

TEL NO:

FAX NO:

THE TRADE ONLY MERCHANT! TM

PLEASE COMPLETE ALL APPLICABLE SECTIONS	NAMES AND ADDRESSES OF ALL PARTNERS/DIRECTORS/ PROPRIETORS/TRUSTEES (as applicable):
NAME OF ORGANISATION OR INDIVIDUAL ("CUSTOMER"):	NAME: DOB:
relevant to your company	ADDRESS:
TYPE OF ORGANISATION: Sole Trader:/Ltd Company:/Partnership:/LLP	
INVOICE ADDRESS:	
	HOME PHONE NO:
POST CODE:	PROPERTY - OWNED RENTED
REGISTERED OFFICE ADDRESS (if different from above):	PREVIOUS ADDRESS (if at above address for less than 3 years):
	PREVIOUS ADDRESS (ly at above address for tess than 3 years).
POST CODE:	
TEL:	NAME: DOB:
MOBILE:	ADDRESS:
FAX:	
EMAIL:	
Please tick this box if you do not want your invoices to be sent by email \square	
ACCOUNT CONTACT:	HOME PHONE NO:
POSITION HELD:	PROPERTY - OWNED □ RENTED □
COMPANY REG. NUMBER:	PREVIOUS ADDRESS (if at above address for less than 3 years):
DATE BUSINESS ESTABLISHED:	
TOTAL CREDIT REQUESTED:	(Continue on seperate sheet as necessary)
PLEASE PROVIDE TRADE REFERENCES (Minimum of 6 months trading required; (NOTE: Grahams, Plumb Centre & Plumbase DO NOT provide references. Please DO NOT provide references.	
TRADE REFERENCE 1	TRADE REFERENCE 2
NAME:	NAME:
ADDRESS:	ADDRESS:

By completing this Credit Account Application you are confirming that: 1) you have the authority to apply for credit and act on behalf of the Customer; 2) the information supplied is true and accurate; 3) you have read and accept the Conditions of Sale of Williams & Co on behalf of the Customer; 4) you agree and accept that any Account provided by Williams & Co, and all orders and Contracts made with Williams & Co, are subject to the Conditions of Sale of Williams & Co (as amended from time to time) which are available on request and be viewed at www.williams.uk.com; 5) you accept that Williams & Co may make enquiries of credit reference agencies and other third parties who may record those enquiries to process your Application, that Williams & Co may also disclose information about the conduct of your Account to such third parties and that Williams & Co may use such information when assessing further applications by the Customer for credit terms and for debt collection, tracing and fraud prevention purposes; and 6) unless you notify us in writing otherwise, you agree for Williams & Co to use the information provided for marketing purposes.

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This is a legally binding guarantee; it should only be signed by a director/owner/partner/trustee of the organisation or a third party who is prepared to personally guarantee performance of the Customer's obligations. Your signature confirms you have read and understood its nature and effect.

In consideration of Williams & Co agreeing to supply goods and to grant an Account to the Customer, I guarantee the performance of all the Customer's obligations to Williams & Co and agree to indemnify Williams & Co, and keep it indemnified, against all losses and expenses it may incur through any failure by the Customer to perform or discharge such obligations.

Signature: Signature:

Print Name: Printed name:
Date: Date:
Position Held: Position Held



If you are unable to provide trade references please state why:

INTERPRETATION

- following definitions, unless the context requires otherwise, rules of interpretation in Condition 1 shall apply to these and rules of Conditions
- Account: the credit account (if any) provided to the Customer by Williams;
- by Williams; Additional Terms: any terms varying or adding to the Conditions that are included within the Order Acknowledgement or otherwise agreed in writing by Williams, including (without limitation) any agreed variations to the Order; Conditions: these terms and conditions (as amended from time to time).

- Conditions: these terms and conditions (as amended from time to time);
 Contract: any contract between Williams and the Customer for the purchase of Goods by the Customer from Williams in accordance with and subject to the Conditions and Additional Terms;
 Customer: the person, company or organisation that enters into a Contract, in accordance with and subject to the Conditions, to purchase Goods from Williams for business purposes;
 Goods: any goods Williams agrees to supply to the Customer under a Contract;
 Intellectual Property Rights: all copyright and related rights, trade marks, trade names, domain names, goodwill and the right to sue for passing off or unfair competition and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted renewals or extensions of, and rights to claim priority from;
 Order: a request (written or oral) to purchase goods from the Customer to Williams or acceptance by the Customer of a quotation provided by Williams;
 Order Acknowledgement: acceptance of an Order by Williams, which shall be the earlier of Williams accepting the Order orally or commencing performance of the Order,
 Price: is defined in Condition 7.1; and
 Williams Trade Supplies Limited (CRN: 1864711).

 1.1 References to the masculine include the feminine and the resulter the simular include the feminine and the resulter the simular include the purpland in each case vice versa.

- windams. Williams Tade Supplies Limited (CNN, 1064/11).

 1. References to the masculine include the feminine and the neuter, the singular include the plural and, in each case, vice versa. Reference to a statute or statutory instrument is a reference to it as it is in force for the time being and includes reference to any amendment, extension, application or re-enactment and includes any subordinate legislation made under it.

- as it is in force for the time being and includes reference to any amendment, extension, application or re-enactment and includes any subordinate legislation made under it.

 1.2 Headings shall not affect the interpretation of the Conditions.

 2. APPLICATION OF TERMS

 2.1 Subject to Condition 2.2, the Conditions and any Additional Terms apply to all Contracts to the exclusion of all other terms and conditions. No terms or conditions of the Customer (whether endorsed on, delivered with, or contained in the Customer's purchase order or other documents) shall form part of any Contract and any attempt by the Customer to exclude, vary or limit any Conditions or Additional Terms without the express agreement of Williams in writing shall be void.

 2.2 Any variation to the Conditions shall have no effect and shall not form part of the Contract unless agreed in writing by Williams.

 2.3 Williams' employees or agents are not authorised to make any representation concerning the Goods unless confirmed by Williams in writing. In entering the Contract, the Customer acknowledges and accepts that it does not rely on, and waives any claim for breach of, any such representations that are not so confirmed.

 2.4 Williams may provide the Customer with an oral or written quotation, a quotation is valid for 30 days from its date provided that Williams has no tpreviously withous, to provide the duotation, subject to the Conditions, to the Customer shall be deemed to be an offer, subject to the Conditions, to preciously williams and no binding Contract will come into existence, until Williams provides an Order Acknowledgement.

- DESCRIPTION
- The quantity and description of the Goods is set out in iams' quotation and/or Order Acknowledgement and the

- Williams quotation and/or Order Acknowledgement and the Contract.

 3.2 All descriptions, drawings, specifications, technical data and illustrations and any advertising or other materials issued by Williams, or contained in Williams' brochures or website, are approximations and for information purposes only, should not be relied on by the Customer as precise or construed literally and shall not form part of the Contract.

 3.3 Williams reserves the right to change any descriptions, drawings, specifications, technical data, illustrations, brochures, advertising materials, its website and any other materials provided at any time without notice.

 3.4 The Customer acknowledges and accepts that, whilst Williams will endeavour to provide Goods of a similar quality, Goods are supplied on the understanding that the finish of Goods containing natural products or materials (such as wood or leather) may vary from sample to sample and product to product, may not be uniform in colour or texture (and, in the case of wood may contain grain variations, and in the case of wood or leather may include natural marks and scars), and that by reason of differences in stock supplied to Williams (and, without limitation, any other reasonable varying conditions occurring) may result in a reasonable variation in colour and quality between the advertised product or any sample and the Goods supplied, and any such variations shall not be a defect for the purposes of Condition 10.1. Unless agreed otherwise, no Contract shall be a sale by sample.

 4. DELIVERY

- Unless agreed onerwise, no contract snan to a pair by sample.

 4.1 DELIVERY

 4.1 Unless otherwise agreed in writing by Williams, delivery of the Goods shall take place at the delivery address set out in the Contract ("Delivery Point").

 4.2 Williams will endeavour to deliver the Goods to the Delivery Point by the date specified in the Contract or, if none is specified, within a reasonable period of time. However, any such specified date is an estimate only and it is expressly agreed that time for delivery shall not be, and shall not be made by notice, of the essence.
- date is an estimate only and it is expressly agreed that time for delivery shall not be, and shall not be made by notice, of the essence.

 4.3 Williams will endeavour to deliver the Goods as near as possible to the Delivery Point as a safe hard road permits but reserves the right to refuse to deliver the Goods at the Delivery Point if Williams driver or the carrier reasonably considers the Delivery Point is unsuitable for delivery.

 4.4 Unless agreed otherwise, Goods will be delivered by Williams or its carriers, subject to payment of the applicable delivery charge (if any), on weekdays during normal working hours. Williams reserves the right to levy an additional charge where the Customer requests that the Goods be delivered in instalments or outside normal working hours or on weekends or Bank Holidays.

 4.5 Williams record of the delivery date and description of the Goods delivered to the Customer shall be conclusive evidence of such, unless the Customer shall be conclusive contrary evidence.

 4.6 Williams may deliver the Goods by separate instalments, which shall be invoiced and paid for separately in accordance with the Contract. Each separate instalment shall, unless agreed otherwise in writing, be deemed a separate Contract.

 4.7 If the quantity of Goods delivered to the Customer must point will be contracted to the customer than the contract that the paratity of Goods delivered to the Customer must point will be seen the customer fails to accept delivery of any of the Goods when the Goods are delivered to the Customer, and the Goods when the Goods are delivered to the Customer, and the Goods when the Goods are delivered to the Customer, and the Goods when the Goods are delivered to the Customer, and the Goods when the Goods are delivered to the Customer, and the Goods when the Goods are delivered to the Customer, and the Goods when the Goods are delivered to the Customer, and the Goods when the Goods are delivered to the Customer, and the Goods when the Goods are delivered to the Customer, and the Goods

- the Goods will be deemed to have been delivered; and
- (a) the Goods will be deemed to have been delivered; and (b) Williams may store the Goods until actual delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance costs).
 (4) If the Customer has not taken/accepted delivery of the Goods within 10 days of notification that the Goods are ready for delivery, Williams shall be entitled to resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage, insurance and/or selling costs, account to the Customer for any excess over or charge the Customer for any shortfall in the Price.

- 4.10 Subject to the other Conditions and unless agreed otherwise by Williams, Williams will not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profils, losd of business, depletion of goodwill indirectly by any delay on the new of the process of the control of the

- 5. CUSTOMER'S OBLIGATIONS AND WARRANTIES 5.1 The Customer warrants that it has the necessary authority to enter into the Contract. The Customer warrants that all the information provided to Williams, particularly (without limitation) that the terms of any Order (including any applicable specification) is true and accurate and acknowledges that Williams is relying on such information to perform its obligations under the Contract. 5.2 The Customer warrants that it is a trade customer (it is entering into a Contract with Williams to purchase goods for business use).
- 5.2
- ine Customer warrants that it is a trade customer (it is entering into a Contract with Williams to purchase goods for business use).

 3. The Customer acknowledges that it is responsible for ascertaining the type, quantity and specification of the goods required for its purposes and that Williams provides no warranty (and none shall be implied) that the Goods are fit for any particular nurroses.

- (and none shall be implied) that the Goods are fit for any particular purpose.

 5.4 The Customer agrees to co-operate fully with Williams and provide any assistance required to supply the Goods, in particular, but without limitation, the Customer agrees to do the following at its own expense:

 (a) provide Williams with any reasonably necessary information relating to the Goods within a sufficient time to enable Williams to fulfil the Contract and provide any and all other information, co-operation and assistance reasonably required to enable Williams to fulfil the Contract and approvide any and all other information, to experience the contract and appropriate equipment and suitably trained and competent personnel at the Delivery Point to collect or unload/load the Goods at a reasonable speed. If Williams' or its carrier's delivery vehicle is kept waiting for an unreasonable time, is unable to complete delivery or if Williams' has to provide staff to unload the Goods an additional charge may be made; and (c) inspect and check the Goods on delivery to ensure that they conform to the Contract and the Customer's requirements; and (d) ensure an authorised representative of the Customer signs
- (d) ensure an authorised representative of the Customer signs the delivery note (or the equivalent documentation of a carrier) on delivery to confirm that the Goods are as ordered and undamaged; the deliv and (e) the
- (e) take such steps as reasonably required to enable delivery of the Goods and ensure that all relevant regulations are complied with to ensure safe delivery of the Goods.

 5.5 The Customer shall promptly notify Williams if any of the events in Condition 6.5 occur.
- events in Condition 6.5 occur.

 5.6 If Goods are supplied for use in conjunction with the Customer's existing equipment and/or structures, the Customer shall be entirely responsible for ensuring that such equipment and/or structures are in all respects suitable and adequate for the purpose and properly installed.

 6. RISK/TITLE

- RISK/ITTLE
 The risk in the Goods shall pass to the Customer when the Goods are delivered to the Delivery Point. Subject to Condition 6.2, title in the Goods shall not pass to the Customer until Williams has received (in cash or eleared funds) from the Customer:
 (a) the full Price for the Goods plus VAT; and

- 6.1 Fire fix in the Goods and Jussa to the Customer when the Customer and Collage and Environment of the Customer Customer and Collage and Environment of the Customer Customer (in all of the Customer Customer) and Customer Customer (in all of the Customer Customer) and Customer Customer (in all of the Customer Customer) and Customer Customer (in all of the Customer Customer) and Customer Customer (in all of the Customer Customer) and Customer Customer (in all of the Customer Customer) and Customer (in all of the Customer) and Customer (in all of Customer) and Customers (in all of Customer) and Customers (in all of Customer) and Customers (in all of Customers) and Customers (in all of Custo

- 7. PRICE
 7. Unless otherwise agreed by Williams in writing and subject to Conditions 7.2 and 7.3, the price for the Goods shall be the price stated in the quotation or Order Acknowledgement provided by Williams to the Customer in accordance with Conditions 2.4 and 2.5, together with any VAT and delivery costs ("Price").
- 2.5. together with any VAT and delivery costs ("Price")
 7.2. The Price is based on the costs of materials, labour, subcontracts, transport, taxes, duties and all other relevant costs at the date of the quotation and/or Order Acknowledgement and on the work being done in normal working hours.
 7.3. Williams reserves the right to vary the Price, by giving notice to the Customer prior to delivery, to take account of any variation (howsoever arising) in these costs or the imposition of any new taxes or duties or any changes to the Contract between the quotation or Order Acknowledgement date and the delivery date.
- 7.4 In addition to the Price, the Customer shall pay for:

- date.

 7.4 In addition to the Price, the Customer shall pay for:

 (a) any increase in costs due to changes to the delivery date or address or to the quantity or specification of Goods required by the Customer; and

 (b) any additional work or costs as a result of the Customer providing inadequate or inaccurate instructions or information to Williams or as a result of the Customer failing to comply with any of the Conditions or any Additional Terms.

 7.5 Any additional costs to the Price payable by the Customer under Condition 7.4 and/or the Contract will (at Williams' option) be invoiced by Williams at the time the work is carried out or as part of the Price in accordance with Condition 8.1.

 8. PAYMENT

 8. In Williams shall be entitled to issue an invoice for the Price any time prior to, on, or at any time after actual or deemed delivery. Payment shall be made by the Customer on or be fore the due date, not withstanding the fact that delivery may not have taken place and/or title in the Goods may not have passed to the Customer. Receipts for payment shall only be issued if requested in Writing by the Customer in Writing, with appropriate details, within 7 days of the invoice date.

 8.2 For Account Customers within their credit limit each invoice submitted by Williams shall, unless other Account payment terms have been agreed in writing by Williams, be paid by the end of the calendar month following the date of the invoice. For Customers without an Account, or with an Account that has reached is credit limit, the Price shall be paid at the time of the Order or neceipt of Williams invoice, as directed by Williams. Time for payment shall be of the essence.

 8.3 Williams reserves the right, in its absolute discretion, to cancel the Account.

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 8.3 Williams reserves the right, in its absolute discretion, to cancel the Account.

 8.4 Williams reserves the right to suspend the Account if the credit limit is reached, or it decides, for whatever reason, that the requires security from the Customer, other than that already provided (if any), for the performance and discharge of the customer sounds of the customer sounds. The Customer agrees to use its best endeavours to ensure that any additional security required by Williams to ensure that any additional security required of by Williams (including, but not limited to, a third party providing of the Customer sounds to suspension and the customer sounds of the customer sound

- or irrevocably incorporated into another product, and without limiting any other right or remedy of Williams, Williams may at a Customer makes any further use of the Goods after giving notice any time require the Customer to deliver up the Goods or use its rights in Condition 6.7.

 6.9 If Williams repossesses any Goods or the Customer delivers up any Goods, in accordance with Condition 6, the Contract for those Goods shall be rescinded.

 7. PRICE

 7.1 Unless otherwise agreed by Williams in writing and subject to Conditions 7.2 and 7.3, the price for the Goods shall be the price stated in the quotation or Order Acknowledgement provided by Williams to the Customer in Conditions 2.4 and 2.3, together with any VAI and delivery costs ("Price").
 - accordance with the Contract.

 10.6 Any Goods that are returned by the Customer pursuant to Condition 10.2 shall belong to Williams unless Williams repairs such Goods in accordance with Condition 10.2. These Conditions shall apply to any repaired or replacement Goods supplied by Williams.
 - 10.7 Williams' reasonable opinion as to the cause of the defect shall be final and binding unless the Customer can provide

 - 11. LIMITATION OF LIABILITY

 11.1 Subject to the other Conditions and provisions of the Contract, Condition I1 sets out the entire financial liability of Williams (including any liability for the acts or omissions of its employees, agents, and sub-contractors) to the Customer in respect of any breach of the Contract and any representation, statement, tortious act or omission, including negligence, arising under or in connection with the Contract.

 11.2 Subject to Conditions 11.3 and 11.4:

 (a) Williams shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise (in each case whether direct, indirect or consequential) or any claims for indirect, special or consequential loss, damages or compensation whatsoever (howsoever caused) which arise under, out of or in connection with the Contract;

 (b) Williams' total liability in contract, tort (including breach

loss, damages or compensation whatsoever (howsoever caused) which arise under, out of or in connection with the Contract;

(b) Williams' total liability in contract, tort (including breach of statutory duty or negligence), misrepresentation, restitution or otherwise arising under, out of or in connection with the Contract shall be limited to £10,000 or the Price (whichever is the greater).

11.3 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

11.4 Nothing in the Conditions or Contract excludes or limits Williams' liability for death or personal injury caused by Williams' negligence or for fraud or fraudulent misrepresentation.

12. FORCE MAJEURE

12.1 Williams reserves the right to defer the date of delivery of the Goods or cancel the Contract (in each case without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, labour disputes (other than in relation to Williams' own workforce), or restraints or delays affecting suppliers or carriers, or inability or delay in obtaining supplies of adequate quality, provided that, if the event in question continues for a continuous period in excess of 30 days, the Customer shall be entitled to give notice in writing to Williams to terminate the Contract.

NAME:	
DATE:	
NAME:	
DATE:	

- snail be final and binding unless the conclusive evidence to the contrary.

 11. LIMITATION OF LIABILITY