New Customer Setup Form



| or Office Use Only | |
|-----------------------------|--|
| Customer Account Reference: | |
| intered by: | |
| Date Entered: | |

| | Date Entered: |
|--|---|
| Please complete all of | the boxes below in blocked capitals |
| Customer Name: | |
| Company Registration No: | |
| VAT Registration No: | |
| Number Of Years Trading: | |
| Invoicing Details | Delivery Details |
| Company Name: | Company Name: |
| Address Line 1: | Address Line 1: |
| Address Line 2: | Address Line 2: |
| City: | City: |
| Postcode: | Postcode: |
| Contact Name: | Contact Name: |
| E-mail Address: | E-mail Address: |
| Telephone Number: | Telephone Number: |
| Fax Phone Number: | Fax Phone Number: |
| Order/Sales Contact Details | Transport Details |
| Contact Name: | Contact Name: |
| Telephone Number: | Telephone Number: |
| E-mail Address: | E-mail Address: |
| Please tick if you require invoices and statements to be submi | tted by post, otherwise these will be e-mailed to the address quoted above. |
| Trease tick if you require invoices and statements to be submi | of Payment (Please tick) |
| BACS Cheque | Cash Credit A/C |
| Other (Please Specify) | |
| Note: If you have selected credit account, places | also complete the attached credit application form and return. |
| note. II you have selected credit account, please | also complete the attached credit application form and return. |
| Signature: | |
| Name: | |
| Position: | |
| Date: | |

Credit Application Form



| For Office Use Only |
|-----------------------------|
| Customer Account Reference: |
| Entered by: |
| Date Entered: |

| 5 U |
|---|
| Entered by: |
| Date Entered: |
| olete all of the boxes below in blocked capitals |
| |
| 2 |
| n date of invoice and are subject to acceptance from our associated credit agency. |
| Trade Reference 2 |
| Company Name: |
| Address Line 1: |
| Address Line 2: |
| |
| City: |
| Postcode: |
| Contact Name: |
| E-mail Address: |
| Telephone Number: |
| Fax Phone Number: |
| nay share that information with other businesses. We may also make enquiries about the later tors with a credit reference agency. |
| may share that information with other businesses. We may also make enquiries about the I directors with a credit reference agency.) Payment Queries (If different from Invoicing details) |
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| I directors with a credit reference agency.) Payment Queries (If different from Invoicing details) |
| Payment Queries (If different from Invoicing details) Company Name: |
| Payment Queries (If different from Invoicing details) Company Name: Address Line 1: Address Line 2: |
| Payment Queries (If different from Invoicing details) Company Name: Address Line 1: Address Line 2: |
| Payment Queries (If different from Invoicing details) Company Name: Address Line 1: Address Line 2: City: Postcode: |
| Payment Queries (If different from Invoicing details) Company Name: Address Line 1: Address Line 2: |
| Payment Queries (If different from Invoicing details) Company Name: Address Line 1: Address Line 2: City: Postcode: |
| Payment Queries (If different from Invoicing details) Company Name: Address Line 1: Address Line 2: City: Postcode: Contact Name: |
| Payment Queries (If different from Invoicing details) Company Name: Address Line 1: Address Line 2: City: Postcode: Contact Name: Telephone Number: |
| Payment Queries (If different from Invoicing details) Company Name: Address Line 1: Address Line 2: City: Postcode: Contact Name: Telephone Number: |
| Payment Queries (If different from Invoicing details) Company Name: Address Line 1: Address Line 2: City: Postcode: Contact Name: Telephone Number: Fax Number: E-mail Address: additions of sale and agree to trade in accordance with these for any goods supplied. We also |
| Payment Queries (If different from Invoicing details) Company Name: Address Line 1: Address Line 2: City: Postcode: Contact Name: Telephone Number: Fax Number: E-mail Address: additions of sale and agree to trade in accordance with these for any goods supplied. We also |
| |



BACS Details

Bank: HSBC Bank PLC

Address: 1 Great Cornbow, Halesowen, Birmingham, West Midlands, B63 3AD

Account Name: Drabest UK Limited

Account Number: 42276321

Sort Code: 40-23-03

BIC/SWIFT: MIDLGB22

IBAN: GB29MIDL40230342276321

Cheques

Please make cheques payable to 'Drabest UK Ltd' quoting your account reference on the reverse side and post to the below address for attention of the accounts department.

Drabest UK Ltd

Unit 10, Wulfrun Trading Estate – Stafford Road – Wolverhampton – WV10 6HH

Tel: 01902 715 535 – Fax: 01902 715 530 – Web: <u>www.drabestuk.com</u>

Company Registration No: 09691129 VAT Registration No: 218919775

TERMS AND CONDITIONS

1. General

In these conditions, Drabest UK Limited is called 'the Company' and any individual firm, Company or other party with whom the Company contacts is called 'the Purchaser.' 'The Goods' means the goods, materials or services which shall be the subject of the contract between the Company and the Purchaser and 'the price' means the prices specified in the Company's acknowledgement or other communication.

2. Property

The Company and the Purchaser expressly agree that until the Company has been paid in full for any of the goods, such goods shall remain the property of the Company and the Purchaser shall hold them as bailee; if the Purchaser sells the goods before payment in full has been made, the Purchaser shall place the proceeds of the sale in a separate account, details of which shall be notified to the Company, and receive and hold such proceeds in trust for the Company. If the Company requires, the Purchaser shall hand over to the Company all claims for payment against any subpurchaser. So long as the property in the goods remains in the Company, the Company shall have the right, without prejudice to the obligations of the Purchaser to purchase the goods to re-take possession of the goods and for the purpose of tracing and re-possessing, goods may go upon any premises occupied by the Purchaser.

3. Price Variation

- a) Estimates are based on the Company's current cost of production and unless otherwise agreed, are subject to amendment on or at any time after acceptance to meet any rise or fall in such cost.
- b) Unless otherwise specified, the price quoted is for delivery of the Goods to the Purchasers address as set out in the estimate. A charge may be made to cover extra cost involved for delivery to a different address.
- Should expected delivery be agreed, an extra charge may be made to cover any overtime or other additional costs involved.
- d) Should any work be suspended at the request of or delayed through any default of the Purchaser for a period of Thirty days, the Company shall then be entitled to payment

for work already carried out, materials specially ordered or other additional costs, including storage.

4. Tax

Except in the case of a customer who is not contracting in the course of a business nor holding himself out as doing so, the Company reserves the right to charge the amount of any Value Added Tax payable whether or not included on the estimate or invoice.

5. Preliminary Work

All work carried out whether experimentally or otherwise at the Purchasers request shall be charged for.

6. Risk

- a) Where the contract provides for the delivery of goods to be made by the Company to the Purchaser at the Purchaser's premises, the goods shall remain at the risk of the Company until unloading commences at the Purchaser's premises.
- b) Where goods are collected by the Purchaser from the Company's premises, then the goods shall be at the risk of the Purchaser as soon as loading of the goods commences.

7. Payment

- a) Payment shall be made in full within 30 days from date of invoice, unless otherwise agreed to the contrary. The Company reserves the right to make a service charge of 2 ½ % per calendar month calculated on a daily basis on all amounts overdue for payment commencing from the Twentieth of the day of month following the date of the invoice. The times herein specified shall be of essence. Where payment is made by cheque or banker's draft, then payment shall not be deemed to have been made until clearance through the banking system has been fully effected.
- b) Where payment is not made until after delivery and delivery is delayed by the buyers inability, unwillingness or failure to accept delivery at the time the goods were ready for despatch or at any other time, the Company reserves the right to demand immediate payment in full after giving notice of its readiness to deliver the goods and to charge

- the buyer any storage and other expenses incurred all such storage being entirely at the buyers risk.
- c) Where credit terms have not been agreed, payment should be made in full with order or, where appropriate, immediately prior to despatch of the goods.
- d) Should default be made by the Purchaser in paying any sum due under any order as and when it becomes due, the Company shall have the right either to suspend all further deliveries until the default be made good or to cancel the order as far as any goods remain to be delivered thereunder.
- e) The Company may maintain an action for the price of the goods notwithstanding that the property in the goods may not have passed to the Purchaser.

8. Quality

Any claim by the Purchaser against the Company for breach of any implied condition shall be notified to the Company within seven days of delivery and the Company shall in no circumstances be liable for indirect loss or loss of profit.

9. Transit

No claim for damage in transit, shortage of delivery, or loss of goods will be considered unless in the case of damage in transit or shortage of delivery, a separate notice in writing is given to the carrier concerned and to the Company within three days of the receipt of goods followed by a complete claim in writing within seven days of receipt of goods, and in the case of loss of goods, notice in writing is given to the carrier concerned and the Company and a complete claim in writing made within seven days of the date of consignment. Where good are accepted from the carrier concerned without being checked, the delivery book of the carrier must be signed 'not examined'

10. Default by Purchaser

If the Purchaser shall make default in, or commit a breach of the contract or of any other of his obligations to the Company or if any distress or execution shall be levied upon the Purchaser's property or assets, or if the Purchaser shall make an offer to make arrangement or composition with creditors or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented to, or made against him or if a limited company and any resolution or petition to wind-up such company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented, or if a receiver of such company's undertaking property assets or any part thereof shall be appointed, the Company shall have the right forthwith to determine any

contract then subsisting and upon written notice of such determination being posted to the Purchaser's last known address, any subsisting contract shall be deemed to have been determined without prejudice to any claim or right of the Company may otherwise make or exercise.

11. Indemnity

The Purchaser shall indemnify the Company against all damage penalties, costs and expenses to which the Company may become liable if any work done in accordance with the customer's specification involves an infringement of a registered design or patent.

12. Sub-Contracting

The Company reserves the right to sub-contract the fulfilment of the order or any part thereof.

13. Assignment

This agreement is not assignable by the Purchaser in whole or in part.

14. Act of God

The Company shall be under no liability if it shall be unable to carry out any provision of the contract for any reason beyond its control including (without limiting the foregoing) act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or of furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency, the Purchaser may, by written notice to the Company, elect to determine the contract and pay for work done and materials used subject thereto shall otherwise accept delivery when available.

15. Variation

These conditions may only be varied by written agreement signed on the Company's behalf by a Director.

16. Construction

The conditions and all other express terms of the contract shall be governed and construed in accordance with the Laws of England.