

PART A: BUSINESS INFORMATION & CONTACT DETAILS

Trading Name (please attach letterhead or copy of Official Purchase Order to your application):		Business Type (please circle or delete as applicable):	
		Sole Trader Partnership Limited Company	
Invoicing Address:		Registered Office Address (if Limited Company):	
Telephone Number		Company Registration Number	
Fax Number		VAT Registration Number	
Email Address		Website URL	

Have you previously held an account with Edmund Bell? No Yes →

Are you affiliated with any other organisations in the textiles industry? No Yes →

Would you like to receive information regarding special offers? No Yes

Would you like to receive automatic order confirmations by email? No Yes

Old account number if known:

Please specify:

Please provide the most relevant contact details for each of the following:

Contact Type	Name	Phone Number(s)	Email Address
Primary			
Accounts (Invoices etc.)			
Special Offers			
Order Confirmations	<<<<<<< Not Applicable >>>>>>>>		

How did you hear about Edmund Bell?

Advert / Press Release

Email Promotion

Event / Exhibition

Referral

Sales Call

Website / Search Engine

Other - please specify:

Which market does your business operate within? Contract Domestic Both

Which ONE of the following BEST describes your business?

<input type="checkbox"/> Contractor General	<input type="checkbox"/> End User - Care Home / Care Group	<input type="checkbox"/> Architect
<input type="checkbox"/> Home Worker	<input type="checkbox"/> End User - Council / Housing Assoc.	<input type="checkbox"/> Interior Designer
<input type="checkbox"/> Independent Retailer	<input type="checkbox"/> End User - Education	<input type="checkbox"/> Procurement Company
<input type="checkbox"/> Local Workroom	<input type="checkbox"/> End User - Hospital	<input type="checkbox"/> Specifier
<input type="checkbox"/> Multiple Retailer	<input type="checkbox"/> End User - Hotel / Leisure	<input type="checkbox"/> Wholesaler / Distributor / Editor
<input type="checkbox"/> National Curtain Manufacturer	<input type="checkbox"/> End User - Marine / Cruise	<input type="checkbox"/> Other - please specify:
<input type="checkbox"/> National Workroom	<input type="checkbox"/> End User - Prison	

Number of Employees:		Approximate Annual Turnover:	£
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PART B: CREDIT REQUIREMENTS

Please tick ONE of the following options:

1) I/We would like to trade on a PRO FORMA basis and pay for any goods upfront

2) I/We would like to apply for a CREDIT ACCOUNT and pay for any goods within 30 days of invoice date

If you selected option 2 above and are applying for a credit account please complete the section below

Please enter the full names and addresses of Owners / Directors / Partners		<div style="border: 1px solid black; padding: 10px; background-color: #f0f0f0;"> <p>Credit Limit Required</p> <p>£</p> </div>
Name:	Name:	
Address:	Address:	
Tel:	Tel:	

Please provide details of three trade references

Name:	Name:	Name:
Address:	Address:	Address:
Tel:	Tel:	Tel:
Fax:	Fax:	Fax:

If this application is granted, I/we undertake to adhere to your Conditions of Business- as shown overleaf- which we fully understand and agree thereto, and to settle my/our account 30 days after invoice date. I also authorise you to take bank or credit references to enable you to process my request. **(PLEASE ENSURE YOUR FORM IS SIGNED BY AN OWNER OR DIRECTOR)**

Print Name: _____ **Position:** _____ **Signed:** _____ **Date:** _____

Edmund Bell & Company Limited
TERMS AND CONDITIONS OF SALE

1. **Interpretation**
 - 1.1 In these Conditions the following words have the following meanings:
 - the Buyer means the person(s), firm or company who purchase the Goods from the Company;
 - Contract means any contract between the Company and the Buyer for the sale and purchase of the Goods incorporating these Conditions;
 - Goods means the curtain linings and fabrics and any other goods agreed in the Contract to be supplied of the Buyer by the Vendor (including any part or parts of them);
 - The Vendor means Edmund Bell and Company Limited.
 - 1.2 In these Conditions references to any statute or statutory provision shall, unless the context otherwise requires be construed as a reference to that statute or statutory provision as from time to time amended, consolidated modified, extended, re-enacted or replaced.
 - 1.3 In these Condition references to the masculine include the feminine and to the singular include the plural and vice versa as the context admits or requires.
 - 1.4 In these Conditions heading will not affect the construction of these Conditions.
2. **Formation of Contract**

All Contracts entered into by the Vendor are subject to these Conditions which shall prevail over any conditions on the buyer's order form, or similar document, and no variations to these Conditions or any representations about the Goods shall have effect unless agreed in writing and signed by the Vendor.
3. **Quotations**
 - 3.1 Price lists and other quotations issued by the Vendor are estimates only and shall not be binding with regard to price, quantity or delivery although all reasonable efforts will be made to adhere to them. In the absence of specific agreement in writing, the Vendor's current price list at time of the order shall determine the selling price.
 - 3.2 All prices are excluding VAT and all costs or charges in relation to loading, unloading, carriage and insurance all of which the Buyer will pay in addition to the price of Goods unless otherwise indicated.
 - 3.3 The Vendor reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of Goods to reflect any increase in the costs to the Vendor which is due to any factor beyond the control of the Vendor (such as, without limitation, any foreign exchange fluctuation, currency regulation, alterations of duties, the significant increase in the cost of labour which has resulted in an increase has resulted in an increase in the charges of the manufacturer) any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Vendor adequate information or instructions.
4. **Specifications**
 - 4.1 All specifications, samples, etc. supplied by the Vendor are given for the sole purpose of giving an approximate idea of the Goods but shall not be treated as binding or form part of the Contract.
 - 4.2 No order which has been accepted by the Vendor may be cancelled by the Buyer except with the agreement in writing of the Vendor and on the terms that the Buyer shall indemnify the Vendor in full against all loss (including loss of profit), costs (including the cost of all labour and materials), damages, charges and expenses incurred by the Vendor as a result of the cancellation.
5. **Orders & Delivery**
 - 5.1 Orders are accepted by the Vendor subject to availability of the Goods.
 - 5.2 Method of delivery will be at the Vendor's absolute discretion unless otherwise agreed in writing.
 - 5.3 Any dates specified by the Vendor for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are specified, delivery will be within a reasonable time.
 - 5.4 The Vendor will not be liable for any loss (including loss of profit), costs, damages, charges of expenses caused directly or indirectly by any delay in the delivery or any incomplete delivery of the Goods (even if caused by the Vendor's negligence) nor will any delay entitle the Buyer to terminate or rescind the Contract.
 - 5.5 The Vendor reserves the right to deliver by instalments.
 - 5.6 The Vendor agrees that the Buyer shall receive the correct quantity of Goods if the order is for 50 meters or less. If the quantity of Goods is more than 50 meters the Buyer may receive more or less than the amount ordered but shall not be entitled to object or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such Goods pro rata to the Contract rate.
 - 5.7 ALL PARCELS TO BE INSPECTED FOR APPARENT DEFECTS BY THE BUYER IMMEDIATELY ON DELIVERY. ANY SHORTAGES OR DAMAGED PARCELS MUST BE ENDORSED ON THE CARRIERS DELIVERY NOTE AND THE VENDORS ADVISED IMMEDIATELY WITH WRITTEN CONFIRMATION WITHIN THREE WORKING DAYS OF RECEIPT OF THE GOODS. THE VENDOR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE IF A CLEAN SIGNATURE IS GIVEN TO THE CARRIER.
 - 5.8 If the Vendor is notified of any shortages or damages in accordance with clause 5.7 above its liability shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoices raised for such Goods.
6. **Payment**
 - 6.1 Payment shall be in Sterling in cash or cleared funds on or before 30 days from the date of invoice, unless otherwise agreed in writing.
 - 6.2 If payments is not made on the due date the full invoice price shall be deemed to be overdue and the Vendor, without prejudice to any other rights, may charge interest on the overdue debt at 2% per calendar month or part thereof from the due date to date of payment (whether before or after judgment).
 - 6.3 The Buyer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Vendor to the Buyer.
 - 6.4 The Vendor also reserve the right in the alternative to clause 6.3 to claim interest under the Late Payment of Commercial Debts (interest) Act 1998.
 - 6.5 In the event of payments (in respect of any Contract) not being made to the Vendor by the due date then further supplies may be withheld and/or any outstanding Contract(s) cancelled at the Vendor's absolute discretion.
7. **Title & Lien**
 - 7.1 The Vendor shall retain title to and ownership of the Goods until payment is received in full in cash or cleared funds all sums due in respect of:
 - 7.1.1 the Goods; and
 - 7.1.2 all other sums which are or which become due to the Company from the Buyer on any account.
 - 7.2 Until payment is made and ownership passes the Buyer must:
 - 7.2.1 hold the Goods on a fiduciary basis as the Vendor's bailee;
 - 7.2.2 store the Goods (at no cost to the Vendor) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Vendors property;
 - 7.2.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 7.2.4 maintain the Goods in satisfactory conditions insured on the Vendor's behalf for their full price against all risks to the reasonable satisfaction of the Vendor. On request the Buyer shall produce the policy of insurance to the Vendor: and
 - 7.2.5 hold the proceeds of the insrance referred to in condition 7.2.4 on trust for the Vendor and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
 - 7.3 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:
 - 7.3.1 any sale shall be effected in the ordinary course of the Buyer's business at full market value, and
 - 7.3.2 any such sale shall be a sale of the Vendor's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.

- 7.4 The Buyer's rights to possession of the Goods shall terminate immediately if;
- 7.4.1 the Buyer has a bankruptcy order made against him; or
- 7.4.2 the Buyer makes an arrangement or composition with his creditors, or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors; or
- 7.4.3 (being a body corporate) the Buyer convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation;
- 7.4.4 the Buyer has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof; or
- 7.4.5 a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or
- 7.4.6 any proceedings are commenced relating to the insolvency of the Buyer; or
- 7.4.7 the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/performs any of his/its obligations under the Contract or any other contract between the Vendor and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
- 7.4.8 the Buyer encumbers or in any way charges any of the Goods.
- 7.5 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the passed from the Vendor. Goods has not
- 7.6 The Buyer grants the Vendor, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them or, where the Buyer's right to possession has terminated, to recover them.
8. **Warranty**
- 8.1 Where the Vendor is not the manufacturer of the Goods, the Vendor will endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Vendor.
- 8.2 The Vendor warrants that the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1994.
- 8.3 All claims for Goods not of satisfactory quality must be notified within 30 days of delivery. The Vendor shall be given a reasonable opportunity to inspect the Goods upon receipt of such notice and the Buyer shall provide reasonable facilities to enable the Goods to be inspected by the Vendor. Where the Goods in question are not of satisfactory quality the costs of delivery/return shall be for the Vendor's account but the Vendor will otherwise be entitled to charge such costs to the buyer's account plus £10.00 handling charge per consignment in all cases details of goods to be returned should be notified to the Vendor who will arrange collection.
- 8.4 In the event of such claim being accepted by the Vendor, the Vendor may refund the price or replace with similar goods at its absolute discretion.
- 8.5 The Vendor shall have no liability where:
- 8.5.1 the Goods have been altered, adjusted or adapted otherwise than in accordance with the Vendor's instructions or recommendations; or
- 8.5.2 the Buyer makes any further use of such Goods after giving such notice; or
- 8.5.3 the defect arises because the Buyer failed to follow the Vendor's oral or written instructions or any recommended care instructions as to the storage, use or maintenance of the Goods or (if there are none) good trade practice.
9. **Limitation of the Liability**
- 9.1 Subject to condition 8, the following provisions set out the entire financial liability of the Vendor (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
- 9.1.1 any breach of these Conditions: and
- 9.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with Contract.
- 9.2 The Vendor shall not be deemed to have any knowledge of the purpose or market for which the Goods are supplied unless otherwise stipulated in the Contract. Except as provided for in these Conditions, the Vendor shall have no further liability for a breach in respect of the Goods and there are no warranties, express or implied, of fitness for a particular purpose, or of any other kind except as to title. In particular, all conditions and warranties, which would otherwise be implied by statute or under the common law, are to the maximum extent permitted by law hereby excluded.
- 9.3 To the maximum extent permitted by law (and without prejudice to the provisions of the Unfair Contract Terms Act 1977 and the Consumer Protection Act 1987) all claims, whether in contract, tort (including negligence or statutory duty, misrepresentation or otherwise) shall be limited to the price as set out in the Contract;
- 9.4 Notwithstanding the provisions of clause 9.3 the Vendor shall under no circumstances be liable for any direct or indirect, special or consequential loss (including loss of business, depletion of goodwill, loss of profit or otherwise), costs, expenses or other claims for consequential compensation howsoever arising either from breach or non-performance of any of its obligations under the Contract, even if the Vendor has been advised of the possibility of such potential loss.
- 9.5 Nothing in these Conditions excludes or limits the liability of the Vendor for death or personal injury caused by the Vendor's negligence or fraudulent misrepresentation.
- 9.6 In the event of the Vendor excludes into a Contract with a consumer, then nothing in this clause shall effect their statutory rights.
10. **Labelling**
The Buyer shall be responsible for the compliance with any statutory requirements of labelling.
11. **Governing Law**
All Contracts entered into by the Vendor shall be governed and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.
12. **Assignment**
- 12.1 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Vendor.
- 12.2 The Vendor may assign the Contract or any part of it to any person, firm or company.
13. **Force Majeure**
The Vendor reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Vendor including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials Provided that, if the event in question continues affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials Provided that, if the event in question continues for a continuous period on excess of 60 days, the Buyer shall be entitled to give notice in writing to the Vendor to terminate the Contract.
14. **General**
- 14.1 Each right or remedy of the Vendor under the Contract is without prejudice to any other right or remedy of the Vendor whether under Contract or not.
- 14.2 If any provision in the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonably it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 14.3 Failure or delay by the Vendor in enforcing or partially enforcing any provision of the Contract will not be Contract will not be construed as a waiver of any of its rights under the Contract.
- 14.4 Any waiver by the Vendor of any breach of, or any default under, any provision of the Contract will not be deemed a waiver of any of its rights under the Contract.

15. **Communications**

15.1 All communications between the parties about this Contract must be in writing and delivered by hand or sent by pre-paid first class post or sent by facsimile transmission;

15.1.1 in the case of communications to the Vendor) to its registered office or such changed address as shall be notified to the Buyer by the Vendor;

15.1.2 (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of this Contract or such other address as shall be notified to the Vendor by the Buyer.

15.2 Communications shall be deemed to have been received;

15.2.1 if sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting);

15.2.2 if delivered by hand, on the day of delivery;

15.2.3 of sent by facsimile on a working day prior to 4.00pm, at the time of transmission and otherwise on the next working day.