

CREDIT ACCOUNT APPLICATION FORM

<p><u>Invoice/Statement Address</u></p> <p>Name of applicant(s).....</p> <p>Trading Title.....</p> <p>Address.....</p> <p>.....</p> <p>Phone No.....Fax No.....</p> <p>We would like to email statements to you, is this ok Yes/No If yes your email is..... Our Contact for accounts.....</p>	<p><u>Delivery Address (if different to invoice)</u></p> <p>Name.....</p> <p>Address.....</p> <p>.....</p> <p>Phone No.....Fax No.....</p> <p>To be booked in Yes/No Web Address..... Contact for delivery.....</p>
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<p><u>Company Registered Office and Registration No.</u></p> <p>Name.....</p> <p>Address.....</p> <p>.....</p> <p>Phone No.....Fax No.....</p> <p>Registration No.....</p>	<p><u>Full Name and Home Address of Owner or 1st Partner</u></p> <p>Name.....</p> <p>Address.....</p> <p>.....</p> <p>Phone No.....Fax.....</p> <p>Email address.....</p>
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<p><u>Trade Credit Reference (1)</u></p> <p>Name.....</p> <p>Address.....</p> <p>.....</p> <p>Phone No.....Fax No.....</p> <p>Your a/c No.....Credit control contact.....</p>	<p><u>Full Name and Home Address of 2nd Partner</u></p> <p>Name.....</p> <p>Address.....</p> <p>.....</p> <p>Phone No.....Fax No.....</p> <p>Email address.....</p>
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Years in business.....How long at this address.....Opening times.....Weekday closed if any.....

Legal form of business.....Credit limit requested £.....

Payment for goods/service is by Direct Debit on the 25th of the month following the date of the invoice

Please fill in the separate Direct Debit Mandate and return it with this form and a company letterhead. Payment can be made by debit or credit card before delivery or cash/cheque on delivery.

Please fill in all of this form so that opening an credit account is not delayed by us returning it to you for completion.

By signing this form I/we confirm the above information is correct and agree to notify in writing of any amendments. I acknowledge I have read and understood your terms and conditions of trading and agree to abide by them in particular 1) Prices are strictly nett and may change without notice, 2) Retention of title. The property in any goods supplied by the seller shall remain with the seller until full payment is received but any risk shall pass to the buyer on delivery, 3) Payment must be made according to our terms. You agree to us contacting your trade reference and our credit references agencies for information and you are authorised to sign.

Authorised Signature..... Date.....

Full Name of Signatory in capitals..... Position.....

Office use only

New a/c..... New Outlet..... A/C No..... Trade Ref.....Credit Limit £.....T& C sent.....Credit Agency.....D/D.....

Pennine Tea and Coffee Limited
Terms and Conditions of Trading

Please study these terms and conditions as the placing of an order is held to be an acceptance of them.

Interpretation - "Buyer" means the legal person or their agent whose order for goods is accepted by the seller. In the absence of manifest evidence to the contrary the seller shall be entitled to assume that the person giving the order is an authorised representative of the buyer. "Goods" means the goods that the seller is to supply or services including but not limited to servicing, repairs and training to the buyer subject to the seller conditions. "Seller/Company" means Pennine Tea and Coffee Limited. "Conditions" means the terms and conditions of trading set out in this document, which shall govern to the exclusion of any other, terms and conditions. "Order" means an order given orally or in writing using an acceptable form of communication (such as telephone, email, facsimile) and in both cases given by an authorised representative of the buyer. The seller's price lists, catalogues and quotations do not constitute offers by the seller. Any typographical, written, clerical or other error or omission in any literature, quotation, price list, catalogue, invoice or other document issued by the seller shall be subject to correction without liability on the part of the seller.

New Accounts - Both a credit application form and Direct Debit mandate must be filled in full and satisfactory trade reference must be received before a credit account may be opened. The company reserves the right to request advance payment in full for the first or any subsequent order, and to cancel any credit accounts without notice.

Payment Terms - Payment for goods is due at the time of delivery either by cash or cheque to our van driver (not a courier) or credit/debit card unless the seller has agreed credit terms. These credit terms are strictly 30 days nett from the date of invoice. Payment by Direct Debit will be collected as per the note on the invoice (usually on the 25th day or nearest banking day following the month of the invoice) Overdue invoices will be subject to charge for simple interest from the due date at bank base rate plus 8% under legislation effective 01/11/2000 in the late payment of commercial debts (interest) act 1988. The seller reserves the right to suspend delivery or further deliveries and/or cancel allowances of credit in the event of any payments not being made when due or if the seller at its discretion at any time considers the financial circumstances of the buyer have ceased to justify the payment terms previously agreed. The buyer may not set off any payments due to them. No payment will be deemed to have been received until they are cleared funds. Time for the payment of the price shall be of the essence.

Costs - Any costs incurred by the company for third party collection, court and legal fees and all other expenses will be charged to and payable by the buyer. Represented or returned cheques will be charged at £10.00 plus vat each time.

Prices - All prices shown are strictly nett and are subject to change without prior notification. All products will be invoiced at price ruling on the day of dispatch. All prices quoted are exclusive of Value Added Tax, which will be charged at the rate prevailing at the time of delivery. Our price list is not an offer and any current price list replaces all others. All prices are quoted exworks and can be subject to a carriage charge.

Claims - Notification of non-arrival must be received within 2 days of invoice. Claims for damage must be in writing within 3 days. The buyer must examine the goods on delivery and sign the delivery note including a note on any damage or shortage. A clear signature must be given, signatures endorsed unchecked or unexamined are not acceptable and will be regarded by the seller as a clear signature.

Indemnity - The buyer shall indemnify the seller against all claims made against the seller in relation to the goods for which if the claims were made by the buyer against the seller the seller would have no liability. The buyer shall indemnify the seller against all loss, damage, injury, costs and expenses (including without limitation professional fees incurred) suffered by the seller. Any recommendation or advice given by the seller or its employees or its agents is acted upon entirely at the buyers own risk and accordingly the seller shall not be liable therefore.

Change of ownership - The buyer(s) agree that if they sell their business they will still be liable for all outstanding invoice/cost of themselves and the people that they have sold their business to unless they inform the company in writing of their purchaser/the new buyer details. The company will in writing acknowledge the details of the new buyer who must fill in a new credit account application form and direct debit mandate then the buyer will only be responsible for their own debts.

Bankruptcy - If the buyer has a receiver appointed over any of its assets or (being an individual or firm) becomes bankrupt or compounds with its creditors or (being a company) becomes insolvent or goes into liquidation then without prejudice to any other right or remedy available to the seller the full price for the goods shall be immediately payable. If the price for any delivered goods is not forthwith paid the seller shall have the right to enter the buyers premises and reprocess goods.

Delivery - Any dates and times are approximate and early or late delivery will not be an acceptable reason for refusing goods and the seller shall not be liable for any expense the buyer may incur for early or late delivery. The seller shall determine method, date and time of delivery. Postponement of delivery at the buyer's request or the failure on the buyers part to accept delivery then the buyer shall be liable to pay the seller all extra expenses. The seller reserves the right to suspend delivery or further deliveries and/or cancel allowance of credit in the event of any payments not being made when due.

Returns - The company does not operate a sales or return policy. The seller shall not be liable for any goods returned.

Title - The title in any goods supplied shall remain invested in the seller until unconditional payment in full is received and cleared through the seller's bank account, but risk and liability thereon shall pass to the buyer on delivery. The buyer shall keep goods in such a manner that they shall be identifiable by the seller and the buyer shall keep the goods in an acceptable condition and comprehensively insured against normal perils and commercial risk. The buyer may sell the goods in normal course of its business but in a fiduciary capacity as a bailee of the goods and pursue all claims of goods. In the event of non-payment by the buyer by the due date, the seller shall be entitled without prejudice and in addition to all other rights to enter (with or without notice) the property where the goods are and recover possession of them. The buyer hereby grants the seller an irrevocable right to enter any premises of the buyer for the said purpose.

Cancellation - After an order has been accepted by the seller the order can only be cancelled with the sellers consent and the buyer shall be liable for any costs expended by the seller on account of the said cancellation.

Intellectual Property Rights - Trademarks, copyrights and others (Intellectual property rights) belong to their owners and the buyer agrees they can only be used with the owners permission in writing and the seller cannot give that permission. The buyer agrees that they or their employees or agents cannot remove or alter any intellectual property rights and if permission is given must only use them with the owners product and not misrepresent them.

Warranty - Warranties for machinery are subject to the manufactories terms and conditions and as well as these terms and conditions.

Please Note - These terms and conditions shall automatically take priority over the buyers conditions of purchase regardless of their content and the buyers act of providing an order constitutes acceptance of the sellers terms and conditions of trading and this contract shall be subject to English Law.

Data Protection Act - Where you provide the company with personal data ("data") you understand that the data will be held securely in confidence and processed for the purpose of carrying out the company's business and associated activities in operating a trading account with the company, you accept that the company may consult and disclose the data to credit reference agencies, banks and other responsible organisations outside the company's business that the company as nominated ("third parties") and that such third Parties may process the data. You understand that under the Act you have the right to know what data the company holds on you if you apply to the company in writing and pay the applicable fee.

The Customer/Buyer agrees to:-

- a) When using the sellers equipment only the sellers and no other companies products are to be used in/with the sellers machinery.
- b) Clean all equipment daily and accept charges incurred through staff misuse, accidental or malicious damage including all glassware i.e. jugs.
- c) Replace any of the sellers equipment if it is lost or stolen and fully insure all equipment for the replacement cost.
- d) No responsibility will be accepted by the seller for any failure caused by poor water supply particularly in the case of limescale.