# James Burrell

**Builders Merchants** 

www.jamesburrell.com

# TRADE CREDIT ACCOUNT Application Form

Copies of our Conditions of Sale can be found at:

www.jamesburrell.com

#### Instructions for completing this form

- To be completed by the owner/director/company secretary of the company or person(s) applying for trade credit
- Please complete all applicable sections of the form before signing

After completion please detach the front cover, branch details, and our Conditions of Sale for your records then return the completed Trade Credit Account Application Form to our Gateshead Head Office

### Where to find us

We have branches stretching across the North East and Yorkshire. Visit the website for further information about your local branch.



#### TRADE CREDIT ACCOUNT APPLICATION

#### **SELF BUILD APPLICANTS** Please complete application from section 6

1. Your Business Details									
Company Name		Company	registration No.						
Trading Name (if different from above)									
Address		Mobile _							
		Website _							
Postcode		Type of Bu	usiness (please tick)						
Email  Length of time at this address Years Months  Payment Contact Name  Purchasing Contact Name		Sole Trader LLP Local Authority Partnership Ltd Co Other (Please State) VAT Registered Yes No							
					How long have you been established? Years Months				
					When does your financial year end?		VAT Registration Number		
					2. Parent / Ultimate / Holding Con	mpany			
Company Name		Company	registration No.						
Address		Date of Incorporation							
		Postcode							
3. Name and home addresses of D	Directors / Partners / Trust	ees / Sol	e Proprietors						
Name	Name		Name						
Date of Birth	Date of Birth		Date of Birth						
Address	Address		Address						
Postcode	Postcode		Postcode						
Do you own the property? Yes No	Do you own the property? Yes	No	Do you own the property? Yes No						
Telephone	Telephone		Telephone						
<u>Previous address</u> if lived at current address less than 3 years.	<u>Previous address</u> if lived at currel less than 3 years.	nt address	<u>Previous address</u> if lived at current address less than 3 years.						
Address	Address		Address						
Postcode	Postcode		Postcode						
4. Names and addresses of two Tr	ade references Please input	the full ad	dress and postcode						
Name									
Credit Limit £									
Address									
Postcode									
Telephone	Telepho	ne							
5. Email and Post Documents									
We are now able to offer a service providing		account doc	ruments by email.						
Can you please tick your preferred method or	г гесеїрт.								
Email Post Email Add	fress								

## **SELF BUILD APPLICANTS ONLY**

6. Self build projects only - All home owners must si	gn the customer declaration overleaf
Name	Name
DOB	DOB
Address	Address
Postcode	Postcode
Tel	Tel
E-mail	E-mail
Do you own the property? Yes No	Do you own the property? Yes No
7. Employment Details	
Current/Previous Occupation	Current/Previous Occupation
Current Employer	Current Employer
Length of time with current Employer	Length of time with current Employer
8. Your project	
Property Address	
Property AddressApproximate Start Date	
Property Address	r House Flat Extension to current property
Property Address	
Property Address	r House Flat Extension to current property
Property Address  Approximate Start Date  Completion Date  Type of property to be constructed Bungalow Dorme	r House Flat Extension to current property specify
Property Address	r House Flat Extension to current property specify ————————————————————————————————————
Property Address	r House Flat Extension to current property specify opy of your "Offer of Advance"
Property Address	r House Flat Extension to current property specify opy of your "Offer of Advance"
Property Address	r House Flat Extension to current property specify  opy of your "Offer of Advance"  unding (must accompany your Application)
Property Address	r House Flat Extension to current property specify  opy of your "Offer of Advance"  unding (must accompany your Application)
Approximate Start Date	r House Flat Extension to current property specify  opy of your "Offer of Advance"  unding (must accompany your Application)

#### TRADE CREDIT ACCOUNT AND SELF BUILD APPLICANTS

11. Your Bank and Payment Details		
Bank Name		
Account Number Sort Code  E-mail payment advice to remittances@jamesbu  Will official orders be mandatory? Yes No	urrell.com	
Sales Representative to call Yes No		
Payment Acceptance Method BACS/Bank Transfer		
•	ank of Scotland Account number: 67503799 Sort code:	60 - 08 - 4
Dalik Details. James burrett Ltu Dalik Name. Koyat ba	ank of Scottand Account humber, 07303733 Soft code, v	00-08-4
12. Proof of Identification		
	a (tick to confirm document attached)	
Please supply one of the following as proof of identification  Limited Company/LLP	T(tick to commit document attached).	
Official company letterhead If new company - c	copy of opening balance sheet required	
Sole Traders/Partnerships/Individuals/Self builds	, , , , , , , , , , , , , , , , , , , ,	
<ul> <li>Proof of ID, such as copy of photo driving licence, pa credit card statement, or a recent utility bill</li> </ul>	passport, council tax bill, bank statement, building society stateme	ent,
Have any of the principals (directors/partners/trustees or proor had any CCJ's registered against them? If yes please prov	roprietors) been involved in a Liquidation/Bankruptcy/IVA/CVA/R vide details on back page Yes No	eceivership
ALL APPLICANTS PLEASE READ AND SIGN BELO  13. Customer Declaration	.OW	
Notification of the intention to carry out a Credit Sear	rch.	
James Burrell Ltd would like to state that the information which you a record of this search and will share that information with other	u provided may be disclosed to a licensed credit reference agency which businesses. We will monitor and record information relating to your tragenisations to assess applications for credit, fraud prevention and occasi	ade credit
	cation form is in all respects true and accurate. I/we confirm that I/we have nally accept that those terms and conditions shall be the only ones that a	
I/We understand that credit terms are dependant on payment being granted credit, I/we agree to pay in accordance with these terms.	ng made promptly at the end of the month following the date of invoice a	and that if
of carrying out your business and associated activities. In considering to credit reference agencies, banks, credit insurers and other response and that such third parties may process the data. I/We understand tapply to you in writing and pay the applicable fee.	and that the data will be held securely in confidence and 'processed for the ing my/our application, I/we accept that you may consult with and discloss as ible organisations outside your business that you have nominated (''third' I that under the Act I/we have a right to know what data you hold on meaning the control of this organisation and am entitled to legally bind the organisation and am entitled to legally bind the organisation.	se the data d parties"), /us if I/we
with my signature.	representative of this organisation and an entitled to tegatify sind the org	Bambation
Credit Limit Required		
Authorised Signature of Applicant(s)		
• •		
Position in Business		
Date		
Authorised Signatory: Limited Company Director, Partnerships, Sole Trader		

All Self Build Accounts must be signed by "All Owners of the Property" as well as the applicant.

Please note: Signatures from employees may cause a delay in the Account being opened.

14. Checklist				
Before posting your completed application form, please	e check:			
• Have you enclosed one form of identification?	• Have you signed th	e application form?		
<ul> <li>Have you filled in your required credit limit?</li> </ul>	Self build customer	rs evidence of funding		
Have you provided your trade references?				
TRADE CREDIT ACCOUNT AF	PPLICATION			
APPLICANTS PLEASE PROVIDE FURT	HER INFORMATION TO SUPF	PORT YOUR APPLICATION		
Official Use Only				
Customer CodeCredit	Limit	Payment Terms		
Internal RepExtern				
Analysis GroupMatrix		·		
CU48				
Additionated by				

INTERPRETATION

"Bouyer"
"Goods"
"Good means the person who, or firm which, accepts a quotation of the Seller for the sale of the Goods or whose order for the goods is accepted by the Seller, means the goods and materials (including any instalment of the goods and materials or any parts for them) which the Seller is to supply in accordance with these Conditions; means. James Burrell Limited (registered in England under number 21834d); means the standard terms and conditions of sale set out in this document;

means any special terms and conditions of sale as are agreed in Writing between the authorised representatives of the Buyer and the Seller; means the contract between the Supplier and the Buyer for the purchase and sale of the Goods in accordance with the General Conditions and the Special Conditions (together "the Conditions and special Conditions and the Special Conditions (together "the Conditions and Special Conditions and Special Conditions (together "the Conditions and Special Conditions and Special Conditions (together "the C

SALE sapply to all sales of Goods by the Sellier to the Buyer to the exclusion of any other terms appearing in the Sellier's catalogue or elsewhere and to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of

These Conditions apply to all sales of Goods by the Seller to the Buyer to the exclusion of any other terms appearing in the Seller's catalogue or elsewhere and to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. All orders made by the Buyer shall be deemed to be made subject to these Conditions. No variations to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller. The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed. These Conditions shall constitute the entire understanding between the parties for the sale of the Goods. Any advice or recommendation given by the Seller or its employees or agents as to the Buyer or its employees or agents to the Seller in Writing by the Seller in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk. The Buyer must deal with the Goods in accordance with instructions given by the manufacturer of the Goods.

Any typographical, clerical or other error or omission in any document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

All descriptions and illustrations contained in the Seller's catalogues, price lists and advertisements or otherwise communicated to the Buyer are intended merely to present a general idea of the Goods described therein, and nothing contained in any of them shall form any part of the Contract nor have any contracts and interest.

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contractual force.
While every effort will be made to supply Goods in accordance with the quality and colour of samples submitted or quoted for, this cannot be guaranteed and no condition or warranty to this effect shall be implied.
Where a third party signs any documentation, plans or drawings on behalf of the Buyer, the Buyer hereby confirms that such third party has authority to sign and the Seller can nely on such signature without making further enquiry.
The Buyer confirms that it is purchasing the Cooks for purposes relating to their trade, business, craft or profession and that sufficient expertises and understanding to make an informed decision as to the choice of Goods, the purposes for which such Goods can be used and their suitability for such 2.9

purposes.
ORDERS AND QUOTATIONS
All samples, drawings, descripti ive matter, specifications and advertising issued by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form

All samples, drawings, descriptive matter, specifications and advertising issued by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

The quantity and description of the Goods shall be as set out in the Seller's quotation.

All quotations of the Seller will be the Seller or be subject in Writing, by telephone or in person to the Buyer. A quotation for the Goods given by the Seller shall not constitute an offer.

An order shall be submitted by the Buyer either in Writing, by telephone or in person, whether or not pursuant to the Seller's quotation and shall be accepted by the Seller.

An order shall be submitted by the Buyer either in Writing, by telephone or in person, whether or not pursuant to the Seller's quotation and shall be accepted by the Seller.

For Education and the presentation of the same by the Seller's authorised representative and such process shall form the Contract.

The Buyer shall be responsible to the Seller for ensuing the accuracy of the terms of any order submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

Quotations are subject to withdrawal or revision at any time before receipt of an unqualified order from the Buyer.

The Seller reserves the right to amend its price lists, quotations, involves and credit notes an

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No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in a result of cancellation.

To the extent that the Goods are to be supplied in accordance with a Specification supplied by the Buyer, the Buyer shall indemnify the Seller and sell indemnify the Seller as a result of cancellation.

To the extent that the Goods are to be supplied in accordance with a Specification supplied by the Buyer, the Buyer shall indemnify the Seller as conscious despenses sufficiency in the Seller as result or alleged infringement of a third party's intellectual property rights arising out of or in connection with any claim made against the Seller for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with seller's use of the Specification. This clause 3.9 shall survive termination of the Contract.

The Seller reserves the right to amend the Specification if required by any statutory or regulatory requirements.

Any estimate of quantities or advice given by the Seller as to suitability of Goods for a particular purpose, and any plan or measurements given by the Seller are intended for guidance only (based upon information supplied by the Buyer) and are provided without liability on the part of the Seller. No allowances are usually made for vastage or installation or any other materials required. The Buyer must satisfy itself that all Goods or reder are correct.

PRICE OF THE GOODS

The GOODS are provided without liability or the part of the Seller are intended for guidance only (based upon information supplied by the Buyer) and are provided without liability on the part of the Seller. No allowances are usually made for vastage or installation or any other materials required. The Buyer must satisfy itself that all Goods or ordered are correct.

PRICE OF THE GOODS

The GOODS are to be Seller as the seller's quoted price or where ne price has been quot

Tree sort or packaging containers will be charged to the Buyer in aboution to the Buyer in a the Buyer in the Bu

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DELIVERY
Delivery of the Goods shall be made by the Buyer collecting the Goods from the Seller's premises within 5 days of the Seller notifying the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place "Delivery Location". The Seller shall be entitled to deliver the Goods in one or more consignments unless otherwise expressly agreed.

Any dates quoted for delivery of the Goods are proximate only and the Seller shall not be liable for any delay in delay in delay in the Seller shall be responsible to the Seller shall not be seller or any other instructions that are relevant to the supply of the Goods. Time for delivery shall not be of the essence unless previously agreed by the Seller in Writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

Delivery of the Goods by the Seller, or a third pany on the Seller's behalf, shall be carried out only on reados or hardstanding his are suitable for that purpose in the opinion of the dwire of the vehicle. If delivery is made by or on behalf of the Seller is shall be the responsibility of the Buyer to unload the 6.3

Delivery of the Goods by the Seller, or a third party on the Seller's behalf, shall be carried out only on roads or narrostanding windst are available.

Where the Goods are to be delivered in instalments:
64.1 each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalment shall not entitle the Buyer to treat the Contract as a whole a repudiated, and
a defect in one instalment will not allow the Buyer to reject all instalments.

If the Seller fails to deliver the Goods for any reason or is tate in delivering the Goods other than due to a Force Majeure Event (see below) or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheap available market) of similar goods to replace those not delivered over the price of the Goods or replaced the or the price of the Goods will extract a cacept delivery of the Goods or fails to give the Seller adequate delivery in instructions than, without prejudice to any other right or remedy available to the Seller may.

So the Goods until actual delivery and charge the Buyer for the reasonable costs (including, without limitation, insurance) of storage; or storage; or the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract or charge the Buyer for any shortfall below the price under the Contract or charge the Buyer for any shortfall below the price under the Contract or charge the Buyer for any shortfall below the price under the Contract or charge the Buyer for any shortfall below the price under the Contract or charge the Buyer for any shortfall below the price under the Contract or charge the Buyer for the Goods as the Seller shall be able to deliver in accordance with the Contract or accordance with the Contract or accordance with the Contract or ac

RISK AND PROPERTY
The ownership of the Goods shall remain with the Seller until payment in full for the Goods has been received by the Seller in accordance with the terms of this Contract; or at the Seller's option until payment has been made of all other sums owing to the Seller by the Buyer at the date of this Contract on any account whatsoever and howsoever arising.
Risk in the Goods passes to the Buyer as soon as the Goods leave the Seller's premises.
The Buyer's right to possession of the Goods shall terminate immediately if: 7.1 7.2 7.3

ssession of the Goods shall terminate immediately if:
the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) 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, or has a receiver and/or manager, administrator or any part before a receiver and/or manager, administrator or administr

7.3.2

debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceased to trade; or the Buyer encumbers or in any way charges any of the Goods. The Seller encumbers or in any way charges any of the Goods. The seller encumbers or in any way charges any of the Goods. The seller shall be entitled to recover payment for the Goods nowithstanding that ownership of any of the Goods has not passed from the Seller. If any payments of the entitled to recover payment for the Goods nowithstanding that ownership of any of the Goods has passed to the Buyer, the Buyer shall.

In the seller is an expectation of the Buyer, the Buyer shall is an expectation of the Buyer is an expectation of the Seller. On request the Buyer shall produce the policy of insurance to the Seller.

The seller is an expectation of the Seller. In expectation of the Seller is an expectation of the Buyer is an expectation of the Seller is an expectation

7.6.4 maintain the Goods in satisfactory condition and keep them insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request the Buyer shall produce the policy of insurance to the Seller will will be under the price of the Seller and shall per all of the proceeds of sale which represents or is equivalent to the amount owed by the Buyer before payment for them has been made that part of the proceeds of sale which represents or is equivalent to the amount owed by the Buyer before payment for them has been made that part of the proceeds of sale which represents or is equivalent to the amount owed by the Buyer before payment for them has been made that part of the proceeds of sale which represents or is equivalent to the amount owed by the Buyer before payment for them shall be paid into a separate bank account designated for that purpose. The Seller shall be held by the Buyer before payment for them shall be paid into a separate bank account don't will be paid into a separate bank account designated in or mixed with or used as part of other goods ("New Goods') before payment for the Goods has been made to the Seller although if such incorporation or mixing shall take place the property in the Goods which remain identifiable and/or severable from such News Goods shall be and remain with the Seller until payment has been made of the New Goods have been sold as afforesaid and all the Seller's rights hereunder in the Goods and remain with the Seller until payment has been made of the New Goods shall be and or severable from such News Office Seller's rights hereunder in the Goods and the Seller although it such incorporation or mixing shall take place the property in the Goods which remain identifiable and/or severable remains the seller's rights hereunder in the Goods seller's remains the seller's rights hereunder in the Goods seller's remains the seller's rights hereunder in the Goods seller's remains the seller's rights hereunder in the Goods seller'

The Buyer hereby assigns to the Sellers in the Solids and seller buyer has or may have against purchases of the Goods from the Buyer.

Any failure by the Seller to require a separate account under clauses 7.7 and/or 7.8 above shall not constitute a waiver or variation of its rights under this clause.

Each of the foregoing clauses shall so far as the context thereof permits be read and construed independently of the other clauses so that if one or more should be held to be invalid for any reason whatsoever then the remaining clauses shall be valid to the extent that they are not held to be so invalid.

WARRANTIES AND LIBBILITY.

WARRANTIES AND LIABILITY
The Seller gives no warranty in relation to the Goods being free from defects in material and workmanship in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller. For details please refer to the manufacturer's guarantee provided with the Goods. The Seller does not give a warranty in respect of services supplied by any third party care to the manufacturer's guarantee provided with the Goods. The Seller does not give a warranty in respect of services supplied by any third party care to the manufacturer's guarantee as is given by the manufacturer to the Seller. For details please refer to the manufacturer's guarantee provided with the Goods. The Seller does not give a warranty in respect of services supplied by any third party care to the Seller services supplied by the statute or common law are excluded to the fullest extent permitted by Subject as expressly provided in these Conditions, and except where the Goods are solded to a person detailing as a consumer (within the meaning of the Consumer Rights Act 2015), all warranties, conditions or other terms implied by the statute or common law are excluded to the fullest extent permitted by 8.2 8.3 8.4

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Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning or the Consumer (within the Meaning of the Consumer (within the Meaning of the Consumer (within the Goods are sold to the Buyer as a consumer the legal rights of the Buyer are not affected by these Conditions.

Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet the Specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further itability to the Buyer.

Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer the price of the Goods or their claims of consequential compensation whatever caused by the negligence of the Seller's series or ording or ordinary or ordinary or ordinary or ordinary ordinary or ordinary ordinary ordinary ordinary or ordinary ordinary ordinary ordinary ordinary ordinary ordinary or ordinary o 8.6

epidemic or pandemic.

mation, recommendation or technical advice given by the Seller to the Buyer is for guidance and is given in good faith but without warranty. The Buyer is solely responsible for checking its validity and to test the Goods as to their suitability for the intended processes and uses

If the Seller, or a third party on behalf of the Seller, has delivered the Goods then the Buyer:

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9.4 Academ for hort-deservery will not be considered unless in the sealer's general mode and any such claims are general received. Any cann to not-necessary must also be notined to the carrier by the Dury's new forms and the sealer's terms and conditions.

In the event of any fallar up the Buyer to give the notices accordingly and all any such claims are deemed in here exert of any fallar up the Buyer to give the notices accordingly and and any such claims are deemed in here accordingly and any such claims are deemed on the accordance with the Contract and the Buyer shall be deemed to have accordingly and any such claims are deemed on the accordance with the contract. In the event that the Buyer notifies the Seller of a claim in accordance with clauses 9.1 to 9.4 and establishes to the Seller's reasonable satisfaction that the Goods are of the Goods, are with the Contract, the Buyer's sole remainly in respect of such non-accordance shall be intend as the Seller may elect to the return of the Goods.

If the parties dispute whether there is a defect in the quality or condition of the Goods, or the Goods failure to correspond to the specification, either party shall be entitled to refer the matter to an independent expert for determination in accordance with clause 10.

The Seller shall not be liable for detertive Goods in any of the following events:

9.7.1

the defect arises because the Buyer failed to follow the Seller's or all or any of the following any drawing, design or Specification, supplied by the Buyer and not follow the Seller's or all or any of the following any drawing, design or Specification supplied by the Buyer's nominated representative;

9.7.5

the defect arises as a result of the Seller following any drawing, design or Specification supplied by the Buyer's nominated representative;

the Buyer alter or repairs such Goods without the written consorted the Seller, or all or the such Goods after goods and good 9.5

EXPERT

EXPERT
In the event of a dispute arising under clause 9.6, the parties shall agree upon the appointment of an independent expert and shall agree with the expert the terms of its appointment.
In the event that the parties fail to agree on the appointment of an expert, or the terms of its appointment of an expert, or the terms of its appointment of an expert, or the terms of its appointment of a suggested expert on the other, either party shall be entitled to request the Builders Merchants Federation to appoint an expert of sufficient repute with experience in the matter disputed and for the Builders Merchants Federation to appoint an expert of its appointment.

The parties are entitled to make submissions to the expert and will provide (or procure that others provide) the expert with all such assistance and documentation as the expert may reasonably require for the purpose of reaching a decision. Each party shall with reasonable promptness supply each other with all information and give each other access to all documentation and personnel as the other party reasonable discretion determine such other procedures to assist with the conduct of the determination as the expert may in its reasonable discretion determine such other procedures to assist with the conduct of the determination as the considers appropriate, including (to the extent it considers necessary) instructing professional advisers to assist it in reaching its determination.

9.6 9.7

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9.2 9.3

- The expert shall act as an expert and not as an arbitrator. The expert's decision shall be final and binding on the parties in the absence of fraud or manifest error.

  Each party shall bear its own costs in relation to the reference to the expert. The expert's fees and any costs it properly incurs in arriving at its determination (including any fees and costs of any advisers appointed by the expert) shall be borne by the parties in equal shares or in such proportions as the expert shall diect.

  INSOLVENCY OF THE BUYER
- 11. 11.1

- INSOLVENCY OF THE BUYER
  In the event that:

  ### Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer and in the case, to carry on business; or the Buyer and property of the property of the property or assets of the Buyer and in the case of the Buyer, to the address set out in the Buyer's order and in a property or an encumbrancer takes possession, or a receiver is appointed, of any other individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or an encumbrancer takes possession, or a receiver is appointed, of an encumbrance takes possession, or a receiver is appointed, of the purpose of amalgamation or reconstruction); or an encumbrancer takes possession, or a receiver is appointed, of the purpose of the purpose of the purpose of the purpose of amalgamation or reconstruction); or an encumbrance takes possession, or a receiver is appointed, or an encumbrance takes possession, or a receiver is appointed, or an encumbrance takes possession or an encumbrance takes possession or an encum 11.1.4 the Selier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notines me suyer accordingly.

  Hen, without prejudice to any other right or remedy available to the Seller, the Selier shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, 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.

  GENERAL

  Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing and shall be (i) addressed to that other party at its registered office or principal place of business; (ii) sent by email, in the case of the Buyer, to the addresses as may, at the relevant time, have been notified pursuant to this provision to the party giving the notice).

  No waiver by the Selier of any breach of the Contracts by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

  The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) 1990 to enforce any term of the Contract.

  If any provision of these Conditions is held by any competent authority to be invalid or unerstorcable in whole or the three parties of these Conditions and the remainder of the provision in question shall not be affected thereby.

  BRIBERY ACT COMPLIANCE

  The Buyer shall ensure that in any dealing with the Seller, neither the Buyer nor its employees or agents, shall commit any offence under the Bribery Act 2010 ("the Act") including not engaging in any activity, practice or conduct which would constitute an offence under sections 1,2 or 6 of the Act. The Buyer shall inform the Seller immediately it becomes aware of any actions between the parties that could constitute an offence under the Act. 12. 12.1

12.2 12.3 12.4 12.5 13.

Last updated: 22<sup>nd</sup> November 2023