

Account Application Form

Version 10/2020 - 2

Brausch & Co (UK) Limited

Unit 4 **Great West Trading Estate Great West Road** Brentford TW8 9DN Telephone: 020 8847 4455

Email: sales@brausch.co.uk

DHL Bathroom Supplies Limited DHL Bathroom Supplies Limited

Unit 2

Quarry Farm Business Units Redhill

Bristol BS40 5TU

Telephone: 01934 862440

Unit 20 **Cameron Court** Winwick Quay Warrington WA2 8RE Telephone: 01925 625060

OUR COMPANY DETAILS	SECTION
Account Name:	
Trading Name (if applicable):	
Billing Address:	Delivery Address (if different):
Postcode:	Postcode:
Main Telephone No.:	Delivery Telephone No.:
Main Email Address:	
Your Website Address:	
	CECTION
Company Type (please tick one): Sol	le Trader Partnership Limited/PLC LLP Other
	le Trader Partnership Limited/PLC LLP Other Full Name: Company Title: Address:
Company Type (please tick one): Full Name: Company Title: Address:	le Trader Partnership Limited/PLC LLP Other Full Name: Company Title: Address: Postcode:
Company Type (please tick one): Full Name: Company Title: Address:	le Trader Partnership Limited/PLC LLP Other Full Name: Company Title: Address:
Company Type (please tick one): Full Name: Company Title: Address: Postcode: D.O.B. Full Name:	le Trader Partnership Limited/PLC LLP Other Full Name: Company Title: Address: Postcode: D.O.B. Full Name:
Company Type (please tick one): Full Name: Company Title: Address: Postcode: D.O.B. Full Name: Company Title:	le Trader Partnership Limited/PLC LLP Other Full Name: Company Title: Address: Postcode: D.O.B. Full Name: Company Title:
Company Type (please tick one): Full Name: Company Title: Address: Postcode: D.O.B. Full Name:	le Trader Partnership Limited/PLC LLP Other Full Name: Company Title: Address: Postcode: D.O.B. Full Name:
Company Type (please tick one): Full Name: Company Title: Address: Postcode: D.O.B. Full Name: Company Title:	le Trader Partnership Limited/PLC LLP Other Full Name: Company Title: Address: Postcode: D.O.B. Full Name: Company Title:
Company Type (please tick one): Full Name: Company Title: Address: Postcode: D.O.B. Full Name: Company Title:	le Trader Partnership Limited/PLC LLP Other Full Name: Company Title: Address: Postcode: D.O.B. Full Name: Company Title:
Company Type (please tick one): Full Name: Company Title: Address: Postcode: D.O.B. Full Name: Company Title:	le Trader Partnership Limited/PLC LLP Other Full Name: Company Title: Address: Postcode: D.O.B. Full Name: Company Title:

SOLEY IN CONNECTION WITH THIS APPLICATION AND FOR THE DURATION OF THE ACCOUNT REMAINING ACTIVE WITH US.

COMPANY REG	SISTRATION DETAILS	SECTION 3
Company Regi Parent Compai		Incorporation Date:
TRADE REFERE	ENCES	SECTION 4
TRADE REFERE Company: Address: Postcode:		TRADE REFERENCE 2 Company: Address: Postcode:
	you been trading with this company?	Contact Name: Telephone: Email: How long have you been trading with this company? SUPPLIERS WITH AT LEAST 6 MONTHS OF TRADING HISTORY.
ACCOUNTS CO	NTACT DETAILS	SECTION 5
		Contact No.: DICES, CREDITS OR STATEMENTS. THESE WILL BE SENT VIA EMAIL.
(Please tick all requ	eceives the following: Emailed Invoices uired)	& Statements Emailed Order Confirmation Newsletters
YOUR REQUIRE	EMENTS	SECTION 6
Your requested	d Credit Limit in £'s:	/e would like to trade on a Proforma basis only (tick box):
OPERATIONAL	CONTACT DETAILS	SECTION 7
		ARTMENT OR MEMBER OF STAFF RESPONSIBLE FOR ORDERING ERSON PLEASE PASS THE DETAILS TO YOUR AREA SALES MANAGER.
Name: Position: Email: This contact re	eceives the following: Emailed Invoices	Contact No.: & Statements Emailed Order Confirmation Newsletters
,		

THE NEXT SECTION, (SECTION 8) IS OUR TERMS & CONDITIONS, PLEASE READ THEM CAREFULLY AND SIGN THE CONFIRMATION IN SECTION 9 ON PAGE 5 OF THIS APPLICATION FORM

TERMS AND CONDITIONS SECTION 8

1. Quotations:

- a) All quotations are subject to availability of goods.
- b) The Company reserves the right to amend at any time its quoted delivery date and price to cover corresponding fluctuations in trading importation conditions and manufacturers prices.
- c) Quoted prices will remain valid for a period of 30 days from the date of quotation or amended quotation.

2. Acceptance of Order:

- a) No order shall be accepted or deemed to be accepted unless the Company's acceptance is confirmed in writing to the Customer.
- b) No order may be cancelled after acceptance unless the Company accepts and confirms the cancellation in writing to the Customer. The Company will charge a cancellation fee of 20% of the value of the order at its discretion.

3. Payment Terms:

- a) Payment in full on or before the last day of the month following the date of the invoice.
- b) The Company reserves the right to demand from the Customer, at any time prior to delivery, a deposit payment on account of the Contract price or the full Contract price and the Customer is obliged to make such payments on demand.
- c) If the Customer fails to make payment on the due date, then the Company, without prejudice to its legal rights and remedies, reserves the right to charge interest on the outstanding amount at the rate of 4% over and above the Base Rate of any London clearing bank from the due date until the date of actual payment in full.

4. Delivery:

- a) Time is not of the essence and accordingly the Company cannot be held liable for any delay in delivery.
- b) If the payment terms provide for payment prior to delivery (whether of the full contract price or of a deposit on account thereof) or 'cash on delivery' and the Customer defaults to make such payments on the due date, then the Company reserves the right to withhold delivery and to charge the Customer for undelivered despatches from its warehouses.
- c) If the Company is prevented from or delayed in delivering any goods by any reason beyond its control and management including but not limited to Acts of God, government intervention, labour disturbance, civil commotion, breakdown of machinery and vehicles and reduction or stoppage at the works where the goods are manufactured, then without prejudice to the Company's right to recover payment for goods already delivered, the Company reserves the right to cancel or suspend deliveries without notice.
- d) The Company may make deliveries in advance of the quoted delivery date.
- e) Any incomplete or incorrect delivery or delivered goods which after reasonable inspection prove to be damaged or defective in any way must be reported by the Customer in writing to the Company within three days of delivery and receipt. The Company reserves the right to reject any claim made after the said three day period.
- f) Notwithstanding the fact that the Company does not contract on a 'sale or return' basis the Company may, at its absolute discretion and at a minimum charge of 10% of the total contract price to cover the cost of re-stocking and carriage, agree to accept the return of goods supplied and delivered and issue a credit note in exchange for the same provided that subsequent to inspection at the Company's warehouse the goods including their packing are found to be in their original despatched condition. g) A delivery charge will be made at cost on orders under £300 nett invoice value exclusive of VAT and on all orders delivered by request of the Customer outside the Company's normal delivery schedules.

5. Warranties:

- a) Unless by special arrangement recorded in writing between the Customer and the Company, no specific warranty (whether express or implied) is or can be given by the Company with regard to any goods supplied; accordingly the Company cannot under any circumstances whatsoever be held liable for any direct or indirect loss or damage arising by any reason including but not limited to delay in delivery and fault, failure or defect in any goods supplied.
- b) Unless the Company expressly advises the Customer in writing to the contrary, it is neither a Condition of Sale nor is it warranted by the Company that goods supplied satisfy, either in whole or in part, any national or local bye-law, safety standard, building regulation, specification or any other regulation whatsoever.

c) Tiles:

- i) If the goods comprise of wall or floor tiles manufactured from chain, earthenware, vitried or unvitried ceramic or any other natural material where variation in shade and colour is an inherent natural characteristic, the Company does not and cannot give any warranty as to such variation in shading and colouring nor can it be held liable for any claim whatsoever relating to shading, colouring or crazing.
- ii) The Company, at its complete discretion and subject to the provisions contained in Clause 4(f) above may agree to accept the return of tiles provided the shade and colour of the tiles to be returned is still in stock in the Company's warehouse and no more than 90 days have elapsed from the date of delivery to the date of return.
- iii) Under no circumstances whatsoever will the Company agree to accept the return of tiles of mixed shading and colouring.

CONTINUED ON PAGE 4

- 6. Retention of Title:
- a) The property in all goods supplied and/or delivered by the Company shall at all times remain vested in that Company until payment due under all contracts between the Company and the Customer has been made in full.
- b) All goods supplied by the Company will be held by the Customer as 'Fiduciary Owner'.
- c) Notwithstanding the provisions of sub-clause (a) above, the risk of damage to or loss of such goods shall pass to the Customer immediately upon delivery and the Customer shall be liable to pay the full contract price whether or not such goods are damaged or lost before the property therein passes to the Customer.
- d) If such goods are destroyed by an insured risk prior to them being paid for by the Customer, then the Customer shall hold the proceeds of any such insurance as Trustee for the Company.

7. English Law:

The construction and operation of the Conditions of Sale and of the Agreement between the Company and the Customer shall be governed by English Law.

October 2020

*** Please see appendix C below in respect of data protection regulations.

APPENDIX C

- 1. We may transfer information about you to our bankers/financiers, in order for them to provide their services to us and other customer's of theirs and to help them to (a) obtain credit insurance, (b) undertake credit control, (c) undertake assessment and analysis (including credit scoring, market, product and statistical analysis, (d) securitise debts and (e) protect their interests.
- 2. We or our bankers/financiers may make credit reference agency searches in respect of your business and its principals. Please note that credit reference agencies make a record of searches which may be used to prevent fraud or money laundering or by other subscriber's to make credit decisions about you.
- 3. Our bankers/financiers may give information about you and your indebtedness to the following for purposes stated:
- a) any other divisions or associated companies of theirs for the business purposes of such divisions or companies;
- b) our or their insurers to quote for and issue any credit policy or to deal with any claims;
- c) any advisers acting on our or their behalf so the advisers can carry out their services;
- d) any business to whom your indebtedness or our financing arrangements with them may be transferred to facilitate such transfer;
- e) to any person to whom they have a duty of disclosure or to whom the law permits disclosure.
- 4. Our bankers/financiers may make decisions about you solely using an automated decision-making process, such as credit scoring; however, they will tell us (and in turn we will tell you) if they make a significant decision only using such a process. Through us you can then request a review of their decision using other means.
- 5. Our bankers/financiers may monitor and/or record your phone calls to them for training and/or security purposes.
- 6. We will provide you with details of our bankers on request, including a contact telephone number from where you can obtain details of the credit reference agencies used by them and any third parties to whom information is transferred.

TO COMPLETE THIS APPLICATION YOU MUST SIGN AND DATE SECTION 9 ON PAGE 5.

CONFIRMATION & SIGNATURES SECTION 9

1. FOR LIMITED/LLP AND PLC DIRECTOR/COMPANY SECRETARY WILL NEED TO SIGN. 2. FOR SOLE TRADERS THE OWNER OF THE ACCOUNT NEEDS TO SIGN. 3. FOR PARTNERSHIPS ALL PARTNERS NEED TO SIGN.

In making this application, I/we acknowledge and accept the Sales Terms (Goods and Services Section 8 of this application form which is periodically updated - the latest version is available on request and as part of this form available on our website at www.brausch-dhl.co.uk) which governs all transactions. Your signature below confirms you accept these terms.

Signature: (Digital Signatures Accepted)					
Print Name:					
Position in Company:					
I Have Read Section 8:	Tick to confirm	Dated			
Signature: (Digital Signatures Accepted)					
Print Name:					
Position in Company:					
I Have Read Section 8:	Tick to confirm	Dated			
Triave nead Section 6.	nex to commi	Dateu			
Signature: (Digital Signatures Accepted)					
Print Name:					
Position in Company:					
I Have Read Section 8:	Tick to confirm	Dated			
Signature: (Digital Signatures Accepted)					
Print Name:					
Position in Company:					
I Have Read Section 8:	Tick to confirm	Dated			
MANY THANKS FOR APPLYING FOR AN ACCOUNT, WE AIM TO HAVE ACCOUNTS UP AND RUNNING WITHIN 7 DAYS OF RECEIVING A COMPLETED FORM, PLEASE NOTE THAT FAILING TO FILL IN ANY DETAILS WILL SEVERELY SLOW DOWN THIS PROCESS. IF YOU REQUIRE MORE SPACE FOR ADDITIONAL SIGNATURES PLEASE USE THE NOTES SECTION OF THIS FORM. ALL NAMES NOTED IN SECTION 2 OF THIS FORM MUST HAVE A SIGNATURE TO CONFIRM ACCEPTANCE OF THE TERMS.					

Please note we keep all this information on file for our own records and do not share any of the information recorded in this form.

SEND IN YOUR APPLICATION

ONCE COMPLETED PLEASE EITHER PRINT OFF AND POST INTO US (ADDRESSES ARE IN THE HEADER OF PAGE 1 OF THIS DOCUMENT), SCAN AND EMAIL OR PASS TO YOUR AREA SALES MANAGER. PLEASE ENSURE YOU SEND IN THE COMPLETE 6 PAGES OF THIS APPLICATION FORM.

THANK YOU.

NOTES AND ANY	EXTRA INFORMATION		
FOR OFFICE USE			
	Form Completed Correctly	Trade References R	ocaivad
	Credit Account	Proforma Only	eceiveu
Credit Limit:	Cicuit Account	1 Totolina Offiy	
Account Name: Account Code:		Display Account Code:	
	Email Invoice/Statement Address Added to Opera		VB
	Email Order Confirmations Address Added to Opera		VB Express ONLY
Account Authoric		- Peru	Keuco
Account Authoris Account Added to			Toto
Notes:			Other please note