or reconstruction or compounds with its creditors or has a receiver appointed of all or any part of its assets or becomes bankrupt or insolvent or enters into any arrangement with creditors or takes or suffers any similar action in consequence of debts or carries out or undergoes any analogous act or proceeding under foreign law.
- f) Upon determination of the Purchaser's power of sale and use pursuant to sub-clause (iii) of paragraph (d) of this Condition the Purchaser shall place any Goods in its possession or under its control and unsold at the disposal of the Company and the Company shall be entitled to enter upon any premises of the Purchaser for the purpose of removing such Goods.

5) DELIVERY

- a) Delivery will be deemed to have been effected after the Goods leave the premises of the Company or as the case may be the premises of the suppliers to the Company in circumstances where the Goods are delivered direct from such suppliers.
- b) Time of delivery is not of the essence.
- c) The Company shall not be liable for any loss whatsoever or howsoever arising caused by its non-delivery or by the failure to make goods ready for collection on the due date.
- d) The Company reserves the right to make delivery by instalments and to tender a separate invoice in respect of each instalment.
- e) When delivery is to be by instalments or the Company exercises its right to deliver by instalments under paragraph (d) of this Condition or if there be a delay in the delivery of any one or more instalments for whatever reason this will not entitle the Purchaser to treat the Contract as repudiated or to damages.
- f) Deviations in quantity of the Goods delivered (representing not more than 10 per cent by value) from that stated in these Conditions shall not give the Purchaser any right to reject the Goods or to claim damages and the Purchaser shall be obliged to accept and pay at the Contract rate for the quantity of the Goods delivered.
- g) The Company reserves the right to make a delivery charge according to the circumstances of each order. Deliveries of £25.00 nett goods value and over are carriage paid within the Company's normal delivery area. Under £25.00 a surcharge of £5.00 will be applied.
- h) Shortages must be notified to the Company within three days of delivery.

6) INDEMNITY

The Company shall not be liable for any indirect or consequential loss or damage of any description incurred by the Purchaser as a result of any failure or fault in the Goods or for any damages or personal injuries or other losses, howsoever arising and howsoever caused directly or indirectly by the Goods.

7) PRICES

Goods will be invoiced at prices ruling at date of despatch unless agreed in writing between the parties.

8) LIABILITY (LIMITATION OF LIABILITY: THE PURCHASER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE)

- a) Nothing in these Conditions shall limit or exclude the Company's liability for:
 - i) Death or personal injury caused by the Company's negligence, or the negligence of its employees, agents or subcontractors;
 - ii) Fraud or fraudulent misrepresentation; or
 - iii) Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- b) Subject to paragraph 8) of this clause:
 - i) The Company shall under no circumstances whatsoever be liable to the Purchaser, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 - ii) The Company's total liability to the Purchaser in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount actually received by the Company by way of payment for provision of the Goods.
 - iii) Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

c) This clause 8 shall survive termination of the Contract.

9) ASSIGNMENT

a) The Company may at any time assign, transfer, charge, subcontract or deal in any other matter with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

b) The Purchaser shall not, without the Company's prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

10) TERMINATION

a) Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Purchaser if:

i) The Purchaser commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 3 days of being notified in writing of the breach;

ii) The Purchaser suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) have any partner to whom any of the foregoing apply;

iii) The Purchaser commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

iv) A petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Purchaser (being a company) other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or its solvent reconstruction;

v) The Purchaser (being an individual) is the subject of a bankruptcy petition or order;

vi) A creditor or encumbrance of the Purchaser attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Purchaser's assets and such attachment or process is not discharged within 14 days;

vii) An application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Purchaser (being a company);

viii) A floating charge holder over the Purchaser's assets (the Purchaser being a company) has become entitled to appoint or has appointed an administrative receiver;

ix) A person becomes entitled to appoint a receiver over the Purchaser's assets or a receiver is appointed over the Purchaser's assets;

x) Any event occurs or proceeding is taken with respect to the Purchaser in any jurisdiction to which the Purchaser is subject that has an effect equivalent or similar to any of the events mentioned in paragraph ii) to paragraph ix) of this Condition (inclusive);

xi) The Purchaser suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

xii) The Purchaser (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

b) Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Purchaser if the Purchaser fails to pay any amount due under this Contract on the due date for payment.

c) [Without limiting its other rights or remedies, each party shall have the right to terminate the Contract by giving the other party one month's written notice.]

d) Without limiting its other rights or remedies, the Company shall have the right to suspend provision of the Services under the Contract or any other contract between the Purchaser and the Company if the Purchaser becomes subject to any of the events

listed in paragraph a)iii) to paragraph a)xii), or the Company reasonably believes that the Purchaser is about to become subject to any of them, or if the Purchaser fails to pay any amount due under this Contract on the due date for payment.

11) CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

a) The Purchaser shall immediately pay to the Company all of its outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Purchaser immediately on receipt;

b) The Purchaser shall return all of the Goods which have not been fully paid for. If the Purchaser fails to do so, then the Company may enter the Purchaser's premises and take possession of them. Until they have been returned, the Purchaser shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

c) The accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

d) Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

12) NOTICES

a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.

b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.

c) This clause 12 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

13) WAIVER

a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

14) SEVERANCE

a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15) NO PARTNERSHIP

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

16) THIRD PARTIES

A person who is not a party to the Contract shall not have any rights under or in connection with it.

17) GOVERNING LAW AND JURISDICTION

This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.