



## CREDIT ACCOUNT APPLICATION FORM

### BUSINESS CONTACT INFORMATION

Applicant Name:		Date business commenced:	
Company name:		<input type="checkbox"/> Sole proprietorship	
Phone & Fax Number:		<input type="checkbox"/> Partnership	
E-mail Address:		<input type="checkbox"/> Limited Company (state reg no)	
Registered company address:		<input type="checkbox"/> Other	
		VAT Number:	

### BUSINESS AND CREDIT INFORMATION

Amount of credit required:	£	Bank name:	
Trading/Delivery address (if different to registered address):		Bank Address:	
Phone:		Sort Code:	
Fax:		Account number:	
E-mail:		Time with Bank:	

### BUSINESS/TRADE REFERENCES (LTD COMPANIES DO NOT NEED TO COMPLETE)

Company name:		Phone:	
Address:		Fax:	
		E-mail:	
Contact Name:		Approx. Monthly Spend:	
Company name:		Phone:	
Address:		Fax:	
		E-mail:	
Contact Name:		Approx. Monthly Spend:	
Company name:		Phone:	
Address:		Fax:	
		E-mail:	
Contact Name:		Approx. Monthly Spend:	

### AGREEMENT

By signing this application you confirm acceptance of our terms and conditions as per page 2. By signing you also give us the authority to contact your bank and any stated trade references for a statement of your credit worthiness.

### SIGNATURES

Signature		Signature	
Name and Title		Name and Title	
Date		Date	

1 signature required for Limited Companies (ensure signatories are officers of the company) and Sole Traders

2 signatures required for partnerships and charitable organisations

## GENERAL

Any order accepted by PHARMAHOUSE LTD. (hereinafter called "the Company") is subject to the following conditions to the exclusion of all others unless expressly agreed in writing by the Company. No substitution for the terms and conditions (even if included in or referred to in the document placing the order) shall be binding on the Company notwithstanding that the Company may accept the same for formality.

## VALIDITY

Subject to the "PRICES", condition below any quotations by the Company shall remain valid unless withdrawn for a period of 30 days but no longer unless a further period is expressly agreed in writing. The buyers official order shall be communicated in writing. In the event of any statute or rule of law rendering any of these conditions or any part of them void or unenforceable, such condition or part shall take effect to the extent permitted and shall not be wholly void or unenforceable.

## PRICES

(a)The prices given in quotations and price lists are based on the current costs ruling at the date thereof for materials, wages, carriage, freight, insurance, taxes, statutory and all other charges whether incurred by the Company or our sub-contractors (other than import or export duties or value added tax which were applicable are not included in the prices quoted but will be charged and payable as an extra at the rate ruling at the date when the same became payable by the Company). If at any time between the date of the quotation and completion of the contract any variation shall take place in these costs or charges, the contract price shall be increased accordingly by such an amount as shall represent the increase in the cost to the Company or in the amount chargeable to the Company by our sub-contractors.  
(b)Prices quoted are against quantities specified and are subject to increase for reduced quantities.  
(c)Unless otherwise stated in writing all prices are net unpacked ex-works and any packing, carriage, freight, insurance and shipping charged will be added to the contract price at cost to the Company.  
(d)In the case of imported items and equipment paid for by the Company in currency other than sterling the price charged will be based upon the rate of exchange ruling at the time of payment by the buyer.

## TERMS OF PAYMENT

Unless otherwise agreed in writing by the Company payment shall be made in sterling without deduction of any kind whatsoever 30 days following delivery. In the absence of satisfactory references or in the case of default in payment and at the complete discretion of the Company the right is reserved to render proforma invoices to include an estimate for all charges due in accordance to be adjusted when the actual costs are known. These proforma invoices are to be paid prior to despatch of the goods. Proportionate payments shall be made for instalment deliveries. Where payment is not received on the due date the outstanding sum will be liable to carry interest at 8% per annum above Lloyds Bank base rate without prejudice to the Company's rights to receive payments on the due dates. The Company reserve the right to suspend deliveries and/or work and/or to treat the contract as repudiated in case of delay or default in any payment. The Company reserve the right to invoice any samples, sale or return, loan or demonstration equipment not returned within one month from the date of receipt.

## SPECIFICATION AND PERFORMANCE

All weights, illustrations, performance figures and dimensions given in quotations, catalogues, price lists, etc., are approximate only and not binding and the Company reserves the right to alter specifications or design at any time. No warranty statement or promise of any kind not confirmed in writing by the Company shall be binding.

## INSTALLATION

Unless otherwise expressly stated in the quotation, prices do not include installation.

## GUARANTEE

Provided the terms of payment are duly complied with, the Company undertakes to remedy any original defects arising from faulty materials or workmanship in any goods supplied by the Company which under proper and normal conditions of use may develop, provided the same are returned to the company as provided by this paragraph, within a period of twelve months from the date of delivery. In the case of components which by their nature of application have an unpredictable life this guarantee shall only be to the extent of the guarantee given by the manufacturers of these articles. The Company will accept no liability where in the opinion of the Company the defect has been caused by damage due to the Buyer's failure to follow operating instructions, incorrect installation, wear and tear or where the Buyer or any other person has undertaken any alterations or repairs without the previous consent of the company.

Any claim must be in writing and give serial number and description of goods, order number and date of delivery and will not apply where any names or serial numbers or other information which may have been attached to or inscribed upon the goods have been removed, covered up or defaced in any way. Any goods or parts thereof which may require repair or replacement shall be repaired or replaced (at the election of the company) at the Works of the Company only to which the buyer shall deliver the same carriage paid at the risk and at the Buyers expense. Any such parts or goods shall be delivered by the Company to the Buyer free within the United Kingdom but if required to be delivered elsewhere, the freight, insurance and other charges from works to destination shall be borne by the Buyer. All faulty parts removed from the equipment will become the Company's property. Any other repairs or work by the Company will be carried out under the terms and conditions for specialist engineers currently in force.

If any goods or parts thereof are returned unnecessarily all costs involved, including a charge for inspection, handling and the return carriage must be paid by the sender. In no case shall any of the goods be returned to the Company without its prior written consent.

## DELIVERY

All dates quoted for despatch are estimates only and are not guaranteed. The Company will endeavour to meet these dates but shall not be liable for any delay in despatch or delivery or any damage or loss occasioned thereby.

## SHELF LIFE

Goods supplied will have a minimum shelf life of 6 months unless otherwise agreed in writing.

## DAMAGE AND LOSS IN TRANSIT

If the Company undertakes any shipping or delivery arrangements and the goods be damaged in transit or having been placed in transit or not delivered.

(a)In the case of damage the Buyer will give written notice thereof to the company and to the carrier immediately after delivery and, in the case of non-delivery will, if advised on the despatch of the goods give notice thereof within fourteen days or within such shorter period in each case as may be stipulated in any policy of insurance effected either by the carrier or by the Company of such advice.  
(b)The liability of the Company shall be limited to the repair or replacement within a reasonable time of the goods damaged or not delivered.

## CANCELLATION OF ORDER

If any order is cancelled within 30 days of receipt (or within the drop expected date stated on the purchase order), the customer will be responsible for costs incurred.

## FORCE MAJEURE

The Company shall be under no liability to the Buyer in any way whatsoever for any delay for failure in carrying out its obligations which is caused wholly or partly by strikes or other labour disputes, fire, war, accidents, government action or any other cause beyond its control.

## LEGAL CONSTRUCTION

Any contract formed by acceptance of the Buyers order shall be construed and governed by all aspects in accordance with English Law.

## PATENTS AND TRADE MARKS

In any contract covered by these terms and conditions the purchaser agrees that no license, whether granted expressly or by implication, under any Letters Patent, Registered Designs or Trade Marks, is granted by the Company in respect of the equipment and undertakes hereby not to register any Patent, Registered Design or Trade Mark in respect of any goods on offer by the Company.

## SPECIAL CONDITIONS APPLICABLE TO SALE OF GOODS OUTSIDE THE U.K.

(a)Any order accepted by the Company for shipment outside the U.K., is conditional upon the Buyer ensuring that full and adequate documentation to enable the goods to enter the Country of Buyers choice is prepared in accordance with the Country to which the goods are being despatched.

(b)Any expense incurred by the Buyer in raising the correct documentation must be borne by the Buyer, while the liability for any loss caused by the incorrect presentation of documents which results in a loss to the Company shall be recovered from the Buyer.

## TITLE

The property in the goods to be delivered by the Company will only be transferred to the purchaser when he has met all that is owing to the Company on any account. Until title to such goods passes to the Buyer, the Buyer shall hold the goods as bailee of the Company until authority as agents to sell or alter or use the same on the Company's behalf. The Company may at any time without prior notice require any of its goods supplied to the Buyer and held by the Buyer as bailee as aforesaid to be stored separately from the Buyers other goods, and the Company may require any money owing to or paid to the Buyer when the Buyer sells, alters, or uses the goods to be separately accounted for in the Buyers account and such accounts to be available for the Company's inspection. In the event of the Buyer becoming insolvent and a Receiver or Liquidator being appointed, such Receiver or Liquidator shall pay into a separate bank account any sums received from third parties in respect of sale to them of goods or products by the Buyer, up to the amount of any indebtedness of the Buyers to the sellers for the sole benefit of the sellers.

## RISK IN GOODS

The risk in the goods sold by the company shall pass to the buyer when the goods are delivered to the Buyer or in accordance with the Buyer's instructions.

## EXCLUSION OF LIABILITY

Except as otherwise expressly mentioned in these conditions, the Company shall have no liability of any kind whatsoever to the buyer in respect of any loss or damage (whether direct, indirect or consequential) suffered by the Buyer in respect of any goods supplied or work done by the Company.

## LIMITATION OF LIABILITY

The Company's liability to any Buyer shall be limited to a sum equal to the relevant contract value. Any claim against the Company must be made within 14 days of the alleged fault being detected or reasonably detectable by the buyer. The Buyer contracts that (unless otherwise agreed) he contracts with the Company in the course of his business and not as a consumer.