



CREDIT ACCOUNT APPLICATION FORM

Thank you for applying for a credit account with MBS. Please complete all sections of the form in full and return it to:-

MBS, Boundary Street, Liverpool, L5 9UD.

If you have any queries with the form, please contact our accounts department on Telephone: 0151-298-3480 or Fax: 0151-298-3484.

1 Company Details	Invoice Details if Different
Company Name. <hr/> Registered Address. <hr/> <hr/> Postcode. <hr/> Tel No. Fax No. <hr/> E-Mail.	Company Name. <hr/> Registered Address. <hr/> <hr/> Postcode. <hr/> Tel No. Fax No. <hr/> E-Mail.
Company Reg No.	How long have you traded under this name? Years. _____
VAT number	Please enclose a company letterhead Enclosed. yes / no

2 Contact Names/Details					
Contact details	Name	Telephone	Fax	E-Mail	Mobile
Accounts					
Buyer 1					
Buyer 2					

3 Company Details (please tick one)	
Type of Company	PLC <input type="checkbox"/> Limited Company <input type="checkbox"/> Partnership <input type="checkbox"/> Self Employed <input type="checkbox"/> Self Builder <input type="checkbox"/>
Which branch will you mainly trade with?	Liverpool <input type="checkbox"/> Hoylake <input type="checkbox"/>
Will official order be used?	No <input type="checkbox"/> Yes <input type="checkbox"/> <i>If yes, goods will only be released against your official order. Please provide specimen copy.</i>
Type of business	Builder <input type="checkbox"/> Joiner <input type="checkbox"/> Plumber <input type="checkbox"/> Electrician <input type="checkbox"/> Maintenance <input type="checkbox"/> Industrial <input type="checkbox"/> Landscaping <input type="checkbox"/> Motor Trade <input type="checkbox"/> Education <input type="checkbox"/> Local Authority <input type="checkbox"/> Catering <input type="checkbox"/> Retail <input type="checkbox"/> Other <input type="checkbox"/> <i>Specify</i>

4 References and Bank Consent
1st Director/Partner's Name Home address _____ <div style="text-align: right;">Postcode _____</div>
2nd Director/Partner's Name Home address _____ <div style="text-align: right;">Postcode _____</div>
1st Trade Reference Name Address _____ Contact _____ Telephone: _____ Fax: _____
2nd Trade Reference Name Address _____ Contact _____ Telephone: _____ Fax: _____

I/We wish to open a credit account with MBS. I/We have read and accepted in full the MBS terms and conditions of sale as shown on the reverse of this form and all delivery notes.

I/We wish to apply for a preferred total credit limit of £ _____

Signed _____ Print name _____

For and on behalf of _____ Dated _____

Please do not submit reference details from national merchants (i.e. Travis Perkins, Wolseley Centres etc) as they will not provide references of any nature. Submitting such references will only result in the delay of processing your application.

IMPORTANT Please ensure that all information regarding account contacts, buyers, directors, trade references is correct and that the form is signed to accept our terms and conditions of sale. We cannot process an application if any of these sections are not completed. **DATA PROTECTION.** We will make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses. We may also make enquiries about the principal directors with a credit reference agency. Any information we hold will only be used by us and will not be passed on to any third party.

For office use only

This form has been issued by _____ Date issued ____/____/____

TERMS & CONDITIONS OF SALE

1. DEFINITIONS In these conditions

- 1.1 The "Seller" means Mellor Building Services trading as MBS, Boundary Street, Liverpool, L5 9UD
- 1.2 The "Buyer" means the customer of the company.
- 1.3 The "Contract" means any contract for sale of goods by the company to the customer.
- 1.4 The "Goods" means any goods forming the subject of this contract including parts and components of or materials incorporated in them.

2. LIABILITY

- 2.1 Goods are not tested or sold as fit for any particular purpose and any term warranty or condition express implied or statutory to the contract is excluded. In no circumstances whatsoever shall the seller's liability (in contract, tort or otherwise) to the Buyer arising under out of or in connection with this contract or the goods supplied hereunder exceed the invoice price of the particular pieces concerned, and the seller shall be under no liability for loss or damage or delay howsoever arising caused by circumstances outside his control.
- 2.2 All terms express or implied, relating to the quality of goods are warranties only, the breach of which gives no right to reject the goods or terminate the contract in any circumstances whatever.
- 2.3 Any provision herein set out which would by virtue of the Unfair Contract Terms Act 1977, be of no effect as against a person dealing as a consumer, shall not apply in respect of a sale to a person so dealing.
- 2.4 Where these Terms and Conditions in any way conflict with any terms on which the buyer has purported to purchase the goods, then the provision of any such terms of the buyer shall be deemed to be ineffective to the extent that they are inconsistent herewith.
- 2.5 If it is agreed that the goods be processed the seller may arrange for such processing to be performed by a third party and in such case the operation shall be carried out on the Standard Terms and Conditions of the Third Party.
- 2.6 Where the Buyers have specified that the goods shall be of a certain colour or size, such specification shall be subject to reasonable commercial variation other than where specifically agreed with Sellers.
- 2.7 Buyers must satisfy themselves before contract that the goods purchased are satisfactory for their requirements. No cancellation will be accepted by the sellers except in accordance with these conditions.
- 2.8 If the fulfilment of this contract by the seller is at any time prevented, hindered or interfered with by hostilities or by the consequences thereof, or by any Government interference with the normal course of business, or by any other cause of whatever kind, the Seller may by notice in writing to the Buyer, suspend or cancel his contract in respect of all or any goods then undelivered.

3. DELIVERY

- 3.1 Any period of time or any date for delivery of the goods does not bind the seller and the Buyer shall have no claim against the seller for compensation or damages arising out of late delivery of the goods but the Buyer is bound to accept delivery of the goods within the time or by the date agreed for delivery.
- 3.2 If the contract provides or permits delivery by installments then each delivery shall be considered a separate contract.
- 3.3 Where the Seller agrees to deliver the goods to site this shall be to the nearest point on a road suitable, in the opinion of the driver, for the vehicle used. The Buyer is to provide the necessary labour and equipment to unload the vehicle without undue delay. Sellers shall not be liable for any damage to goods sold on delivered terms after the same have ceased to rest on the conveyance on which they are delivered.
- 3.4 The Buyer is advised that all goods should be stored in a dry place and Sellers will not accept responsibility for deterioration.
- 3.5 Risk in the goods shall pass to the Buyer when the Buyer or its Agent takes delivery of the goods.

4.6 NOTIFICATION OF CLAIMS

- 4.7 Notice of any claim arising out of or in connection with this Contract must be given in writing to the seller within seven working days from the date when the goods are collected or delivered, failing which all claims shall be deemed to be waived and absolutely barred. In any event the Seller shall be under no liability for shortage or damage unless within three days of delivery the buyer gives written notice of claim otherwise than on a consignment note or delivery document to the carrier and to the Seller.
- 4.8 In the event that a claim is made as aforesaid the seller shall be entitled to the return for testing purposes of any goods in respect of which such claim is made.

5. TITLE

- 5.1 The property in the goods shall not pass to the Buyer until the buyer has paid to the seller the whole price thereof including any interest thereon. If notwithstanding that the property in the goods has not passed to the Buyer, the Buyer shall sell the goods in such manner as to pass to a third party a valid title to the goods, the Buyer shall hold the proceeds of such sale on trust for the Seller. The Buyer agrees that prior to the payment of the whole price of the goods the seller may at any time enter upon the Buyer's premises and remove the goods therefrom and that prior to such payment the Buyer shall keep the goods separate and identifiable for this purpose. Nothing herein shall constitute the Buyer the Agent of the Seller for the purposes of any such sub-sale. Notwithstanding that property in the goods shall not pass to the Buyer save as provided above, the goods shall be at the risk of the Buyer from the time of collection by or delivery to him of the goods or after expiration of the rent free period referred to below, whichever is the earlier. Goods will be stored rent free for fourteen days from the date of this contract or the date for collection (if any is agreed upon) or the date when the goods are available for collection, whichever is the later, after which the Buyer shall pay rent at the rate charged by Public Dock Authorities in the area. Any delay caused by unreasonable act or default of either party to rail or road transport or craft furnished by the other to be for the account of the party causing the delay. Notwithstanding the preceding provisions of this clause, the Seller may at his sole option and at any time by notice in writing to the Buyer, transfer the property in the goods to him. Nothing in the condition shall confer any right on the Buyer to return the goods to the Seller or refuse or delay payment thereof.

6. PAYMENT AND PRICE

- 6.1 All prices quoted are exclusive of Value Added Tax when applicable. Payment for the goods shall be made on or before the last day of the month following delivery for approved account customers unless some other date has been fixed in accordance with the terms agreed between the Buyer and Seller for the operation of the account between them. All other transactions are on a strict Cash Sale basis, Cash Sales are to be paid in full before delivery of the goods commences. In the event that payment shall not have been made by such date the Seller shall be entitled to recover from the Buyer interest on any outstanding balance at the rate of 4 per cent above the London Clearing Banks base minimum lending rate for the time being in force for the period from such date until the date of payment and to reimburse to the Seller all costs and expenses (including legal costs)

- 6.2 reasonably incurred by the Seller in the collection of any overdue amount.
- 6.3 If the Buyer shall fail to make due payment of all monies due by the Buyer to the Seller on whatever account then until all such monies have been paid the Seller shall be entitled to withhold delivery of the goods or any part thereof and during such time the goods shall not be available for collection. If the Buyer does or suffers to be done anything which might prejudice his ability to pay the full price he shall be deemed to have repudiated this contract and the Seller may without prejudice to his rights accept such repudiation without notice as termination thereof. The Buyer shall take delivery or collect the goods within the time limit provided for under this contract and in the event that he fails to do so with such limit, the Seller shall be entitled to treat such failure as a repudiation of the contract and may without prejudice to his other rights accept such repudiation without notice as termination thereof.
- 6.4 Goods and/or raw materials of either domestic or foreign origin are included in the Seller's quotation at prices based upon tariffs duties or taxes wherever arising, upon prices of the domestic or foreign supplier, upon the appropriate rates of exchange, insurance and delivery current at the date of the quotation. The Seller shall be entitled at any time to adjust all the prices in the quotation or in any amended quotation by any variations arising as aforesaid and the Buyer shall be bound to pay the Seller the adjusted price of goods.
- 6.5 If any contract made by the Seller to procure the delivery of the goods provides for cancellation upon the happening of any of the events referred to in sub-clause 6.3 hereof and such contract is cancelled then the Seller shall have the option of cancelling this contract by notifying the Buyer in respect of any goods not delivered at that date.
- 6.6 Invoices that are incorrect must be returned as no alteration can be made at settlement.
- 6.7 Any claim or counter claim shall not be deemed sufficient reason to withhold payment by the due date. Furthermore, the Buyer shall not be entitled by reason of any dispute relating to the goods or any claim made by the Buyer under this or any other contract to withhold payment of any amount which is due to the Seller hereunder or to set off against any such amount or payment any cross claim whether liquidated or unliquidated for any sum or sums for which the seller does not admit liability

7. VARIATION

- 7.1 No employee or other person acting or purporting to act on behalf of the Company other than a Director or Secretary of the Seller in writing is authorised to agree or effect any alterations in these terms and conditions or to make representations on behalf of the Seller.
- 7.2 The rights of the Seller shall not be prejudiced or restricted by an indulgence or forbearance extended to the Buyer. No waiver of any breach shall operate as a waiver of any subsequent breach.
- 7.3 The Seller is not bound to accept any amendment to or cancellation of any offer or order by the Buyer unless the same is made in writing.

8. QUOTATIONS

- 8.1 Brochures, drawings, illustrations, advertisements or other published matter and samples are only indications of the type of the Seller's goods and shall not form part of any contract with the Buyer nor be considered a collateral warranty or a representation inducing same.
- 8.2 Any prices quoted in the Sellers catalogue or publications are subject to alteration or withdrawal without notice.
- 8.3 Quotations by the Seller or offers by the Buyer in respect of goods "ex stock" are subject to the goods being unsold when the Seller received the Buyers order or offer.
- 8.4 The Seller is not bound to accept any order from the Buyer for part only of the goods in the seller's quotation.
- 8.5 If the Buyer does not accept the Seller's quotation within fourteen days of the date thereof, the Seller shall be entitled to amend the quotation notwithstanding that the Buyer may have purported to accept the quotation after fourteen days of the date thereof.

9. DEFAULT BY THE BUYER

- 9.1 In the event of the Buyer failing for any reason to make any payment or in the event of any resolution or petition to wind up the Buyer's business or on the Buyer's Liquidation or the appointment of a Receiver or any distress or execution being levied upon the Buyer's property, the Seller shall be entitled without prejudice to any other right or remedy against the Buyer:
 - 9.2 To determine forthwith this agreement.
 - 9.3 To cancel or suspend delivery of the goods and/or any work thereon.
 - 9.4 To recover the price of or any goods already delivered and /or the cost of any work on any goods so that the same become immediately due and payable.

10. ARBITRATION

- 10.1 Should any dispute arise under or concerning the contract the same shall forthwith be referred to a single Arbitrator, or, in case one be not mutually agreed to, two Arbitrators one to be named by each party and their umpire same that in the case of a claim not exceeding £250 the dispute shall be referred to a single Arbitrator to be appointed in default of agreement by the Chairman of the appropriate trade association. The Arbitrator and Umpire shall be resident and directly engaged in the timber or plywood trade in the United Kingdom. The Arbitration shall be held in the United Kingdom and shall be subject to the English Arbitration Act 1950 or any subsisting modification thereof or substitution thereof.

11. LAW AND CONSTRUCTION

- 11.1 The contract or its agreement shall be governed by English Law and the Buyer consents to the exclusive jurisdiction of the English Courts in all matters regarding this contract except to the extent that the Seller invokes the jurisdiction of the Courts of any other Country
- 11.2 The Headings of conditions are for convenience only and shall not affect their interpretation.

TCS/01
January 2008