



APPLICATION FOR CREDIT ACCOUNT

Account Name:

Address:

Telephone Number: Fax Number:

Type of organisation: *Limited Co / Sole Trader / Partnership / Public Service / Charity
* Delete as appropriate

VAT registration No:

Limited Co Reg No:

If Sole Trader / Partnership please give full name(s), home address(s) and telephone number below:

Full Name(s)

Home Address(s)

Telephone Number:

Nature of Business: Date Trade Commenced:

Credit Limit Applied for: £..... (Credit limit reflects maximum credit allowed at any one time)

REFERENCES

Bank Name: Telephone Number:

Trade Reference 1:

Trade Reference 2:

I confirm that I have read and accept the Terms & Conditions detailed overleaf. I understand that all orders will be placed on those terms (or any terms later adopted by you and notified to me in writing).

I confirm that the information given in this application for a credit account is in all respects true and accurate.

Data Protection Act 1988 Notice.

Words shown in *italics* are defined in the Data Protection Act 1998 ("The Act").

Where I provide you with *personal data* ("data"), I understand that the data will be held securely, in confidence and *processed* for the purpose of carrying out your business and associated activities ("Activities"). In considering my application, I accept that you may consult and disclose the data to credit reference agencies, banks, credit insurers and other responsible organisations outside your business that you have nominated ("third parties"), and that such third parties may process the data. I understand that under the Act I have a right to know what data you hold on me if I apply in writing and pay the applicable fee.

I agree that you may use the data to contact me with details of other products and services. Unless I have written to you objecting to you using the data for such purpose or I have not ticked the box below, I agree that you may contact me by post, telephone, fax, email, via the internet or other communication means.

I object to you using the data for direct marketing purposes.

Authorised Signature of Director / Company Secretary / Owner:

Name (BLOCK CAPITALS)

Position: Date:.....

TERMS AND CONDITIONS

All orders placed are subject to acceptance by Cooler Water (UK) Ltd (herein after referred to as The Company). These Terms and Conditions of sale supersede any terms and conditions proposed by the buyer and may not be varied except with the written consent of the company which must be signed by a Director.

1 INTERPRETATION

1.1 In these conditions the following words have the following meanings:

1.1.1 The Buyer: the person(s), firm or company who purchases the Goods from the Company;

1.1.2 The Company: Cooler Water (UK) Ltd

1.1.3 Contract: any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these Conditions;

1.1.4 Delivery Point: the place where delivery of the Goods is to take place under condition 4;

1.1.5 Goods: any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them and including any ancillary services relating to the supply of such Goods.

1.2 In these conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3 In these conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

1.4 In these conditions headings will not affect the construction of these conditions.

2 APPLICATION OF TERMS

2.1 Subject to any variation under condition 2.3 the Contract will be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed upon, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 These conditions apply to all the Company's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a director of the Company. Nothing in this condition will exclude or limit the Company's liability for fraudulent misrepresentation.

2.4 Each order for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to purchase Goods subject to these conditions.

2.5 Any quotation is given on the basis that no contract will come into existence until the Company despatches an acknowledgement of order to the Buyer. Any quotation is valid for a period of 28 days only from its date, provided that the Company has not previously withdrawn it.

3 ARTWORK / PROOFS / SAMPLES / SPECIFICATIONS

3.1 The Buyer must ensure that the terms of its order and any applicable specification are complete and accurate. Prices are subject to sight of artwork.

3.2 To produce a specific logo, the Company require artwork which can be accepted in most digital formats on zip, CD or via email. Please contact the Company for full artwork specification requirements and further assistance.

3.3 In all cases a paper proof will be supplied prior to production. Once Buyer signs the Artwork Approval form in the Company's standard form (or alternatively sends such form electronically together with a covering e-mail of acceptance), Buyer has accepted full responsibility for finished product artwork.

3.3.1 A printed proof is highly recommended. Where the Buyer refuses to receive a printed proof the Buyer has accepted full responsibility for any subsequent errors.

3.3.2 A printed proof - supplied on the appropriate item, printed to the correct size and colour will be provided on request. A charge may apply for this.

3.4 Unless specified, the size and positioning of the printing will be at the discretion of the artwork department.

3.5 Printed PMS matches are approximate and may differ during the printing and firing processes. Every care will be taken to achieve the desired effect. If an exact match is required with no tolerance, we recommend that you request a proof (see proofs above). Failing this no liability can be accepted for colour variation.

3.6 Printed goods may be subject to 5% over or under run. The quantity supplied will be charged for.

3.7 You can always inspect a plain unprinted sample of the Goods before you order. Most samples sent for consideration are charged for and will be credited providing they are returned in good condition within 21 days.

3.8 The products shown in the Company's catalogue are personalised to show the effect that can be obtained, but do not necessarily imply that the products have been supplied or endorsed by the owners of the trademarks featured.

4 DELIVERY

4.1 Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the address specified by the Buyer on the Purchase Order.

4.2 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery will be within a reasonable time.

4.3 Any late delivery of goods due to force majeure events beyond the control of the Company shall still need to be paid for by the Buyer once delivered regardless of the importance of the delivery date to such Buyer.

4.4 Subject to the other provisions of these conditions the Company will not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill and like loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor will any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 90 days from the lead time quoted, such lead times are always from the date of receipt by the Company of proof of approval in the Company's standard form.

4.5.1 risk in the Goods will pass to the Buyer (including for loss or damage caused by the Company's negligence);

4.5.2 the Goods will be deemed to have been delivered; and

4.5.3 the Company may store the Goods until delivery whereupon the Buyer will be liable for all related costs and expenses (including, without limitation, storage and insurance).

4.6 Any defects, shortage, damage, wrong goods delivered etc must be notified to the Company within 3 working days of delivery.

4.7 In the event of defective Goods, the Company requests that the Buyer provides a sample of the defective Goods to the Company so that the Company may investigate the defect.

5 NON-DELIVERY

5.1 The quantity of any consignment of Goods as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

5.2 Subject always to clause 4.3, the Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless written notice is given to the Company within seven days of the date when the Goods would in the ordinary course of events have been received.

5.3 Subject always to clause 4.3, any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

6 RISK/TITLE

6.1 The Goods are at the risk of the Buyer from the time of delivery to any address specified by the Buyer.

6.2 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:

6.2.1 the Goods; and

6.2.2 all other sums which are or which become due to the Company from the Buyer on any account.

6.3 The Buyer's right to possession of the Goods shall terminate immediately if:

6.3.1 the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed over its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or

6.3.2 the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or

6.3.3 the Buyer encumbers or in any way charges any of the Goods.

6.4 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

6.5 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

7 PRICE

7.1 Unless otherwise agreed by the Company in writing the price for the Goods shall be the price set out in the Company's price list published on the date of delivery or deemed delivery or if different the price set out on the Company's quotation and order acceptance form.

7.2 The price for services to be provided that are ancillary to the supply of Goods shall be indicated as a separate item on the Company's quotation, order acceptance form and invoice.

7.3 The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to loading, unloading, carriage and insurance all of which amounts the Buyer will pay in addition when it is due to pay for the Goods.

7.4 Prices are subject to change between order acceptance and delivery in the following circumstances:

7.4.1 any specification change to the order by the Buyer (i.e. product, quantity, print specification, print positioning or agreed delivery date or method or delivery address or numbers of deliveries to be made); and

7.4.2 any negative currency fluctuations.

7.5 Cancellation charges shall apply dependent on the stage of the order process.

8 PAYMENT

8.1 First orders with the Company require payment of the price for the Goods in cleared funds before the order goes into production. Thereafter the Buyer has the option of applying for a credit account.

8.2 For Buyers with a credit account with the Company payment of the price for the Goods is due 28 days following delivery or deemed delivery of the Goods.

8.3 Time for payment shall be of the essence.

8.4 No payment shall be deemed to have been received until the Company has received cleared funds.

8.5 All payments payable to the Company under the Contract shall become due immediately upon termination of this Contract despite any other provision.

8.6 The Buyer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid to the Company by the Buyer.

8.7 If the Buyer fails to pay the Company any sum due pursuant to the Contract the Buyer will be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of the Bank of England, accruing on a daily basis until payment is made, whether before or after any judgment.

9 QUALITY

9.1 Where the Company is not the manufacturer of the Goods, the Company will endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Company 9.2 The Company gives no warranty as to the quality of the goods or their fitness for purpose except to the extent such warranties have been imposed or implied by law and not otherwise limited under condition 10.2 below.

9.3 The Company shall not be liable for a breach of any of the warranty imposed under condition 9.2 if:

9.2 and 9.3 if any of the Goods do not conform with any warranty imposed or implied by law the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Buyer shall return the Goods or the part of such Goods which is defective to the Company.

9.3.1 the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or

9.3.2 the Buyer alters or repairs such Goods without the written consent of the Company; or

9.3.3 the defect arises because the Buyer failed to provide accurate specifications.

9.4 Subject to conditions

9.5 if the Company complies with condition 9.4 it shall have no further liability for a breach of any of the warranty under condition 9.2 in respect of such Goods.

10 LIMITATION OF LIABILITY

10.1 Subject to condition 9, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

10.1.1 any breach of these conditions; and

10.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

10.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

10.3 Nothing in these conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or fraudulent misrepresentation.

10.4 Subject to conditions 10.2 and 10.3:

10.4.1 the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the contract price; and

10.4.2 the Company shall not be liable to the Buyer 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 consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

11 ASSIGNMENT

11.1 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

11.2 The Company may assign the Contract or any part of it to any person, firm or company.

12 FORCE MAJEURE

12.1 The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials. Provided that, if the event in question continues for a continuous period in excess of 90 days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

13 GENERAL

13.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

13.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

13.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

13.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

13.5 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

13.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

14 COMMUNICATIONS

14.1 All communications between the parties about this Contract must be in writing and delivered by hand or sent by pre-paid first class post or sent by facsimile transmission or e-mail:

14.1.1 (in the case of communications to the Company) to its registered office or such changed address as shall be notified to the Buyer by the Company; or

14.1.2 (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of this Contract or such other address as shall be notified to the Company by the Buyer.

14.2 Communications shall be deemed to have been received:

14.2.1 if sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting);

14.2.2 if delivered by hand, on the day of delivery;

14.2.3 if sent by facsimile transmission or by e-mail on a working day prior to 4.00 pm, at the time of transmission or sending and otherwise on the next working day.