



Account Application Form

I/We wish to open a credit account with Rifina Co Limited and agree to Rifina's Conditions of Sale shown below. In processing your application for credit facilities we will make enquiries of credit reference agencies and other third parties who may record those enquiries. We may also disclose information about the conduct of your account to credit reference agencies or other third parties. The information obtained from or provided to credit reference agencies or other third parties, may be used when assessing further applications for credit terms, for debt collection, for tracing and fraud protection.

Trading/Company Name: _____ Limited Company / LLP / Sole Trader / Partnership
(Please circle one)

Trading Address: _____

_____ Postcode _____

Contact Name: _____ Position: _____

Phone: _____ Mobile: _____

Fax: _____ Email: _____

Nature of Business: _____ Monthly Credit Required: _____

Co. Reg. No. _____ VAT Reg. No. _____

Accounts Contact: _____ Invoices by Email or Post: _____

Accounts Address: _____

_____ Postcode _____

Phone: _____ Mobile: _____

Fax: _____ Email: _____

Bank Details: _____ Acc. No: _____ Sort Code: _____

Please supply two credit references (NOT from other electrical wholesalers)

Name: _____ Name: _____

Address: _____ Address: _____

Phone: _____ Phone: _____

Fax: _____ Fax: _____

Email: _____ Email: _____

For sole trader and partnerships only:

Home Address: _____

_____ Postcode _____

Previous Address (if at current address less than 3 years): _____

_____ Postcode _____

Tel No. _____ DOB: _____

Other partner names: _____

Address: _____
_____ Postcode _____

In consideration of your agreement to supply goods on credit to the company described above applying for credit herein ('the Company') I/We the undersigned being director(s)/member(s) of the company / LLP / hereby unconditionally and personally, jointly and severally guarantee payment of all monies due and owing by the Company to Rifina Company Limited, its subsidiaries and successors, including all monies due and owing by reason of any increases in the credit limit granted by Rifina Company Limited from time to time following review of the Company's credit account and note the additional terms below.

I/We the undersigned hereby confirm that if credit facilities are approved the account will be paid as per our normal monthly terms.

SIGNED _____ Position _____

NAME (Capitals) _____ Date _____

Please send the completed form to: Rifina Co Limited, Unit 8 Alexandra Way, Ashchurch, Tewkesbury, GL20 8NB.

Tel: 01684 855550 Fax: 01684 855553 Email: accounts@rifina.com

Rifina January 2010 revised August 2015

For Office Use Only

CR Check _____ CIN Check _____ ER Check _____

RIFINA CO LIMITED - TERMS AND CONDITIONS OF SALE

1) GOVERNING CONDITIONS

- a) These terms and conditions shall govern the contract between the Company and Rifina Co Limited (RCL), including any and all orders made for goods from RCL by the Company.
- b) These terms apply to the exclusion of any other terms that the Company seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- c) These terms constitute the entire agreement between the parties. The Company acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of RCL which is not set out in the terms.

2) CREDIT ACCOUNTS

- a) Credit accounts may be opened on receipt of a completed application form and satisfactory credit references. RCL reserves the right to decline any application without stating a reason and without liability to the Company.
- b) Payment is due no later than the last business day of the month following that in which the goods were invoiced unless specifically agreed by RCL in writing.
- c) If payment is not received by the due date RCL reserves the right to charge interest at 8% per annum over the base rate of the HSBC Bank plc from time to time, to withhold further supplies and refer collection to a recovery agent. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Company shall pay the interest together with the overdue amount.
- d) Goods not paid for in full by the due date may be re-invoiced at the current trade price.
- e) RCL reserves the right to terminate any credit account, without stating a reason and without liability to the company, on written notice to the Company. In such a situation all outstanding invoices shall fall due and payable immediately.

3) PRICES AND QUOTATIONS

Quotations are estimates, which unless otherwise stated are valid for 14 days. All goods are sold subject to the prices and any discounts ruling at the time of delivery. All discounts and prices are calculated on the basis of the whole of a particular order. Any change in quantity purchased may require an alteration in the price/s and/or discount quoted.

4) DELIVERIES

- a) Delivery times are advisory only, are not of the essence and are subject to alteration dependent on our suppliers' deliveries. RCL cannot accept responsibility for any loss suffered through any delay or price increase beyond our control.
- b) Goods are normally delivered free of charge by RCL's own transport within RCL's normal delivery area. Where a delivery is made outside scheduled delivery days (Monday to Friday, excluding bank holidays) or areas or by other carriers RCL reserve the right to make a charge for such delivery.

5) ORDERS

- a) RCL accepts no responsibility for errors of understanding where orders are placed by telephone unless confirmed in writing.
- b) Confirmation orders must be prominently marked as such otherwise RCL cannot be held responsible for any duplication and the Company may be asked to take and pay for goods tendered against both orders.
- c) Any samples, drawings, descriptive matter, or advertising produced by RCL and any descriptions or illustrations contained in RCL's catalogues, brochures or on RCL's website are produced for the sole purpose of giving an approximate idea of the goods described in them. They shall not form part of the Contract or have any contractual force. RCL will not accept responsibility arising from errors omissions mis-descriptions or illustrations contained in or referred to in the Catalogue or on the website.
- d) RCL cannot accept responsibility for cancellations if not made in writing. Any work or charges incurred by RCL in respect of the cancellation of an order for non-stock items will be invoiced to the Company.

6) LOSS OR DAMAGE

- a) The Company is required to inspect goods for shortage or apparent defect and damage at the time of delivery. Claim for shortages defects or damage must be made in writing to RCL within three days of delivery. Failure to give such notice shall release RCL from all responsibility in this connection.
- b) Provided that 6a) is adhered to RCL shall replace any goods which are defective in workmanship or materials or at our option refund the purchase price if already paid. Except as may be imposed by Law RCL shall be under no liability for any damage or loss resulting from the use of the goods whether defective or otherwise nor for any consequential damage or cost incurred by the Company in connection with the goods for whatever reason.

7) RETURNS

Goods correctly supplied may not be returned without the prior written authorisation of RCL. RCL reserves the right to levy a minimum re-stocking charge of 25%, manufacturer's handling charge, return carriage charges or refuse the return of goods supplied to specific order not held in stock. Such charges may be levied retrospectively where a manufacturer/supplier subsequently refuses return of such items.

8) PERFORMANCE

It is the Company's responsibility to ascertain the goods we supply are sufficient and suitable for the purpose to which they are to be put. We cannot be held responsible either in respect of their installation or for the performance of any product in which the goods may be installed.

9) REPRESENTATIONS AND WARRANTIES

a) RCL shall use commercially reasonable endeavours to transfer to the Company the benefit of any manufacturer's warranty, if one is given, in relation to the goods. This shall be the only express warranty given by RCL in respect of the goods.

a) The terms implied by sections 13 to 15 of the Sale of goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

10) RETENTION OF TITLE

a) The risk in the goods shall pass from the seller to the buyer upon delivery of such goods to the buyer.

b) Title to the goods shall not pass to the Company until RCL receives payment in full (in cash or cleared funds) for the goods and any other goods that RCL has supplied to the Company in respect of which payment has become due, in which case title to the goods shall pass at the time of payment of all such sums, including any interest that may have accrued.

c) Until title to the goods has passed to the Company, the Company shall:

i) store the goods separately from all other goods held by the Company so that they remain readily identifiable as RCL's property; and

ii) maintain the goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.

11) TERMINATION

a) RCL may, without prejudice to any of its other rights, and without liability to the Company, determine the contract or any unfulfilled part of it or withhold further deliveries of any goods should the Company purport to cancel or suspend, or commit any breach of this contract or becomes insolvent.

b) On termination of the Contract for any reason the Company shall immediately pay to RCL all of RCL's outstanding unpaid invoices and interest.

12) LIMITATION OF LIABILITY

a) Nothing in these Conditions shall limit or exclude RCL's liability for:

i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

ii) fraud or fraudulent misrepresentation;

iii) breach of the terms implied by section 12 of the Sale of goods Act 1979;

iv) defective products under the Consumer Protection Act 1987; or

v) any matter in respect of which it would be unlawful for RCL to exclude or restrict liability.

b) Subject to clause 12(a):

i) RCL shall under no circumstances whatever be liable to the Company, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

ii) RCL's total liability to the Company in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the goods.

13) GENERAL

a) Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable.

b) The Company may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of RCL.

c) A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

d) The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

e) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

I/We the undersigned hereby agree to Rifina Company Limited's Terms and Conditions.

SIGNED _____ Position _____

NAME (Capitals) _____ Date _____