



BELGRADE INSULATIONS LTD
Unit T, Gildersome Spur Industrial Estate
Stone Pits Lane, Leeds, West Yorkshire LS27 7JZ
Tel: 0113 252 6524 Fax: 0113 253 6540
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APPLICATION FOR CREDIT ACCOUNT

Please complete as applicable, sign and date the form and return to us together with a copy of your letterhead.

Business Name: _____
Trading Address: _____

Post Code: _____
Nature of Business: _____ How long established: _____
Company Reg. No: _____ Credit limit requested: _____
Phone No: _____ Fax No: _____
Would you like to receive electronic invoicing: yes no
Accounts Contact: _____ Email: _____
Sales Contact: _____ Email: _____
Registered Office Address (if different from above):

NON-LIMITED COMPANY Name and Addresses of Proprietor and all Partners

TRADE REFERENCES
1) Contact Name _____
Company Name _____
Address _____

Tel No _____ Fax No _____
2) Contact Name _____
Company Name _____
Address _____

Tel No _____ Fax No _____

BANK DETAILS
Name _____ Address _____
Sort Code _____ Account No _____

I/we confirm that the information given in this application form is true and accurate and that I/we have read and understood your terms and conditions of sale.

Signed _____ Date _____
Name _____ Position _____

BELGRADE INSULATIONS LIMITED

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

1.1 In these Conditions, the following definitions apply:

Belgrade shall mean Belgrade Insulations Limited (a company registered in England and Wales with company number 01249578);

Business Day shall mean a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

Conditions shall mean the terms and conditions set out in this document together with any special terms agreed in writing between Belgrade and the Customer;

Confidential Information shall mean information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, clients, customers, products, affairs and finances of Belgrade for the time being confidential to Belgrade and trade secrets including, without limitation, technical data and know-how relating to the business of Belgrade or any of its suppliers, clients, customers, agents, distributors, shareholders or management, whether or not such information (if in anything other than oral form) is marked confidential;

Contract shall mean the contract between Belgrade and the Customer for the sale and purchase of the Goods in accordance with these Conditions;

Contract Price shall mean the price of the Goods invoiced by Belgrade in accordance with these Conditions;

Customer shall mean the person or firm who purchases the Goods from Belgrade;

Goods shall mean the products supplied by Belgrade;

Force Majeure Event shall mean any event beyond Belgrade's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including but not limited to strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, extremes of weather, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors;

Order shall mean the Customer's order for the Goods, as set out in the Customer's purchase order form or the Customer's written acceptance of Belgrade's quotation; and

Specification shall mean any specification for the Goods, including any related plans and drawings.

2. APPLICATION

2.1 All Goods supplied by Belgrade are supplied subject to these Conditions and to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 Belgrade's employees and/or agents are not authorised to make any representations concerning the Goods unless confirmed by Belgrade in writing. In entering into these Conditions, the Customer acknowledges that it does not rely on, and waves any claim for breach of any such representations, which are not so confirmed.

2.3 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and applicable Specification submitted by the Customer are complete and accurate.

2.4 The Order shall only be deemed to be accepted when Belgrade issues a written acceptance of the Order, at which point the Contract shall come into existence.

2.5 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.6 Any samples, drawings, descriptive matter or advertising produced by Belgrade and any descriptions or illustrations contained in Belgrade's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

2.7 A quotation for the Goods given by Belgrade shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

2.8 Where Belgrade does not manufacture the Goods, unless Belgrade gives written advice or a written recommendation, the Customer is entirely responsible for satisfying itself that the Goods are suitable for the intended application use either by relying on their own expertise or by obtaining professional advice.

2.9 The Customer may at any time before the date of delivery amend or cancel an Order by written notice to Belgrade. If the Customer amends or cancels an Order, its liability to Belgrade shall be limited to payment to Belgrade of all costs reasonably incurred by Belgrade in fulfilling the Order up until the date of deemed receipt of the amendment or cancellation, except that the Customer shall have no liability to Belgrade where the amendment or cancellation results from Belgrade's failure to comply with its obligations under these Conditions.

3. GOODS

3.1 The quantity and description of the Goods will be as set out in Belgrade's catalogue from time to time.

4. DELIVERY

4.1 Belgrade or any third party on Belgrade's behalf shall deliver the Goods to the Customer's premises or the Customer shall collect the Goods from Belgrade's premises, whichever is applicable, on or by the date or dates agreed between the parties. By agreement between the parties Belgrade or any third party on Belgrade's behalf may deliver the Goods or the Customer may collect the Goods at an earlier time.

4.2 Where Belgrade is to deliver Goods, delivery will be to as near the place in mainland Britain where the Customer requires delivery to be made as in the discretion of Belgrade.

4.3 The Customer shall be solely responsible for the unloading of the Goods if Belgrade has delivered the Goods or for the loading of the Goods if the Customer is collecting the Goods and Belgrade shall not be liable for any damage that occurs in the course of such loading or unloading.

4.4 If the Customer fails to collect the Goods, fails to take delivery or fails to give adequate delivery instructions at the time stated for delivery (otherwise than by reason or any cause beyond the Customer's reasonable control or by reason of Belgrade's fault) then, without prejudice to any other right or remedy available to Belgrade, Belgrade may make provision for the storage of the Goods until actual recovery, and the Customer shall be responsible and shall indemnify Belgrade for the reasonable costs, including insurance, of such storage.

4.5 Any date of delivery or period for delivery given is an estimate only and Belgrade shall not be liable for any delay in the delivery of the Goods.

4.6 If the Customer shall require proof of delivery or collection, any such request for such proof shall be notified in writing within 30 Business Days of the date of Belgrade's invoice.

4.7 Belgrade reserves the right to vary deliveries and to make deliveries by installments as it may deem necessary having regard to availability of supplies and changes in Specification.

4.8 Any claims in respect of alleged shortages or damage must be notified to Belgrade in writing within three Business Days of delivery. Evident damage to external packaging must be the subject of an endorsement on Belgrade's delivery note at the time of delivery.

5. TITLE AND RISK

5.1 Risk in the Goods shall pass to the Customer on delivery.

5.2 Notwithstanding delivery and the passing of risk in the Goods, the Goods shall remain the sole and absolute property of Belgrade until such a time as the Customer shall have paid to Belgrade in cleared funds the Contract Price of the Goods, together with the full price of any other goods, subject to any other contract between Belgrade and the Customer.

5.3 The Customer acknowledges that until such a time as the Customer becomes the owner of the Goods, the Customer is in possession of the Goods solely as fiduciary agent and bailee for Belgrade and the Customer will store, protect and insure the Goods on its premises separately from its own goods or those of any other person and in a manner which makes them readily identifiable as the Goods of Belgrade.

5.4 If payment for the Goods is overdue in whole or in part Belgrade may, without prejudice to any other rights and remedies, recover and/or sell the Goods or part thereof and shall be entitled to enter upon the Customer's premises or site for that purpose.

6. RETURNS

6.1 Goods returned at the Customer's request not on Belgrade's own vehicle shall be at the Customer's risk regarding insurance for a value not less than the full contract price.

6.2 Specifically ordered or non-stock Goods are not returnable.

- 6.3 Costs of collection and re-delivery of replacement items will be met by the Customer unless attributable to the negligence of Belgrade.
- 6.4 Only Goods returned in readily saleable condition can be accepted for credit at the Contract Price.
- 6.5 Belgrade reserves the right to levy a restocking and handling charge.
- 6.6 All returns must be sanctioned by Belgrade prior to Goods being returned by the Customer. The Customer's right to cancel an Order shall be entirely at the discretion of Belgrade. The Customer shall be liable for payment of an Order unless it receives written confirmation from Belgrade that the Order has been cancelled.

7. PRICE AND PAYMENT

- 7.1 The price of the Goods shall be the Contract Price.
- 7.2 Where the price of the Goods is stated to be exclusive of the costs and charges of packaging, insurance and transport of the Goods, these may be invoiced to the Customer.
- 7.3 The Contract Price is exclusive of Value Added Tax which will be charged to the Customer by Belgrade at the rate prescribed by law.
- 7.4 Unless otherwise agreed, the Customer shall pay the invoice in full and in cleared funds 20 Business Days from the end of the month in which the invoice was issued, in full and in cleared funds in pounds sterling, by electronic transfer to the bank account nominated by Belgrade from time to time. Failure to observe these terms may result in cancellation of credit facilities.
- 7.5 If the Customer fails to make any payment due to Belgrade within the time stipulated, the Customer shall pay interest and debt recovery costs on the overdue amount at the rates set in the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue on a daily basis from the date when payment was due until the date of actual payment of the overdue amount, whether before or after judgement. The Customer shall pay interest and debt recovery costs together with the overdue amount.
- 7.6 Belgrade shall be under no obligation to make any delivery, including deliveries from a previous contract, if the Customer is in breach of any of these Conditions.
- 7.7 Belgrade shall at any time be entitled to deduct from, or set off against monies payable by it to the Customer such sums, which the Customer owes Belgrade.
- 7.8 Belgrade shall be entitled to invoice the Customer for the price of Goods on or at any time after acceptance of the Order or the date for delivery of the Goods or the date for collection of the Goods.
- 7.9 The Customer shall pay the price of the Goods within the terms of Belgrade's invoice notwithstanding that delivery or collection of the Goods may not have taken place or that property in any Goods had not passed to the Customer.
- 7.10 Non-payment on a due date will entitle Belgrade to demand payment of all outstanding balances under the Contract or any other contract between Belgrade and the Customer whether due or not and/or hold any outstanding orders without prejudice to any other rights it may have.
- 7.11 If the Customer disputes the amount of an invoice, it must notify Belgrade of the reasons for such dispute and provide any relevant documents within 10 (ten) Business Days of the date of the invoice, after which it shall be deemed to accept the invoice and be liable for payment of the invoice in full and cleared funds.

8. TERMINATION

- 8.1 Belgrade may terminate these Conditions or cancel or suspend all further deliveries without incurring any liability to the Customer if the Customer:
- 8.1.1 commits a material breach of any of its obligations under these Conditions and (if such breach is remediable) fails to remedy that breach within a period of 10 (ten) Business Days after receipt of notice in writing requiring it to do so ; or
 - 8.1.2 has a receiving order in bankruptcy made against him or makes any arrangement with his creditors or, being a Company, has a receiver, liquidator, administrator, supervisor or administrative receiver appointed over its property or assets or any part of them or if any order shall be made or any resolution passed for winding up of the Customer; or
 - 8.1.3 ceases, or threatens to cease, to carry on all or substantially the whole of its business; or
 - 8.1.4 Belgrade reasonably considers that any of the events mentioned above is about to occur.
- 8.2 If any of the provisions set out in clause 8.1 apply, Belgrade may, without prejudice to its other rights or remedies, demand immediate payment by the Customer of all unpaid accounts and suspend further deliveries and cancel this and any other contract between Belgrade and the Customer without any liability

attaching to Belgrade in respect of such suspension or cancellation and debit the Customer with any loss sustained thereby.

- 8.3 Termination of these Conditions, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of these Conditions shall continue in full force and effect.

9. LIMITATION OF LIABILITY

- 9.1 Belgrade hereby excludes to the fullest extent permitted by law, all conditions and warranties, whether express or implied (other than as set out in these Conditions) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of the Customer.

- 9.2 Nothing in these Conditions shall limit or exclude Belgrade's liability for:

- 9.2.1 death or personal injury resulting from its negligence;
- 9.2.2 fraud or fraudulent misrepresentation; or
- 9.2.3 any other matter in respect of which it would be unlawful for Belgrade to exclude or restrict liability.

- 9.3 Subject to clause 9.2:

- 9.3.1 Belgrade shall not be liable in any way whatsoever whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, or any indirect, special or consequential loss (including at all times, without limitation, economic loss, loss of business, depletion of goodwill or similar) howsoever caused which may arise out of or in connection with the supply of the Goods; and
- 9.3.2 Belgrade's total liability to the Customer in respect of all other losses arising under or in connection with the supply of the Goods, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Contract Price.

- 9.4 In no circumstances shall Belgrade have any liability whatsoever for any advice or design provided to the Customer, unless the same is in writing on Belgrade's headed paper following receipt of a suitable written Specification from the Customer. The Customer shall be responsible for checking and confirming that details of materials estimated by Belgrade are correct and no responsibility shall be taken by Belgrade for errors in quantities provided by it. Specifications and product details will be supplied at the request of the Customer, but Belgrade will accept no liability for errors or mis-statements contained therein, in no circumstances does Belgrade undertake any liability for checking or approving the Specification for the Goods provided to the Customer.

10. GENERAL

- 10.1 Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by Belgrade.
- 10.2 The Customer shall keep confidential any Confidential Information that it may acquire and shall not use the Confidential Information for any purpose other than to perform its obligations under these Conditions and will ensure that its officers and employees comply with the provisions of this clause 10.2.
- 10.3 Subject to clause 7.11, if any dispute between the parties has not been resolved in the normal course of business, either party may call a meeting of the parties by service of not less than 10 (ten) Business Days' notice and each party agrees to procure that a representative from each party shall attend a meeting called with the aim of resolving the dispute. Those attending the meeting shall use all reasonable endeavors to resolve the dispute(s) arising out of these Conditions. If the meeting fails to resolve the dispute within 10 (ten) Business Days of it being referred to it, either party by notice in writing may refer the dispute to the Managing Director (or their nominees) of both parties, who shall co-operate in good faith to resolve the dispute as amicably as possible within 15 (fifteen) Business Days of the dispute being referred to them. If the dispute between the parties is not resolved having applied the processes set out above, then the procedure shall be deemed exhausted and either party may resolve the dispute by any other route, including through the courts pursuant to clause 10.10.
- 10.4 No failure to exercise or delay in exercising any right or remedy provided under these Conditions or by law constitutes a waiver of such right or remedy, nor shall it prevent or restrict any future exercise or enforcement of such right or remedy.
- 10.5 No single or partial exercise of any right or remedy under these Conditions shall prevent or restrict the further exercise of that or any other right or remedy.
- 10.6 Any notices must be in writing and may be delivered by hand, first class post or Special Delivery post, addressed to the recipient at its registered office or to any other address, fax number or email address as notified in writing to the sender by the other party. Any notice will be deemed to have been duly served if

delivered personally, on delivery; if sent by post, on the second Business Day after it was posted, or if sent by fax or email, when correctly dispatched provided that, if in any case notice would be deemed to be given outside of 9am to 5.30pm on a Business Day, such notice shall instead be deemed to have been given at the start of the next Business Day.

- 10.7 No term of these Conditions shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to these Conditions.
- 10.8 These Conditions constitute the whole agreement and understanding of the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of these Conditions. Each party acknowledges that it has not relied upon any warranty, representation, statement or understanding other than those expressly set out in these Conditions.
- 10.9 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected and the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 10.10 This Contract shall be governed by, and constructed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.
- 10.11 Belgrade shall not be liable for any failure or delay in performing its obligations under these Conditions if the performance of is delayed or otherwise affected by a Force Majeure Event.

Signed by a **director/proprietor** for and on behalf of (Insert Company Name):

..... **Director/Proprietor** **Date**

Signed by a **director/financial controller** for and on behalf of Belgrade Insulations Ltd:

..... **Director/Financial Controller** **Date**