



HOWDENS

JOINERY CO.

APPLICATION FOR TRADE ACCOUNT

Please write in block capitals

* Name/Company Name			
* Trading Address			
(Including Postcode)			
Email Address	Electronic Invoicing Yes/No		
* Landline Number	Credit Required		
Mobile Number	Account Password		
Goods to be supplied with Official Order Only? Yes/No	Order Format Required		

Non Limited Companies/Partners/Individuals	OR	Limited Companies
* Proprietors Names (in full)		Contact Name
* Date of Birth(s)		* Registered Office Address
* Home Address(es) Including Postcode
		* Company Registration Number

* Bank Name	* Bank Account Number
* Bank Address	* Bank Sort Code
	Time with Bank

I/we agree that all my/our future trade with Howden Joinery Limited will be on the terms and conditions which are listed overleaf, a copy of which I acknowledge I have seen and agree to.

Howden Joinery Limited may from time to time make a search of a credit reference agency and will keep a record of the results of the search together with the information on this application form. They may also from time to time make enquiries about Directors and Partners. This data will be stored and will be used for the administration of your account, in accordance with the terms of current Data Protection Legislation. The data will not be disclosed without your consent unless Howden Joinery Limited is required to do so by Law or other enactment, or for the purposes of recovery of a debt in case of non payment.

* Print Name
* Sign & Date

Limited company applications require either a listed Company Director or Company Secretary to sign
 All applications for non limited companies/individuals must be accompanied by either original photographic driving licence / gun licence OR
 UK passport / cscs card / cis card / gas safe register card / national id card / british locksmith association card with an original utility bill dated within 3 months of application.

Office Use Only

Photo ID Type(s)	
Photo ID Number	
Sign & Date	
(Confirming original has been viewed and details are correct)	
Manager Authorised	Depot No

1. BASIS AND TERMS OF TRADING

- 1.1 These Conditions are personal to the Customer and may not be assigned without the prior consent of the Company. They shall apply to all contracts for the sale of goods and/or the supply of services by Howden Joinery Limited (the Company) to you (the Customer) to the exclusion of all other terms and in any order or request for the supply of goods and/or services made by the Customer.
- 1.2 No variation of these conditions shall be binding unless agreed in writing and signed by the Company's authorised representative. This document contains the entire terms and conditions of the agreement between us unless otherwise stated in writing.
- 1.3 Orders for goods and services provided for by this agreement which involve the use of the Customer's trade account facility will only be accepted from the Customer. Agents or third parties may not use the trade account facility provided to the Customer unless the Customer has provided an authority for that party to obtain goods and/or services on behalf of the Customer, which may be verbal or in writing. If an authority is given verbally the Company may at any time in its absolute discretion require that the Customer confirm that authority in writing. Unless it is specifically limited in time or extent, the Company shall treat an authority, whether verbal or in writing, as open ended and the Customer shall be liable for all orders made by that agent or third party or the trading account unless and until that authority is revoked in writing by the Customer.
- 1.4 For the purposes of the calculation of time periods set out in this agreement, time shall run from the date on which goods and/or services are supplied and/or delivered, in the case of goods whether a delivery note has been signed by the Customer or not.
- 1.5 As part of the provision of services, the Company may engage the services of an independent contractor. Other than in relation to the delivery of goods, the identity of the contractor will be notified to the Customer by the Company.

2. PRICE

- 2.1 All prices quoted are valid for 30 days only or until earlier acceptance by the Customer after which time they may be altered by the Company giving notice to the Customer. The Company reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Goods to reflect an increase of the costs to the Company which is due to any factor beyond the control of the Company. Upon receipt of any notice of increase in price, the Customer shall notify the Company of any intention not to continue to purchase the goods in writing prior to delivery. In the absence of such notification by the Customer, goods delivered by the Company are deemed to be accepted by the Customer at the price shown on the invoice.

- 2.2 All prices quoted by the Company are exclusive of Value Added Tax.

3. PAYMENT TERMS

- 3.1 Unless the Customer has an approved credit account with the Company, all goods must be paid for prior to collection.
- 3.2 If the Customer has an approved credit account, the Company shall invoice the Customer for the price of the goods on or at any time after delivery or collection of the goods and the Customer shall pay the price of the goods without deduction within one calendar month from the last day of the month in which they were supplied. The extent of any credit supplied by the Company to a Customer with an approved credit account is a deferral of payment in full for one calendar month from the date of collection or delivery only and accordingly, the terms of such credit are not regulated by the Consumer Credit Act 1974.
- 3.3 The Customer may not withhold payment of any invoice or other amount that may be due to the Company by reason of any right of set off or counterclaim, which the Customer may have, or believe they have, or for any other reason.
- 3.4 If the Customer does not pay for the goods by the due date then the Company may cancel the contract, (and any related credit account), suspend any further deliveries to the Customer, and charge interest on the amount unpaid from the date that the goods were invoiced at a rate of 4% per annum above [Lloyds TSB Bank Plc] base rate, or the rate specified in the Late Payment of Commercial Debts (Interest Act) 1998 whichever shall be the higher or claim reasonable compensation for debt recovery costs as specified in the Late Payment of Commercial Debts Regulations 2002. The Company specifically reserves the right to charge an administration charge on each occasion a Customer payment is returned by its bank unspent.

4. RETENTION OF TITLE

- 4.1 Goods supplied by the Company shall be held at the Customer's risk immediately on delivery to the Customer or into custody on the Customer's behalf and the Customer should therefore be insured accordingly. Property in goods supplied hereunder will pass to the Customer when they have been paid for in full and shall not pass upon delivery or collection. Until payment in full has been received by the Company, the Customer shall hold the goods in a fiduciary capacity for the Company in a manner which enables them to be identified as the goods of the Company and the Customer shall immediately return the Goods to the Company on request.

- 4.2 The Customer's right to possession of the goods shall cease in the event of the Customer becoming insolvent or bankrupt or the subject of Administration, or if circumstances arise which would entitle any person to petition for the Customer's winding up or bankruptcy, or if any Statutory Demand is served upon the Customer, or if the Customer makes any arrangement with its creditors which is in the alternative to being made insolvent or bankrupt.

- 4.3 The Customer grants the Company an irrevocable licence to enter at any time any vehicles or premises owned or occupied by the Customer or in its possession for the purpose of repossession and removing any such Goods the property in which has remained in the Company under paragraph 4.1 hereof. The Company shall not be responsible for and the Customer will indemnify the Company against liability in respect of damage caused to such vehicles or premises in such repossession and removal being damage it was not reasonably practicable to avoid.

- 4.4 The Customer must ensure that if the Goods are or become affixed to any and/or building they shall be capable of being removed without material injury to such land or building and to take all the necessary steps to prevent title to the Goods from passing to the landlord of such land or building. The Customer warrants to report and make good any damage caused by the affixation of the Goods to or their removal from any land or building and to indemnify the Company against loss damage or liability it may incur or sustain as a result of such affixation or removal.

- 4.5 Notwithstanding paragraph 4.4 hereof, the Customer shall be permitted to sell the Goods to third parties in the normal course of business. In this respect the Customer shall act in the capacity of a Commission Agent and the proceeds of any such sale shall be held in trust for the Company in a separately identifiable bank account.

5. DELIVERY AND STORAGE OF GOODS

- 5.1 Unless otherwise stipulated in writing delivery of the goods shall be made by the Customer collecting the goods from the Company's depot where the goods are purchased. Any dates quoted for delivery of the goods are approximate only and the Company shall not be liable for any delay in delivery. The time for delivery shall not be of the essence of this agreement. The Company may deliver the Goods in instalments. In these circumstances each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the contract as a whole as repudiated. The Company's liability (if any) for late or non-delivery of goods shall be limited to the price of those goods not delivered. The Company will not be liable to any claim for consequential loss or damages in these circumstances.

- 5.2 If goods are delivered to the Customer or to a location at the direction of the Customer, the Customer will ensure that the delivery note which accompanies the goods will be signed by the Customer or a representative of the Customer authorised to sign for and on behalf of the Customer. Failure to sign a delivery note on delivery may result in the Company declining to deliver the goods in which case clause 5.3 herein shall apply.

- 5.3 If the Customer does not take or accept delivery of the goods or gives inadequate delivery instructions (other than for reasons beyond the Customer's control) or does not sign or have signed the delivery note on delivery then the Company may store the goods until actual delivery and claim the reasonable charges (including insurance) of storage or sell the goods at the best price readily obtainable and charge for any shortfall below the price under the contract.

- 5.4 If the Company has agreed to deliver the goods to the Customer's premises or place of operations then the Customer is responsible for providing a safe means of access from the public highway to the place of delivery. If the Company's elected delivery driver considers that access is unsafe then the Company will not deliver until safe access is provided. If the Company is unable to deliver the goods due to there being no safe means of access then it may store or sell them and charge the Customer in accordance with this clause 5.3 of this Agreement.

- 5.5 For so long as the retention of title clause applies to the goods, notwithstanding clause 4.5 hereof, the Customer shall store and keep the goods properly and in accordance with instructions of the manufacturer and shall in any event keep all goods in a dry place, stacked flat, raised from the ground and properly protected from the weather and kept separate and distinct from the goods and products of any other supplier.

6. CLAIM FOR DEFECT

- 6.1 The Customer shall inspect the goods on delivery and shall within five working days notify the Company in writing of any alleged defect, shortage in quantity, damage or failure to comply with description or sample (save where such defect is not reasonably apparent from an initial inspection). Insofar as is reasonably practicable, inspection of the goods shall be undertaken without the removal of delivery packaging. If the Customer fails to comply with these provisions the goods shall be presumed to be in accordance with the contract and free from any defect or damage which will be apparent on a reasonable inspection of the goods and the Customer shall be deemed to have accepted them.

- 6.2 The Customer must insure against any costs claims or demands arising from the Customer's obligation to any third party and due indirectly or directly to any defects or delays in the Goods or materials supplied or work done by the Company, and will indemnify the Company in respect thereof. Goods manufactured to the design or specification of the Customer are produced without warranty of any kind except their compliance with the design or specification.

- 6.3 The Customer will fully indemnify the Company in respect of any claim costs or expenses losses or demands resulting therefrom including the infringement of any intellectual property rights resulting from the Company's use of the said design or specification. Any design and advisory services (including the preparation of drawings specifications and contract particulars) shall be provided by the Company with reasonable skill and care but no other representation or undertakings are made or can be implied in connection therewith.

7. WARRANTY / SPECIFICATION AND FITNESS FOR PURPOSE

- 7.1 Subject to clause 6 hereof the Company warrants the goods against defects in materials and services provided directly by the Company for a period of twelve months. The Company's obligations under warranty are limited to repair, replacement on an exchange basis or refunding the cost of the goods or those parts of the goods, which are defective. The Company does not give a warranty in respect of services supplied by any contractor engaged by the Company.

- 7.2 The goods are supplied on the basis that they conform to the written descriptions contained on the order or confirmation where supplied. Pictures and drawings in any catalogues are for illustrative purposes only. Because many of the Company's goods are made from timber or other natural products, no warranty can be given that they will be the same in all material respects as any sample, and they are therefore subject to variation of shade, colour and texture.

- 7.3 As the Company's goods have many individual applications, the Customer agrees to inspect the goods and satisfy himself or herself that they are fit and suitable for the particular intended purpose and are of appropriate quality. The Company gives no warranty that the goods are fit for a particular individual purpose, although does warrant that they are fit for the general purpose which is obvious from the very nature of the goods themselves. The Company shall be under no liability in respect of any defect in the goods arising from any drawings, design or specification supplied by the Customer. The Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failing to follow the instructions, misuse or alteration or repair of the goods, failing to store the goods in appropriate conditions or any breaches of the provisions of 7.4 hereof.

- 7.4 For the period of this warranty, the Customer agrees to store and keep the goods properly and in accordance with instructions of the manufacturer, keep all goods in a dry place, stacked flat, raised from the ground and properly protected from the weather; without limitation, all un-primed wood must be knotted and primed immediately after delivery and receive further coats of paint within a reasonable time; any treated surface subsequently cut shall be treated before joinery is fixed in position. The Company does not accept liability for any swelling due to the presence of excessive moisture or other neglect or to any failure to store or use supplied as directed by the manufacturer or the Company.

8. LIMITATION OF LIABILITY

- The Company's liability to the Customer for death or injury resulting from its own negligence or that of its employees shall not be limited. The Company shall accept liability to the Customer in respect of damage to the tangible property of the Customer other than the goods themselves resulting from the negligence of the Company or its employees limited to the amount for which the Company has insurance cover under which a claim can be made in the sum of £10,000,000. The Company's liability in the tort of negligence in respect of the goods themselves shall be limited to the price of the goods and no liability shall be accepted for any consequential loss or damage. The Company does not accept liability for the acts and/or omissions of any independent contractor engaged by the Company.

9. TERMINATION

- If the Customer shall fail to perform any of its contractual obligations hereunder; fail to make payment on a due date for payment; commit any act of bankruptcy or a receiver is appointed over its business undertaking or assets or has entered into liquidation whether compulsory or voluntary (save for the purpose of amalgamation or reconstruction of a solvent limited company). Cease to trade or threaten to cease to trade have exceeded its credit limit with the Company or the Company has any reason to have serious doubts as to the Customer's solvency then the Company shall be entitled without notice and without prejudice to its other remedies in the Conditions to suspend or cancel the further performance of this Contract and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

10. DATA PROTECTION AND CONFIDENTIALITY

- 10.1 The Customer warrants that it is and will at all times remain fully registered as a Data Controller within the meaning of the Data Protection Act 1998 and will ensure at all times that it complies with the effects of and the processes under the Act when dealing with personal data including but not limited to personal data of any third party.

- 10.2 The Customer shall not disclose to any third party the pricing policy or structure employed by the Company and in particular shall not disclose any information relating to any discount or promotional offer by the Company without having obtained prior written approval from the Company. Breach of this clause shall entitle the Company to damages equivalent to the discount received by the Customer during the course of trading.

11. NOTICES AND COMMUNICATION AND CHANGES IN THE INFORMATION SUPPLIED BY THE CUSTOMER

- 11.1 The Customer agrees to accept service of notices and communication from the Company, to include, without limitation, product and offer notifications, accounts and payment notifications and reminders and will accept formal service by all of the methods listed overleaf in the application for trade account and shall include for the avoidance of doubt, post by any class and recorded delivery fax, e-mail, telephone call and text message.

- 11.2 The Customer must inform the Company in writing of any change of name, trading status or any change in contact details contained within the trade account and must be able to provide copies of such request as evidence in any dispute that may arise out of such changes notwithstanding the fact that acceptance of any changes for the purpose of continue trading and use of the trade account will be at the sole discretion of the Company.

12. LEGAL CONSTRUCTION

- This Contract is subject to the laws of England and Wales and all disputes arising out of this Contract, subject to exclusive jurisdiction of the courts of England and Wales except where this agreement is made in Scotland in which case it will be subject to the jurisdiction of the courts of Scotland.