

# New Account Form

SPL  
Unit 6 Lockwood Park Industrial Est.  
Leeds  
LS11 5UX  
Tel: 0113 271 3200

Company Name:	Tel No:
	Fax No:
Address:	<b>Purchasing Contact Information</b>
	Contact Name:
	Tel No:
	Email:
Postcode:	
Invoice Address (If different):	<b>Accounts Contact Information</b>
	Contact Name:
	Tel No:
	We now send invoices and statements via email, please supply us with the email address you would like them sending to:
Postcode:	
Company Registration Number:	
VAT No:	
Type of Business (please circle all that apply):	No. Years in business:
Kitchen Retailer/Bathroom Retailer/Bedroom Retailer Manufacturer/Furniture/Distributor/Interior Designer Other (please specify).....	Would you mind telling us where you heard about Sycamore products?.....
Limited*/Partnership/Soletrader	Credit Required: £
<p>Please attach your company letterhead to this form with the following information:</p> <ul style="list-style-type: none"> <li>Name and Address of two trade references, please include telephone number and fax number</li> <li>*in the case of non-limited companies, names and home addresses of partners . Please also provide previous address, if current address lived at for less than 5 years</li> </ul>	
<b>PLEASE READ AND SIGN CONDITIONS OF SALE BELOW</b>	
I agree to the terms and conditions as set out overleaf	
Date:	
Signed:	On Behalf of: (company Name)
Print Name:	Position Held:
<b>THIS SECTION FOR OFFICE USE ONLY</b>	
Account open date:	VIP Email:
Region:	VIP Password:

Please fax back to 0113 2761195 or email to sales@sycamoreproductsLtd.co.uk. Thank you.

# Terms and Conditions of Sale

1. DEFINITIONS: a) The "seller" means SPL Components Ltd. b) The "buyer" means the person who buys or agrees to buy the goods from the seller. c) The "goods" means all items which the buyer agrees to buy from the seller.

2. GENERAL: Orders are only accepted subject to the Conditions of Sale set out below and the seller shall not be bound by any other terms, written, verbal or implied, or which are conditions customary in the trade and whether contained in customer's order or not. These conditions shall apply unless expressly varied by the seller in writing.

3. TERMS: Credit accounts are nett strictly within 30 days. Interest at a rate of 3% per annum above National Westminster Bank plc base rate, together with any expenses incurred in collecting payments, will be added to the agreed price in respect of any part thereof not paid, on or before the due date. Where a new account is to be opened two trade references are required. The seller has the right to discontinue delivery without notice if the buyer defaults in payment, or if circumstances warrant such discontinuance. The seller also has the right to refuse credit terms to a buyer for any reason. Pro-forma orders will only be delivered when the seller has received payment in full, including confirmed clearance of any cheque.

4. PRICES: Whilst every endeavour will be made to deliver at the prices quoted, the seller reserves the right to invoice at the price ruling at the date of delivery. All prices are subject to VAT at the rate prevailing at the date of invoice.

5. RISK AND DELIVERY: a) Goods are delivered to the buyer when the seller makes them available to the buyer (or any agent of the buyer) at the seller's premises or other delivery point agreed by the seller and risk in the goods passes when they are delivered to the buyer. B) The seller shall not be liable for any penalty, loss, injury, damage or failure in delivery from any cause at all nor shall any such delay or failure entitle for any buyer to refuse to accept any delivery or to repudiate the contract. C) Any dates quoted by the seller for delivery of the goods are approximate only and shall not form part of the contract and the buyer acknowledges that in the performance expected of the seller no regard has been paid to any quoted delivery dates.

6. CARRIAGE AND ADMINISTRATION CHARGES: A small order management charge of £10 will be applicable on all orders under £100. Carriage charges will be subject to size/weight of the consignment. All offshore islands and EC countries will incur a separate delivery charge, based on the weight of the total order. Please note that administration and delivery charges are subject to change without prior notice.

7. CLAIMS: Claims must be notified in writing within seven days of receipt, otherwise responsibility cannot be accepted. The seller's liability shall be limited to, at the seller's option, replacing the goods or refunding the price of the goods. Under no circumstances shall the liability of the seller exceed the price of the goods. Replacements for damaged goods will be charged and credit issued on the return of the damaged goods to the seller in the original packaging.

8. RETENTION OF TITLE: a) In spite of delivery having been made, property in the goods shall not pass from the seller until payment in full of the price by the buyer. B) Notwithstanding delivery, property in the goods shall not pass from the seller until all other sums owed by the buyer to the seller have been paid in full. C) Until payment in full for the goods, the buyer shall hold the goods on a fiduciary basis as a bailee for the seller. D) Whilst the buyer has the right to dispose of the goods in the ordinary course of business on a bona fide sale without notice to the customer of the seller's rights hereunder, the entire proceeds of sale or otherwise of the goods shall be held in trust for the seller until payment in full for the goods. E) Until payment in full for the goods the buyer hereby grants the seller the right to enter any premises where the goods are stored in order to re-possess or inspect them.

9. BREACH AND INSOLVENCY: If the buyer breaches any condition of this contract or becomes subject to an Administration Order or becomes bankrupt or has a receiver appointed for or distress is levied on any part of its assets or business or goes into liquidation or makes any composition with its creditors, the seller shall be entitled (whether in respect of this contract or any other) to: a) Withhold any further deliveries to the buyer and/or cancel the contract without liability; b) Appropriate any payment made by the buyer to such of the goods (whether supplied under this contract or any other) as the seller shall think fit; c) Immediate payment of all sums whatever, owing by the buyer to the seller notwithstanding any previous agreement to the contrary; d) Exercise any of its right pursuant to clause 8 above.

10. PRODUCT INFORMATION: Although the seller shall use its best endeavours to ensure that the information contained in the seller's catalogue is correct at the time of going to press, the seller shall not be under any liability for any damage, loss or expense resulting from any error or omission contained in the seller's catalogue. Goods supplied may vary in detail from the illustrations, drawings and descriptions (which are approximate and for guidance only) in the seller's catalogue as a result of improvements or modifications. Colour finishes will be maintained as accurately as possible, but matching cannot be guaranteed.

11. FORCE MAJEURE: The seller shall not be liable for any default due to any act of God, war, strikes, lock-outs or other industrial action, difficulties in obtaining labour or parts, government or other restrictions or regulations or other event beyond the reasonable control of the seller.

12. LAW AND JURISDICTION: All disputes arising out of or in connection with the contract shall be governed by English law and the buyer accepts the jurisdiction of the Courts Of England.

13. RETURN AND RESTOCKING: When goods are agreed for a return or cancellation the buyer shall pay a handling or restocking charge to cover administration and inspection charges involved in reprocessing products back into stock. The charge will be subject to change without prior notice but is currently 25% of the invoiced value of the goods. Non standard and special items ordered by the buyer cannot be accepted for return.