



Application for Commercial Credit

Legal Trading Status:

- Sole Trader Partnership
LLP Limited Co.
PLC

Company Name:

Invoice Address:

Postcode:

Sales Contact:

Tel:

Fax:

Mobile:

Email:

Web:

Accounts Contact:

Accounts Tel:

Delivery Address: (if different from invoice address)

Postcode:

Private Address of Partners (continue on separate sheet if more)

Name:

Home Address:

Postcode:

Name:

Home Address:

Postcode:

Limited Company Registered Address:

Postcode:

Co. Reg No.:

Bank Name, Address and Details:

Postcode:

Account No.:

Sort Code:

Trade Reference #1:

Address:

Tel:

Fax:

Trade Reference #2:

Address:

Tel:

Fax:

Your VAT No.:

Business Commenced:

Type of Business:

No of Permanent Employees:

Annual Sales:

Credit Limit Applied For:

Applicant's Signature, agrees financial responsibility, willingness and ability to pay invoices in accordance with and acceptance of Absolute Apparel Limited Terms and Conditions on the reverse of this document. Absolute Apparel Ltd reserves the right to hold orders and deliveries if account goes beyond terms. Applicant also acknowledges responsibility for any costs and expenses incurred in collection of account by third party. I hereby authorise the bank and supplier references listed in this application to release the information necessary to assist in establishing a line of credit.

Sign:

Print:

Position:

Date:



Terms & Conditions

1. Application of Conditions

All goods are sold by Absolute Apparel Limited Company Registration Number 5219123 ("the Seller") to any purchaser ("the Buyer") upon the following terms which shall prevail over any terms contained in the Buyer's order or in correspondence or elsewhere unless specifically agreed to in writing and signed by a Director of the Seller.

2. Prices

The prices payable for the goods shall be those in the Seller's price list current at the time of dispatch. A surcharge of 5% per garment shall be made on all orders where size XL or bigger only are required. Orders under £200 (excluding VAT) will not be accepted for free delivery. VAT shall be added to all amounts payable by the Buyer where applicable. The Seller reserves the right to revise all prices and specifications.

3. Payment Terms

- a) Payment of invoices shall be made in full within the terms prevailing on the date of sale. The Seller reserves the right to charge interest on overdue accounts at the rate of 5% over HSBC Bank Plc's base rate to run from the due date for payment until receipt by the Seller of the full amount whether or not after judgment.
- b) The Seller reserves the right to alter the amount of credit allowed to the Buyer either up or down, as business situations change.

4. Delivery

- a) Delivery dates mentioned in any acknowledgement of order or elsewhere are approximate only and are not of any contractual effect and the Seller shall not be under any liability to the Buyer in respect of any failure to deliver on any particular date or dates. Unless otherwise expressly agreed the Seller may effect the delivery in one or more installments. Each installment shall be treated as a separate contract.
- b) Delivery shall be at the Buyer's premises unless otherwise agreed by the Seller. Goods dispatched by the Seller's normal next day carrier service are carriage paid to destinations within the U.K. mainland if the order value is above the prevailing minimum order value. Goods dispatched by special delivery of whatever kind at the Buyer's request are subject to a carriage surcharge.
- c) If the Buyer refuses or fails to take delivery of goods tendered the Seller shall be entitled to terminate the contract with immediate effect or to dispose of the goods as it may determine and the Seller reserves the right to recover from the Buyer a minimum handling fee of 20% of the total price of such goods (plus VAT thereon) which shall be paid by the Buyer within 15 days of the date of invoice.

5. Risk and Title

- a) Risk in the goods shall pass to the Buyer on delivery. All goods supplied to the Buyer shall remain the sole and absolute property of the Seller as legal and equitable owner until such time as the Seller shall have received full payment for them together with full payment of all amounts owed by the Buyer to the Seller in respect of any other contract for the sale of goods.
- b) Until such payment the Buyer shall be in possession of the goods solely as bailee for the seller and in a fiduciary capacity and shall store the goods separately and in such a way, as to enable them to be readily identifiable as the property of the Seller.

6. Variation and Returns

The Seller shall be deemed to have fulfilled its contractual obligations in respect of any delivery though the quantity may be up to 10% more or less than the quantity specified in the contract and in such event the Buyer shall pay for the actual quantity delivered. Save as provided herein no return of goods will be accepted unless authorised by the Seller's Sales Department prior to dispatch and the Seller reserves the right to charge the minimum handling fee specified in 4 (c) above except in the case of faulty garments.

7. Liability

- a) The Seller shall not be liable to the Buyer:
 - i) for shortages in quantity delivered unless the Buyer notified the Seller of such claim within 7 days of receipt of the goods.
 - ii) for damage to or loss of the goods or any part thereof in transit unless the Buyer shall notify the Seller of any such claims within 7 days of receipt of the goods.
 - iii) for defects in the goods caused by fair wear and tear, abnormal condition of storage or use or any act, neglect or default of the Buyer or of any third party and
 - iv) for other defects in the goods unless notified to the Seller within 14 days of receipt of the goods by the Buyer provided that no liability shall be attributed to the Seller where any goods have been printed on or have changed their form in any way whatsoever.
- b) (i) Where liability is accepted by the Seller under 7 (a) the Seller's only obligation shall be at its option to make good any shortage or non-delivery and/or to replace any goods found to be damaged or defective and/or refund the cost of such goods.
(ii) The Seller's aggregate liability to the Buyer whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the cost of the defective, damaged or undelivered goods which give rise to such liability as determined by the net price invoiced to the Buyer in respect of any occurrence or series of occurrences.
- c) Subject to the foregoing all conditions, warranties and representations express or implied by statute, common law or otherwise in relation to the goods are hereby excluded and the Seller shall be under no liability to the Buyer for any loss damage or injury direct or indirect resulting from defective material, faulty workmanship or otherwise however arising and whether or not caused by negligence of the Seller, its employees or agents.

8. Force Majeure

The Seller shall not be liable to the Buyer for loss or damage suffered by the Buyer as a direct/indirect result of the supply of goods by the Seller being prevented, hindered, delayed or rendered uneconomic by reason of circumstances or events beyond the Seller's reasonable control.

9. Insolvency and Default

If the Buyer enters into a deed of arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or if an order is made or a resolution passed for the winding up of the Buyer or if a Receiver is appointed over any of the Buyer's assets or undertakings or if the Buyer takes or suffers any similar or analogous action in consequence of debt or commits any breach of this or any other contract between the Seller and the Buyer the Seller may without prejudice to any of its other rights stop any goods in transit and/or suspend further deliveries and/or determine the rights of the Buyer under Condition 5 and/or by notice in writing to the Buyer determine the contract.

10. Governing Law

The contract shall be governed by and constructed in accordance with English Law; the parties submit to the jurisdiction of English Courts.