

## trade account application

**VIA  
INTERNET**

We thank you for your interest shown in JP Distribution Co Ltd.

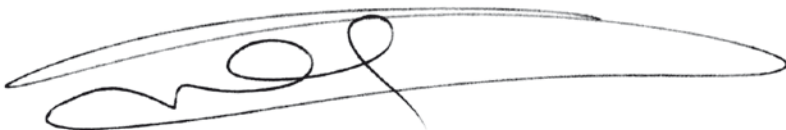
If you would kindly complete in full the attached documents and return the original signed paperwork to Credit Control at the above address we will make the necessary checks to hopefully be able to offer a trading account with our Company.

Please note that on receipt of a completed emailed or faxed credit application form we will allow one order to be placed, but this must be paid for either by cash or credit card prior to or upon delivery of the goods.

Once the original application is received in our department, and the checks etc., have been completed, we will advise you in writing of your account number and contacts within our Company, also the type of account you have been granted advising where applicable your credit limit with us.

We thank you for your kind assistance in this matter and look forward to a long and happy association with you.

Yours sincerely



Sue Gettings  
Credit Control Manager  
JP Distribution Co Ltd

# trade account application

**PLEASE ENSURE THIS APPLICATION FORM IS COMPLETED IN FULL AND THE HAND SIGNED COPY IS POSTED BACK TO US AS FAILURE TO DO SO WILL HOLD AN ACCOUNT BEING OPENED**

**VIA  
INTERNET**

Legal Title of Business: \_\_\_\_\_

Trading Title (if different): \_\_\_\_\_

Invoicing / Statement Address:

Trading Address: (if different)

Delivery Address: (if different)

Type of Business:

Tel No: \_\_\_\_\_

Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

Number of years trading: \_\_\_\_\_

## Legal Form of your Business

Limited Company     Partnership     Sole Trader

### If Limited Company

Registered Office Address:

### For Partnerships and Sole Traders only

Full names and private addresses of Partners/Sole Trader are required:

Company Registration No: \_\_\_\_\_

**PLEASE NOTE THAT IN THE CASE OF PARTNERSHIPS AND SOLE TRADERS, CREDIT FACILITIES WILL NOT BE GRANTED IF THE ABOVE SECTION IS NOT FULLY COMPLETED**

**Bank Details:**

Bank Name:	Sort Code:
Address:	Account No:

**Trade References:**

Please supply names and addresses of two suppliers of raw materials with whom you have traded for not less than 12 months for at least the amount of credit that you require from JP Distribution. These companies should not be connected with you or your company in any way whatsoever other than a normal trading relationship.

Company Name:	Company Name:
Address:	Address:
Post Code:	Post Code:
Tel No / Fax No:	Tel No / Fax No:

**Credit Limit Required:** £**ARE STATEMENTS REQUIRED, IF SO****EMAIL****POST****FAX****APPLICANT'S STATEMENT OF ACCEPTANCE:**

I/We confirm that the information given in this Credit Application Form is in all respects true and accurate. I/We confirm that I/We have read and understood your terms and conditions of sale and I/We unconditionally accept that those terms and conditions shall be the only ones that apply to all sales contracts which I/We may conclude with you.

**DATA PROTECTION ACT 1998 NOTICE****Words in brackets are defined in the Data Protection Act 1988 (the Act).**

Where I/We provide you with personal data("data"), I/We understand that the data will be held securely in confidence and processed for the purpose of carrying out your wholesale kitchen furniture and appliance distribution business and associated activities("activities"). In considering my/our application, I/We accept that you may consult with and disclose the data to credit reference agencies, bank, credit insurers and other responsible organisations outside our business that you may have nominated("third parties"), and that such third parties may process the data. I/We understand that under the Act I/We have a right to know what data you hold on me/us if I/We apply in writing and pay the applicable fee.

SIGNED: \_\_\_\_\_ FULL NAME: \_\_\_\_\_

DATE: \_\_\_\_\_ POSITION IN COMPANY: \_\_\_\_\_

**PLEASE ATTACH A COPY OF YOUR COMPANY LETTERHEAD WHEN RETURNING THIS FORM**

**J P Distribution Limited – Terms and Conditions of Sale, October 2001**

- 1 Price**  
1.1 The price quoted excludes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery.  
1.2 Our quotations lapse after 30 days (unless otherwise agreed).  
1.3 The price quoted excludes delivery for orders of or over £50, excluding VAT, (unless otherwise stated). Orders less than a pre-VAT amount of £50 may incur a delivery charge. Please check with us when ordering.  
1.4 Unless otherwise stated, the price quoted is an illustrative estimate only and the price charged (including trade discounts) will be our price current at the time of delivery.  
1.5 Rates of tax and duties on the goods will be those applying at the time of delivery.  
1.6 At any time before delivery we may adjust the price to reflect any increase in our costs of supplying the goods.  
1.7 This applies where our price is discounted because you agree to display the goods for at least 6 months from the date you receive them. If you fail to display them for that period then:  
1.7.1 We may withdraw the discount which is then immediately payable and we may invoice you at it accordingly; and also for any discount from our supplier that we lose because of your default and clause 4.7 still applies.
- 2 Delivery**  
2.1 All delivery times quoted are estimates only.  
2.2 If we fail to deliver within a reasonable time, you may (by informing us in writing) cancel the contract, however:  
2.2.1 you may not cancel if we receive your notice after the goods have been dispatched; and  
2.2.2 if you cancel the contract, you can have no further claim against us under that contract.  
2.3 If you accept delivery of the goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including indirect or consequential loss, or increase in the price of the goods).  
2.4 We may deliver the goods in instalments. Each instalment is treated as a separate contract.
- 3 Delivery and Safety**  
3.1 We may decline to deliver if:  
3.1.1 we believe that it would be unsafe, unlawful or unreasonably difficult to do so; or  
3.1.2 the premises (or the access to them) are unsuitable for our vehicle.
- 4 Payment Terms**  
4.1 You are to pay us in cash on delivery or otherwise in cleared funds, unless you have an approved credit account.  
4.2 If you have an approved business credit account, payment is due no later than 30 days after the date of our invoice unless otherwise agreed in writing.  
4.3 If you fail to pay us in full on the due date:  
4.3.1 we may suspend or cancel future deliveries;  
4.3.2 we may cancel any discount offered to you;  
4.3.3 you must pay us interest at the rate equivalent to that set for the purposes of s6 of the Late Payment of Commercial Debts (Interest) Act 1998:  
a. calculated (on a daily basis) from the date of our invoice until payment;  
b. compounded on the first day of each calendar month; and  
c. before and after any judgement (unless the court orders otherwise).  
4.4 If you have an approved credit account, we may withdraw it or reduce your credit limit or bring forward your due date for payment. We may do any of those at any time without notice.  
4.5 You do not have the right to set off any money you may claim from us against anything you may owe us.  
4.6 While you owe money to us, we have a lien on any of your property in our possession.  
4.7 You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly and including legal costs on a full indemnity basis) following any breach by you of any of your obligations under these terms
- 5 Title**  
5.1 Until you pay all debts you may owe us:  
5.1.1 all goods supplied by us remain our property;  
5.1.2 you must store them so that they are clearly identifiable as our property;  
5.1.3 you must insure them (against the risks for which a prudent owner would insure them) and hold the policy on trust for us;  
5.1.4 you may use those goods and sell them in the ordinary course of your business, but not if:  
a. we revoke that right (by informing you in writing); or  
b. you become insolvent.  
5.2 You must inform us (in writing) immediately if you become insolvent.  
5.3 If your right to use and sell the goods ends you must allow us to remove the goods.  
5.4 We have your permission to enter any premises where the goods may be stored:  
5.4.1 at any time, to inspect them; and  
5.4.2 after your right to use and sell them has ended, to remove them, using reasonable force if necessary.  
5.5 Despite our retention of title to the goods, we have the right to take legal proceedings to recover the price of goods supplied should you not pay us by the due date.  
5.6 You are not our agent. You have no authority to make any contract on our behalf or in our name.
- 6 Risk**  
6.1 The goods are at your risk from the time of delivery.  
6.2 Delivery takes place either:  
6.2.1 at our premises (if you are collecting them or arranging carriage); or  
6.2.2 at your premises (if we are arranging carriage).  
6.3 You must inspect the goods on delivery. If any goods are damaged (or not delivered), you must write to tell us within seven working days of delivery (or the expected delivery time). You must give us (and any carrier) a fair chance to inspect the damaged goods.
- 7 Warranties**  
7.1 We warrant that the goods:  
7.1.1 comply with their description on our acknowledgement of order form; and  
7.1.2 are free from material defect at the time of delivery (as long as you comply with clause 6.3).  
7.2 We give no other warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the goods or their fitness for any purpose.  
7.3 If you believe that we have delivered goods which are defective in materials or workmanship, you must:  
7.3.1 inform us (in writing), with full details, as soon as possible; and  
7.3.2 allow us to investigate (we may need access to your premises and product samples).  
7.4 If the goods are found to be defective in material or workmanship (following our investigations, and you have complied with those conditions (in clause 7.3) in full, we will (at our option) replace the goods or refund the price.  
7.5 We are not liable for any other loss or damage (including indirect or consequential loss, financial loss, loss of profits or loss of use) arising from the contract or the supply of goods or their use, even if we are negligent.  
7.6 Our total liability to you for damage to property caused by our negligence (from one single cause) is limited to two and a half million pounds.  
7.7 For all other liabilities not referred to elsewhere in these terms our liability is limited in damages to the price of the goods.  
7.8 Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence.
- 8 Specification**  
8.1 If we prepare the goods in accordance with your specifications or instructions you must then ensure that the specifications or instructions are accurate. You must ensure that goods prepared in accordance with those specifications or instructions will be fit for the purpose for which you intend to use them.
- 9 Return of Goods**  
9.1 We will accept the return of goods from you only:  
9.1.1 by prior arrangement (confirmed in writing);  
9.1.2 on payment of our standard handling charge (unless the goods were defective when delivered); and  
9.1.3 where the goods are as fit for sale on their return (including any packaging) as they were on delivery.
- 10 Cancellation**  
10.1 If the order is cancelled (for any reason) you are then to pay us for all stock (finished or unfinished) that we may then hold (or to which we are committed) for the order.  
10.2 We may suspend or cancel the order, by written notice if:  
10.2.1 you fail to pay us any money when due (under the order or otherwise);  
10.2.2 you become insolvent;  
10.2.3 you fail to honour your obligations under these terms.  
10.3 You may not cancel the order unless we agree in writing (and clauses 2.2.2 and 10.1 then apply).
- 11 Waiver and variations**  
11.1 Any waiver or variation of these terms is binding in honour only unless:  
11.1.1 made (or recorded) in writing;  
11.1.2 signed on behalf of each party; and  
11.1.3 expressly stating an intention to vary these terms.  
11.2 All orders that you place with us will be on these terms (or any that we may issue to replace them). By placing an order with us, you are expressly waiving any printed terms you may have to the extent that they are inconsistent with our terms.
- 12 Force majeure**  
12.1 Suppose we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control. We may then cancel or suspend any of our obligations to you, without liability. Examples of those circumstances include acts of God, accident, explosion, fire, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.  
12.2
- 13 General**  
13.1 English law is applicable to any contract made under these terms. The English and Welsh courts have non-exclusive jurisdiction.  
13.2 If you are more than one person, each of you has joint and several obligations under these terms  
13.3 If any of these terms are unenforceable as drafted:  
13.3.1 it will not affect the enforceability of any other of these terms; and  
13.3.2 if it would be enforceable if amended, it will be treated as so amended.  
13.4 We may treat you as insolvent if:  
13.4.1 you are unable to pay your debts as they fall due; or  
13.4.2 you (or any item of your property) become the subject of:  
a. any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy);  
b. any application or proposal for any formal insolvency procedure; or  
c. any application, procedure or proposal overseas with similar effect or purpose.  
13.5 All brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us and you should not rely on them in entering into any contract with us.  
13.6 Any notice by either of us which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post or by fax) the other's registered office or principal place of business. All such notices must be signed.  
13.7 No contract will create any right enforceable (by virtue of the contract [Rights of Third Parties] Act 1999) by any person not identified as the buyer or seller.  
13.8 The only statements upon which you may rely in making the contract with us, are those made in writing by someone who is (or whom you reasonably believe to be) our authorised representative and either:  
3.8.1 contained in our estimate (or any covering letter) and not withdrawn before the contract is made; or  
13.8.2 which expressly state that you may rely on them when entering into the contract.  
13.9 Nothing in these terms affects or limits our liability for fraudulent misrepresentation.

Please sign your acceptance of our Terms & Conditions

Signature.....

Print Name.....

Date.....

## deliveries

Please complete the following section to assist with your deliveries

Delivery address if different to invoice address:

Contact details for delivery address if different to invoice address out of hours contact number:

### Opening/Closing Times

Office:

For Deliveries:

**Delivery Instructions:** (e.g. closed for lunch, book in before hand)

**Site Rules:** (e.g. hi-vis clothing, report to reception)

**Forklift Available For Unloading:**  Yes  No

**Any Other Information:**

**PLEASE NOTE THAT OUR DRIVERS WILL NEED ASSISTANCE TO UNLOAD HEAVY ITEMS  
AND ARE NOT INSURED TO DELIVER GOODS INTO PRIVATE DWELLINGS**

# questionnaire

**PLEASE WILL YOU TAKE 5 MINUTES TO COMPLETE THIS QUESTIONNAIRE**

**Where did you hear about JPD?**

**Do you have a showroom?**  Yes  No

**What do you display?**  Kitchens  Bathrooms  Both

**Which brands do you use / display?**

Kitchens

Bathrooms

**How many displays do you have?**

Kitchens

Bathrooms

**What appliances do you use / display?**

**What sinks & taps do you use / display?**

**Which distributors do you use?**

**Who is the main contact?**