

Lawcris Credit Account | Application Form

Please attach your company letterhead and return original application by post. Account tel: **0113 228 2001** fax: **0113 240 5588**

Company name:	
Company (invoice) address:	Delivery address if different:
Postcode:	Contact name:
Phone: Fax:	Contact tel: Fax:
Opening and closing times	Artic Access: Yes/No
Mon - Thur:	If no, what size vehicle can you take?
Friday if different:	Access to FLT & weight limit: Yes/Nokg
Buyers name(s):	Type of business activity:
Managing Director:	Financial Director:
Company registration no:	Date of formation:
Sole trader/partnership only home address(s):	
Sole tradely partite ship only none dedress(s).	
If subsidiary company, please give name and address of holder:	
Trade reference 1:	Trade reference 2:
Tel no: Fax:	Tel no: Fax:
Terrio.	Terrio.
Bank name and address:	Sort code:
	Account no:
	Credit limit applied for: £
I have read and understand and agree to comply with your terms and conditions and acknowledge receipt of a copy of your conditions of business. I am the individual above named or a duly authorised of the above Company or Firm so applying.	
Authorised signature:	Name (block capitals):
Position in company:	Date:

Lawcris Panel Products Ltd, Knowsthorpe Gate, Cross Green Industrial Estate Leeds LS9 ONP tel: 0113 217 7177 fax: 0113 240 5588 email: accounts@lawcris.co.uk web: lawcris.co.uk

TERMS AND CONDITIONS

1. ACCEPTANCE AND AMENDMENT

- CEPTANCE AND AMENDMENT

 These conditions shall, (unless or except to the extent Laworis Panel Products Limited ("Seller") otherwise agrees in writing) apply to all tenders, offers quotations, acceptances, deliveries, contracts or communications in any way relating to sale of goods by Seller and the person(s), firm or company whose order for goods is accepted by Seller ("Buyer") with such Buyer being deemed to accept these conditions. No other terms or conditions for modifications of these conditions had be binding on Seller unless Seller expressly agrees to such terms or conditions or modifications or the second times of the conditions or or conditions or or to walve or modify any of these conditions by failing to object to provisions contained in or referred in any purchase order or other communication or deemed from Buyer. These conditions may only be varied or amended by agreement in writing signed by a formally appointed and registered before relying and/or acting upon any such variation or amendment. Variations or amendments may be published on the Seller's website or otherwise notified to Buyer in writing.

 Buyer will comply with all notes, instructions, guidance and recommendations.
- uyer in writing.

 Wuyer will comply with all notes, instructions, guidance and recommendations liven with any supplied goods. Buyer will also store, use and otherwise deal with urchased goods with all due reasonable skill, care and diligence.

- ILLER'S SPECIFICATIONS
 All descriptions, specifications, drawings, weights, dimensions, capacities, prices, performance rates and other data quoted or submitted by Seller or included in any catalogue, prospectus, circular, advertisement, illustrated matter or price list ("Data") are to be deemed approximate only and no such Data shall form part of the Contract for the sale of goods (except where Data is stated in writing to be exact or is expressed to be fundamental to the Contract). Dimensions of goods provided by Seller (where relevant) are external and thickness specifications are subject to a tolerance of plus or minus 1.5mm.

- Once an order for goods has been accepted by Seller (either when Seller issues a written confirmation of the order or when Seller begins work under the order) it forms a binding contract between Seller and Buyer upon these conditions ("Contract").

 No Contract may be cancelled or otherwise withdrawn by Buyer except with the
- NO Contract may be cancelled or otherwise withorawn by buyer except with the prior agreement in writing of a director of Seller and on terms that Buyer shall indemnify Seller against all loss (including without limitation loss of profit), costs (including without limitation cost of all labour and materials used), damages, charges and expenses incurred by Seller as a result of such cancellation or withdrawal.

4. PRICES

- IULES
 Subject to conditions 4.2, 4.3 and 4.5 the price payable by Buyer for goods shall be Seller's ex works list price at date of despatch.
 If Seller and Buyer agree that Seller will deliver the goods the price shall be adjusted accordingly and reflected on the sales confirmation notice issued to
- adjusted accordingly and reflected on the sales confirmation notice issued to Buyer. Where Seller has submitted a quotation or tender to Buyer and an order for goods has been received by Seller within the time limit specified in that quotation or tender then the price payable by Buyer for goods hall be the price stated in the quotation or tender. If an order for goods is not received in the timeframe specified in the quotation or tender then the price of the goods will be Seller's exworks list price at date of despatch. All prices are exclusive of VAT, which will be charged at an appropriate rate. Seller shall be entitled to increase the price of the goods at any time if Seller's considers the same to be justified by any material increase in the price of raw materials or components used by Seller in the manufacture of the goods. Seller shall promptly notify Buyer of any such increases. However, if the Buyer ordered the goods as consumer then Buyer is entitled to cancel the purchase of the goods in writing at any time before or within 7 days of delivery of such goods. On cancellation such consumer Buyer must return the goods in the condition and packaging they were delivered in with reasonable skill, diligence and care. Seller will be self-orts, some of the those goods may be incorrectly priced. Seller will however, the seller stated price, Seller will hower the correct price is less than Seller stated price, Seller will hower amount; but if the propert rice is higher than the Seller's stated price, Seller will hower amount; but if the propert rice is higher than the Seller's stated price, Seller will hower amount.

- where the correct price is less than Seller stated price, seller will using a manualt, but if the correct price is higher than the Seller's stated price Seller will normally at Seller's discretion, contact Buyer before dispatch of goods for reconfirmation of Buyer's order at the correct higher price or to give Buyer the opportunity to reject Buyer's order in such circumstances, the goods will not be dispatched to Buyer and Buyer will receive a full refund for the rejected ordered goods. Seller is under no obligation to provide any ordered goods to Buyer at the incorrect (lower) price, even after Seller has dispatched the goods to Buyer i Flayer did not purchase the goods as a consumer under the law and the pricing error is obvious and unmistakeable and could have reasonably been recognised by Buyer as a mis-pricing.

- MENT subject to condition 5.2, unless otherwise agreed by Seller in writing or stated in any acknowledgement of order by Seller, payment by Buyer for goods will become due thirty days after the last day of the month in which Seller's invoice is

- Sellor reserves the right at any time to demand advance, full or partial payment for an order for goods or in relation to any partially performed Contract, or in respect of any monies due and payable under any other Contract. If Buyer defaults on any payment Seller may, in addition to exercising its right contained in condition 52 and without prejudice to any other right or emedy, suspend work under any Contract, delay or withhold delivery or cancel the Contract and any other Contract, delay or withhold delivery or cancel the Contract and any other Contract which it has with Buyer. Seller reserves right to charge interest at an annual rate of eight per cent per annual reserves and all overdue monies from time of due payment to time of receipt in full cleared funds. Such interest is to accrued daily, compounded monthly and apply before as well as after judgement. Seller shall have a lien on all undelivered goods which Buyer agrees to buy from Seller.

- Seller.

 All payments due to Seller shall be made in full and Buyer shall have no right of set off or counter claim (or any deduction not agreed in writing by the Seller) in respect of this Contract or any other Contract between Seller and Buyer. Any sums payable by Seller to Buyer under this Contract or any other Contract between Seller and Buyer may at any time be set off by Seller against any sums payable by Buyer to Seller.

 All rights and remedies afforded to Seller in these conditions for non payment shall be in addition and without prejudice to all other rights and remedies available to Seller.

- to Seller

 Should Seller need to employ a Solicitor to collect any monies due under the Contract, the reasonable costs of such collection including without limitation the professional fees of such solicitor shall be borne by Buyer in full. Time of payment will be of the essence.

 All sums payable to Seller under a Contract will become due immediately upon termination of such Contract.512 Payment for any goods must be by a valid credit or debit card that Buyer is authorised to use for the total amount of Buyer's experience. For the avoidance of doubt, receipt and banking of any part payment will not release Buyer from the remainder of the amount due and/or payable until and unless Seller expressly releases Buyer in writing.

- Unless's seller expressly releases buyer in writing.

 LIVERY
 Delivery of the goods shall be ex-works (as defined in Incoterms 2000) unless otherwise agreed between Seller and Buyer in writing. If Seller has agreed to deliver goods to Buyer's nominated premises, it will only do so to the front door/ gate of the premises and only if such delivery will not (in Seller's reasonable opinion) be contrary to any Health and Safety laws regarding access, unloading or otherwise. Any delivery beyond such door/gate is at Buyer's risk and cost. Time is not of the essence for delivery of goods and any time or date specified by Seller on which goods will be despatched or delivered, or as the case may be, made available for collection is given and intended as an estimate only and Seller shall not be liable for any loss, damage or expense howsever arising from any delay in despatch or delivery of goods or making goods available for collection. Buyer shall at trequest of Seller supply all details necessary to allow Seller to make delivery.

- delivery.

 Buyer shall accept delivery at the time and on the date agreed between Sellor and Buyer for delivery. Buyer shall ensure that Sellor has proper access to Buyer's premises to enable Seller to effect delivery. If Buyer does not provide access or accept delivery at the agreed time it shall not be entitled to withhold any payment for non delivery and shall indemnify. Seller against all losses, damages and expenses incurred by Seller in consequence of such failure of Buyer to provide such access or accept delivery (including the cost of storage of the goods at a place of Seller's choosing).

 Seller reserves the right to make delivery by instalments unless otherwise expressly agreed in writing between the parties. The period during which delivery by instalments may be made and quantity of goods delivered in each instalment shall be at Seller's discretion. Condition 6 shall apply (mutatis mutandis) to each instalment delivery.

- Seller or Its employees, sub-contractors or agents as a consequence of providing such assistance.

 19. If Buyer is unable or unwilling to accept delivery of goods at the agreed delivery time and/or agreed delivery place, the Seller may chose to do any of the following (without prejudice to any of its rights or remedies):

 19. store or arrange the storage of the goods until actual delivery to Buyer (at Buyer's risk and cost of storage and insurance); or

 19.2 sell and deliver them to a third party (or otherwise dispose of them) if the Seller reasonably believes that Buyer will not be able or willing to take delivery within 10 days of the agreed delivery time (with the goods being stored at Buyer's risk and cost of storage and insurance until expiry of the 10 days).

 10. If Buyer is unable or unwilling to comply with any obligation under any Contract, Seller may suspend or discontinue supply of any of the ordered goods under that and/or any other Contract(s) until Buyer has complied with those obligations. This is without prejudice to any of Seller's other rights or remedies.

 7.TESTING

- ESTING

 Buyer shall pay Seller's reasonable charges for carrying out tests on goods. The scope of such tests and the charges for such tests are to be agreed in writing it the parties prior to such testing if Buyer wishes to make any claim against Seller on basis of tests carried out, Buyer shall send clear, legible and full details of its claim to Seller not later than three months after date of delivery of the results of any such tests. Failure to comply with this condition 72 shall constitute a waiver by Buyer of all claims based on or relating to facts revealed by such tests.

 Buyer shall not be entitled to delay or withhold payment to Seller for goods pending the results of any tests undertaken.

- Buyer will: examine goods carefully immediately on taking delivery: notify Seller (and any carrier for Seller) in writing within 5 days of taking delivery of any error in quantity, weight, description or mixing of goods delivered or of any damage to goods revealed by the examination referred to in condition 810() (but only where such damage has not been caused after delivery); and notify Seller (and any carrier for Seller) in writing within 10 days of date of Seller's invoice if goods which are the subject of such invoice have not been received. Failure to make any notification in accordance with conditions 81(ii) and 81(iii) above which examination under condition 81(i) should have enabled Buyer to make, shall constitute a waiver by Buyer of all claims based on or relating to facts which such examination should have revealed.

- make, shall constitute a waiver by Buyer of all claims based on or relating to facts which such examination should have revealed.

 9. RISK

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 9. RISK in goods shall pass to Buyer when goods are delivered (unloaded) to Buyer, and delivery to carrier or to any person, firm or company on Buyer's behalf shall constitute delivery to Buyer.

 9.2 Buyer shall bear risk in the goods during the loading and unloading of the goods.

 10. ITILE TO GOODS

 10. INTILE TO GOODS

 10. Notivulhstanding delivery and passing of risk in goods or any other provision of these conditions, the property in goods shall not pass to Buyer until Seller has received in cash or in full cleared funds payment in full of; () the price of goods and (2) all other goods and gened to be sold by Seller to Buyer for which payment is received in cash or in full cleared funds payment in full of; () the price of goods and (2) all other goods agreed to be sold by Seller to Buyer for which payment is relevant. Centroll, 2.

 10. Until such time as the title in goods passes to Buyer, Buyer shall hold the goods as Seller's fluciony agent and ballee and shall keep the goods separate from those of Buyer and third parties and property stored, protected insured and identified as Seller's reporty. Until that time Buyer shall be entitled to resell or use goods in the ordinary course of its business, but shall account to Seller in full for the proceeds of sale of such goods.

 10. Intil such time as the property in goods purchased by Buyer (and provided the goods are still in existence and have not been resold) Seller shall be entitled at any time to require Buyer to deliver up such goods to Seller and if. Buyer fails to do so, forthwith to immediately enter upon any premises of Buyer or any third party where such goods are stored and reposesses those goods.

 10.4 Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any goods which remain the property of Seller, or if Buyer does so all monies owing by Buyer to Seller

- for goods and the right to recover goods.
 ARRANTY OF SELLER
 The Contract contains all the terms which Buyer and Seller have agreed in relation to goods, and supersedes any prior written or oral agreements, representations or understandings between the parties relating to such goods. Buyer acknowledges that it has not relied upon any warranty, representation, statement or understanding made or given by or on behalf of Seller which is not set out in writing in the Contract. Nothing in this condition 111 will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently (or for any matter or event for which liability cannot be excluded and/or limited under the law). If Buyer is a consumer for the purposes of a Contract them, in any event, Euguer's mandatory statutory rights are not affected by anything in the Conditions. Seller warrants that it has the right to sell the goods and that the goods are free from any charge or encumbrance unknown to Buyer.

 Subject to condition 12 (at Seller's option) Seller will either replace, repair or rectify goods or take back goods and refund or credit Buyer with the cost of those goods:

- nous. any defect appears in the goods within six months of delivery and Buyer notifies iller in writing within 14 days of discovering that defect providing full details of

- that defect; and Seller shall be entitled to and shall be afforded facilities to inspect and test such defective goods as it thinks fit; Seller is reasonably satisfied that goods are defective as a result of a defect in materials or workmanship or are otherwise of a standard or quality not in accordance with the Contract; Seller is reasonably satisfied that no one other than Seller has dealt with the goods and that the goods have been properly installed, used, handled, maintained, stored and serviced (where appropriate) and have not been used whilst allegedly defective or otherwise than in accordance with Seller's or manufacturers' instructions; and
- instructions; and
 sinstructions; and surface and instructions; and surface and instructions and surface and surfac
- installation instructions), misuse or alteration or repair of goods without Seller's approval.

 11.4 Where Buyer notifies Seller in accordance with condition 11.3 and Seller performs its obligations under condition 11.3 Buyer shall not be entitled to any claim in respect of the goods, or for work done to the goods, transport costs, loss of profit, damage to property not subject to the Contract, or otherwise (save where death or personal injury has been caused by Seller's negligence or where the law states that Seller must be liable irrespective of any exclusion and/or limitation of liability) nor shall Buyer be entitled to treat delivery of the goods as grounds for repudiating the Contract, failing to pay for goods or cancelling further deliveries.

 12 LIMITATION OF SELLER'S LIABILITY

 12.1 Seller does not exclude its liability (if any) to Buyer:
 13 In the seller's does not exclude its liability (if any) to Buyer:
 14 In the seller's does not exclude its liability (if any) to Buyer:
 15 In the seller's does not exclude a seller's representation of the seller's negligence:
 16 In under section 2(3) Consumer Protection Act 1987 and/or any other consumer law imposing a mandatory obligation on Seller's negligence:
 17 In the seller's does not exclude and/or limit or to attempt to exclude and/or limit to liability; or
 18 In the seller's language and the seller's length of the seller's negligence and the protection of the seller's negligence and the seller's negligence an

- for fraud.

 Except as provided in conditions 11 and 121 Seller will be under no liability to
 Buyer whatsoever (whether in contract, tort (including negligence), breach of
 statutory duty, restitution, equity or otherwise) for any injury, death, damage

- or direct, indirect or consequential loss (all three of which terms separately and independently include, without limitation, pure economic loss, loss of profits, loss of business, depeletion of goodwill and like loss) howsoever caused arising out of or in connection with:
 any goods, or the manufacture or sale or supply, or failure or delay in supply, of goods by Seller or on the part of Seller's employees, agents or sub-contractors;
- and/or any breach by Seller of any of the express or implied terms of the Contract; and/or any use made or resale by Buyer of any goods, or of any product incorporating any goods; and/or any statement made or not made, or advice given or not given, by or on behalf of

- any statement made or not made, or advice given or not given, by or on behalf of Seller.
 Except as set out in conditions II and 121 Seller hereby (f) excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in the Contract) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of Buyer, and (2) in any event, does not guarantee, warrant or represent any particular outcome from the use of any goods ordered and/or purchased by Buyer.
 Each of Seller's employees, agents and sub-contractors may rely upon and enforce the exclusions and restrictions of liability in conditions 6.2, II and 12.2 to 12.4 in that person's own name and for that person's own benefit, as if the words "its employees, agents and sub-contractors" followed the word Seller wherever it appears in those clauses.
 Subject to conditions II and 12.1, if Buyer is to use any one or more goods for business purposes, Buyer will make sure that Buyer is adequately covered by appropriate and valid insurance.
 INDENNITY BY BUYER.
 Buyer agrees to indemnify, keep indemnified and hold harmless Seller from and against all costs (including the costs of enforcement), expenses, liabilities

Buyer agrees to indemnify, keep indemnified and hold harmless Seller from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms separately and independently include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Seller incurs or suffers as a consequence of a direct or indirect breach or negligent performance or failure in performance by Buyer of the terms of the Contract

14 TRADE MARKS PATENTS AND OTHER INDUSTRIAL RIGHTS

- Buyer shall have no right to apply to goods any trademark owned or used by Seller. Subject to condition 14.3 if any claim is made against Buyer (or Buyer becomes aware of a potential claim) alleging that goods infringe any patent rights. Subject to condition 14.3 if any claim is made against Buyer (or Buyer becomes aware of a potential claim) alleging that goods infringe any patent rights. Buyer shall immediately notify Seller giving full details of such claim, and Seller or its suppliers or incensors (as the case may be) shall be at liberty at their expense to conduct all negotiations and/or litigation in respect of such claims and (finecessary) in name of Buyer and if as a result of such nepotiations or litigation Buyer shall be unable to use goods substantially for the purpose for which they were bought Seller shall (except where condition 14.3 applies) take back and refund the price of those goods to Buyer and such refund shall be in full and final satisfaction of all claims by Buyer against sell actions, costs (including without limitation) cost of defending legal proceedings) expenses claims proceedings and demands in respect of any infringement or alleged infringement (1) by Seller of patent rights registered design copyright or other industrial rights attributable to Seller complying with any special instructions from or requirements of Buyer relating to goods; or (2) by Buyer of any intellectual property rights of Seller and/or its supplier or licensors.

15. DEFAULT BY BUYER

- supplier of licensors. EFAULT BY SUVER

 Seller may by notice in writing served on Buyer terminate this Contract and any other Contract immediately if Buyer:

 is in material breach of any of the terms of the Contract and, where the breach is capable of remedy, Buyer fails to remedy such breach within 30 days of service of a written notice from Seller, specifying the breach and requiring it to be remedied; fails to pay any sums due in accordance with condition 51 or otherwise; becomes (or is reasonably expected to become) bankrupt, insolvent or dissolved; reters into administration, receivership, administrative receivership or liquidation or into any arrangement with its creditors, or takes or suffers any other actions in consequence of a debt; has any distraint, execution or other process levied or enforced on any of its property; ceases to trade or appears in the reasonable opinion of Seller likely to or is threatening to cease to trade.

 has a change in its management and/or control as defined by in the Income and Corporation Taxes Act 1986; or of the above set of circumstances is.

- Buyer is subject; or Seller reasona
- Buyer is subject: or Seller reasonably articipates that one of the above set of circumstances is about to occur. The termination of the Contract howsoever arising is without prejudice to the rights, duties and liabilities of either Buyer or Seller accrued prior to termination. Seller will be entitled to suspend any deliveries otherwise due to occur following service of a notice specifying a breach under condition 151, until either the breach is remedied or the Contract terminates, whichever occurs earliest. FALS AS CONSUMER & CONSUMER BY RIGHT.

16. DEALS AS CONSUMER & CONSUMER RIGHT

- For the avoidance of doubt, nothing in these conditions shall affect the statutory rights of Buyer who in relation to Seller 'deals as consumer' as defined in Section 12 of the Unfair Contract Terms Act 1977 or any amendment or modification thereof.
- It do not be unlar contract terms act 1970 or any amenterment of modification thereof.
 If Buyer has ordered by telephone or internet, as a consumer under the Consumer Protection (Distance Selling) Regulations 2000.

 Buyer has a statutory right to cancel Buyer's order (as stated in Condition 16.1.2)
 and receive a full infurind for any ordered goods. This does not apply to items personalised or made to Buyer's specification, audio/video recordings or software that Buyer has unsealed: items that due to their nature cannot be returned; perishable goods (e.g. food, flowers and periodicals/magazines).
 2 Buyer can cancel within seven working days (so not including Saturdays, Sundays or public holidays) commencing the day after the day of delivery of goods, quoting Buyer's order number by sending an email to accounts@lawcris.coulx or calling or writing to Seller (see details at top of page)).
 Buyer must take reasonable care of the goods prior to such cancellation and in returning ordered goods.

Any notice given under the Contract must be in writing and may be effected be bersonal delivery. fax or by registered post and if effected by fax shall be deem to be received at the time of transmission, provided that a confirming copy is by first class post to the other party within 24 hours after transmission, and if effected by post shall be deemed to be received 48 hours after date of posting.

18. SEVERABILITY

If any of these conditions or any part of a Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will to the extent required. be severed from that Contract and will be ineffective without, as far as is possible, modifying any other provision or part of the Contract and this will not affect any other provisions of the Contract which will remain in full force and effect.

19. WAIVER

No failure or helaw by Collect.

ure or delay by Seller to exercise any right, power or remedy will (to include without limitation, any time or indulgence granted) operate as a waiver of it n will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

20. NO ASSIGNMEN! The Contract of which these conditions form part shall be personal to Buyer and shall not, nor shall any rights under it be assigned or otherwise transferred by Buyer without written consent of Seller.
21. RIGHTS OF THIRD PARTIES
The parties do not intend that any of terms of a Contract will be enforceable The parties do not intend that any of terms of a Contract win the termon-centre by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it (other than Seller's employees, agents and sub-contractors for the purposes of condition 12.4), who may enforce rights granted by condition 12.4.

purposes of condition 12.4), who may enforce rights granted by condition 12.4

2. GOVERNING LAW

These conditions and the Contract of which they form part shall be governed in accordance with English law and Buyer hereby submits to the exclusive jurisdiction of the English Courts.

3. MONITORING

For security and training purposes, telephone calls to and from Seller may be

r monitored

24.GOOD FAITH
Buyer will in good faith co-operate with Seller for the purposes of these Conditic
each Contract and any goods ordered (to include, without limitation, any and all
disputes concerning the same).

Company Number: 1621560, Registered Office: